SOFTWARE AND SERVICES AGREEMENT

Last updated: October 23, 2026

This Software and Services Agreement ("**Agreement**") governs the relationship between the relevant insightsoftware entity ("**insightsoftware**") and the customer ("Customer") named in or accepting this Agreement, a Purchase Document, or in the Click-Wrap terms (each as defined below). insightsoftware and the Customer are each a "Party" and collectively the **"Parties**." By signing this Agreement or a Purchase Document, by clicking "I accept" or checking a consent box (**"Click-Wrap Terms"**), or by accessing or using the Software or Services, the Customer agrees to be bound by this Agreement as of the date of such action (**"**Effective Date"). The person agreeing on the Customer's behalf represents and warrants that they are authorized to bind the Customer.

In the event of a conflict between a Purchase Document and this Agreement, the Purchase Document prevails. In the event of a conflict within this Agreement, the following order of precedence applies: (1) the Data Processing Agreement ("**Data Processing Agreement**" or "**Data Processing Addendum**") with respect to data protection obligations; (2) the Security Addendum with respect to information security obligations; (3) the product-specific terms; (4) Sections 1–15; (5) Appendix 1; and (6) the Support Policy.

1. DEFINITIONS.

1.1 "Affiliate" means an entity that directly or indirectly controls, is controlled, or is under common control with a party to this Agreement. For the purposes of the foregoing, "control" means ownership of (i) more than fifty percent (50%) of the voting rights for the election of the company's board of directors or (ii) more than fifty percent (50%) of the ownership interests in the company.

1.2 "Authorized Users" means persons authorized by the Customer to use the Software or the Services. Bots are never Authorized Users.

1.3 "Cloud Software" means multi-tenant or single-tenant software that insightsoftware hosts, operates, and/or makes available to the Customer for a limited subscription term exclusively for the Customer's internal business purposes over the Internet or another network connection. It includes all related APIs, portals, or interfaces through which the Customer accesses that software, and all upgrades made during the applicable subscription term. The Cloud Software does not include: (a) On-Premises Software; (b) third-party software, even embedded in, bundled with, or required to access the Cloud Software; (c) services provided or deliverables produced, in connection with the Cloud Software; or (d) features or modules available only in a separate product tier or as a separately charged add-on that is not included in the Customer's subscription.

1.4 "Defined Service Offering" means certain predefined standard services insightsoftware provides for a fee and that are described in more detail athttps://www.insightsoftware.com/legal/contracts/professional-services-offerings/.

1.5 "Documentation" means the standard installation materials, specifications, and online or printed user documentation that insightsoftware generally makes available to its customers in connection with licensing the software.

1.6 "Implementation and Training Services" means the implementation and training services that insightsoftware provides for a fee.

1.7 "On-Premises Software" means software in object code form only that is licensed to the Customer for a limited period exclusively for the Customer's internal business purposes, for installation and operation on hardware infrastructure that is owned, leased, or otherwise controlled by the Customer or by a third-party provider acting on

the Customer's behalf, together with all Updates that insightsoftware generally makes available during the applicable support period. On-Premises Software does not include: (a) Cloud Software; (b) third-party software, even if it is embedded in, bundled with, or required for the operation of the On-Premises Software; (c) services provided, or deliverables produced, in connection with the On-Premises Software; (d) source code; (e) Upgrades; or (f) features or modules available only in a separate product tier or as a separately billed add-on and are not included in the Customer's license. The Customer acknowledges that the installation, configuration, and ongoing operation of the On-Premises Software within the Customer's controlled environment are the Customer's sole responsibility, unless an applicable Purchase Document expressly provides otherwise.

1.8 "**Perpetual On-Premises Software"** (existing customers only) means On-Premises Software that is licensed on a perpetual basis, and without an expiration date, instead of for a limited term or subscription term. It does not include the right to receive Updates or technical support unless the Customer maintains a current support and maintenance subscription.

1.9 "**Product-Specific Terms**." Additional terms relating to certain software are available at https://legal.insightsoftware.com/contracts/license-guide-eng-v021422.pdf and apply depending on the licensed software.

1.10 "**Professional Services"** means services performed under a Purchase Document, which may include, among other things, implementation, recurring, or managed services, as well as value-added services.

1.11 "**Purchase Document"** means any order form, statement of work, electronic order form or checkout document, or any other ordering document that contains or refers to this Agreement and is subject to it, including any such document accepted by the Customer as part of a Click Wrap agreement. Excluded are orders created by the Customer, submissions via the Supplier Portal, or other documents issued by the Customer.

1.12 **"Services"** means Professional Services, Implementation and Training Services, Defined Service Offerings, or transition services performed under a Purchase Document or another signed written agreement. Software, Software Updates, Upgrades, Documentation, and support and maintenance are not Services.

1.13 "**Software"** means the Cloud Software, On-Premises Software, or Perpetual On-Premises Software that is expressly listed in a Purchase Document or has been expressly licensed to the Customer under the Click-Wrap Terms.

1.14 **"Support Policy"** means the support and maintenance policy available at https://insightsoftware.com/legal/contracts/support-policy/.

1.15 **"Updates"** means bug fixes, patches, and releases of minor version changes to the On-Premises Software (typically indicated by a change in the digit to the right of the decimal point, *e.g.*, from x.1 to x.2), that insightsoftware generally makes available to its supported customers at no additional cost during the applicable support term. Updates do not include: (a) Upgrades; (b) new products or modules; (c) features or functionality available only in a separate product tier or as a separately billed add-on; or (d) professional services or implementation support required for the deployment of such fixes or releases.

1.16 "**Upgrades"** means new versions, releases, enhancements, and improvements of the Cloud Software that insightsoftware provides in its hosted environment and makes generally available to its supported customers during the applicable subscription period, including major and minor version releases. Upgrades do not include: (a) new products or separately licensed modules; (b) features or functions available only in a separate product tier or as a separately billed add-on not included in the Customer's subscription; or (c) professional services or implementation support related to the introduction of new features.

2. LICENSE TERMS. insightsoftware licenses software, Cloud Software, On-Premises Software, and Perpetual On-Premises Software; the respective terms are set forth in Appendix 1.

3. SUPPORT AND MAINTENANCE. If the Customer has purchased maintenance or support services, or if the Customer's license includes access to support services, the Support Policy applies.

4. LICENSE TYPES; PRODUCT-SPECIFIC TERMS; USER RESTRICTIONS.

4.1 License Types and Product-Specific Terms. insightsoftware licenses its software under various models: Named User, enterprise, server, location, site, branch, etc. (each a "License Model"). The License Model for the software is specified in a Purchase Document or in the product-specific terms. Unless otherwise specified, the model is the "Named User" model, *i.e.*, a license tied to one Authorized User identified by unique login credentials. The total number of Named Users may not exceed the number specified in the applicable Purchase Document or online order form. The customer may transfer a named-user license to another person to account for personnel changes, including termination of employment, a change of role, or extended leave, provided that: (i) the previous Named User's login credentials are deactivated before or at the same time as the replacement Named User is activated; (ii) two persons may not use the same Named User license simultaneously or alternately; and (iii) the license transfer is not used to circumvent the restrictions on the number of named-user seats specified in the order form. The Customer must maintain adequate records of designated user assignments and license transfers and make these records available to insightsoftware upon request.

4.2 Usage Restrictions. Subject to any quantity limits, only Authorized Users may use the Software. The Customer is liable for its Authorized Users. In the event that the Customer wishes to permit its affiliates or third parties to act as Authorized Users, it may do so provided that the affiliate or third party: (i) is subject to written confidentiality obligations substantially equivalent to those set forth herein, (ii) uses the Software exclusively for the Customer's internal business purposes in accordance with the terms of this Agreement, and (iii) is not a competitor of insightsoftware. However, the Customer is not permitted to use, transfer, or split its licenses for the benefit of its Affiliates unless the Parties have expressly agreed otherwise in a signed written agreement. The Customer agrees that it shall be liable for any breach of this Agreement by one of its affiliates as if such breach had been caused by the Customer's direct actions. The Customer may incur additional fees if it exceeds the system limits applicable to certain software.

4.3 Affiliates of insightsoftware. insightsoftware may engage its affiliates to perform certain obligations and exercise certain rights under this Agreement, including billing, payment processing, technical support, hosting, infrastructure, data processing, project management, and sales support, in accordance with insightsoftware's instructions and at its discretion. Customer and insightsoftware are the sole parties to this Agreement. Actions taken by Affiliates of insightsoftware in connection with insightsoftware's performance of this Agreement do not give rise to a cause of action against such Affiliates, and no Affiliates of insightsoftware other than the contracting party shall be jointly and severally liable to the Customer under this Agreement. Any claims by the Customer arising from this Agreement must be asserted exclusively against the insightsoftware entity that signed or accepted this Agreement, a corresponding Purchase Document, or the Click Wrap Terms. Notwithstanding the foregoing, insightsoftware remains fully responsible for its Affiliates' compliance with the terms of this Agreement. To the extent that an Affiliate processes Customer Data, such processing is subject to the applicable Data Processing Agreement.

4.4 Restrictions on Use. Unless expressly permitted under this Agreement or required by applicable law, the Customer may not directly or indirectly: (a) sell, rent, lease, sublicense, transfer, assign, distribute, or otherwise make the Software, the Services, or the Documentation available to third parties, or operate the Software as part of

a service bureau operation, a time-sharing model, or on a similar basis; (b) modify, adapt, or translate the Software or the Documentation, to create derivative works thereof, unless such actions are permitted under mandatory applicable law or to remove or obscure any proprietary notices in or on the Software or the Documentation, except to the extent such acts are permitted under mandatory applicable law; (c) decompile, disassemble, or reverse-engineer, or otherwise attempt to derive the source code of the Software, unless permitted by mandatory applicable law, in particular Sections 69d and 69e of the German Copyright Act (UrhG); (d) distribute or make available license keys, certificates, or access codes beyond the scope of the authorization granted by insightsoftware, or to circumvent technical controls or copy protection mechanisms in the Software; (e) use the Software or the Services in violation of applicable law, in a manner that infringes the rights of third parties, or outside the environments or combinations described in the Documentation or approved in writing by insightsoftware; or (f) process sensitive personal data through the Software or the Services, unless expressly authorized under an applicable Data Processing Agreement, security addendum, or Purchase Document, in which case such processing is subject exclusively to those addenda. "Sensitive Personal Data" means government-issued identification numbers, financial account or payment card data, biometric data, precise geolocation data, and protected health information as defined by HIPAA. In connection with an ITAR-regulated project, the Customer may not transmit ITAR-controlled technical data (22 C.F.R. § 120.10) to insightsoftware without first removing all such controlled data. Any breach of this Section constitutes unauthorized use of the Software or the Services.

5. AI TECHNOLOGY. Certain Software contains AI Technology. Where applicable to the Software, the AI Terms are set out in Appendix 1.

6. PROFESSIONAL SERVICES. If the Customer receives Professional Services, the terms, and conditions for Professional Services are set out in Appendix 1.

7. TERM AND TERMINATION.

7.1 Term. This Agreement remains in effect until all licenses expire or are terminated. Each license remains valid for the term specified in a Purchase Document (**"Initial Term**") and automatically renews for successive further terms of twelve (12) months each (each a "**Renewal Term**"), unless either Party gives notice of non-renewal in text form in accordance with Section 15.4 at least sixty (60) days prior to the expiration of the then-current Term. The Initial Term and the Renewal Terms together constitute the **"Term**."

7.2 Termination. Without prejudice to any other legal remedies available to it, either party may terminate the Agreement and all licenses granted herein: (a) by providing at least thirty (30) days' prior notice by notice in text form in accordance with Section 15.4 if the other Party materially breaches any of the terms or conditions of the Agreement and such breach is not cured within that period; this also applies to material, undisputed payment obligations; or (b) if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or is subject to insolvency proceedings or similar proceedings. insightsoftware may terminate the Agreement with immediate effect by notice in text form in accordance with Section 15.4 if the Customer breaches Section 15.1 or 15.2.

7.3 Effect of Termination. If the Agreement is terminated for a breach by the Customer, insightsoftware's statutory claims for damages remain unaffected. In calculating damages, the fees agreed upon for the remaining Term may be taken into account in particular; any expenses saved and other benefits obtained as a result of the early termination of the contract shall be offset. The Customer reserves the right to prove that no damages were incurred or that the damages were significantly lower. In the event of termination for any other reason, all fees due up to the effective date of termination become immediately due and payable. Upon expiration or termination, the customer's rights to access or use all Software, Services, deliverables, and confidential information of

insightsoftware affected by the termination shall expire (the "Materials") end immediately, unless such rights continue to exist based on an expressly granted perpetual license or on another basis. Customer must immediately cease using the Materials affected by the termination and return or destroy all copies of the Materials, unless statutory retention obligations prevent this or the copies are backup copies that cannot be selectively deleted for technical reasons. Such copies may not be used further and remain subject to the confidentiality obligations of this Agreement. The Customer must provide insightsoftware with a written certificate, signed by an authorized representative confirming the return or destruction. Any continued use of the Materials after termination constitutes unauthorized use unless a continuing right of use exists.

7.4 Survival and Remedies. All provisions of this Agreement that, by their nature, are intended to survive termination survive termination. Termination of this Agreement or of any license granted hereunder does not limit either Party's right to pursue other available remedies, including claims for injunctive relief, nor does it relieve the Customer of its obligation to pay all fees incurred under this Agreement or otherwise owed by the Customer.

8. PAYMENT.

8.1 Fees and Price Adjustments.

8.1.1 **Fees**. Fees for purchases made through a Purchase Document are due within thirty (30) days of the invoice date. All payments shall be made without set-off, deduction, or withholding in the currency invoiced, unless the counterclaim is undisputed or has been finally and legally determined by court.

8.1.2 **Price Adjustments**. Unless otherwise specified in a Purchase Document, insightsoftware is entitled to adjust the recurring fees once a year during the Term, to the extent that the costs relevant to the performance of the contractual services—in particular personnel, IT infrastructure, hosting, or third-party provider costs—have changed since the conclusion of the contract or since the last price adjustment. Cost increases and cost reductions must be taken into account using the same criteria. The price adjustment may be made to the extent that the change in costs affects the costs of providing the services. insightsoftware will notify the Customer of the price adjustment in text form in accordance with Section 15.4 at least ninety (90) days before the date it takes effect. If a price increase exceeds seven percent (7%) of the fees applicable immediately before the increase, the Customer is entitled to terminate the affected contract extraordinarily by notice in text form in accordance with Section 15.4, given up to the date the price increase takes effect and effective as of that date.

8.1.3 **Late Payment Fees**. Interest at a rate of nine (9) percentage points above the currently applicable base interest rate shall accrue on undisputed fees that are not paid within thirty (30) days. The Customer must reimburse insightsoftware for all reasonable collection costs, including attorneys' fees. insightsoftware reserves the right to suspend the Customer's access to the software or services if undisputed amounts remain overdue for more than thirty (30) days. Such suspension does not relieve the customer of its payment obligations, and fees continue to accrue during the suspension period.

8.2 Fees for Click-wrap Agreements. Fees for contracts concluded through Clickwrap are due at the time of purchase or, if an invoice is issued, within fifteen (15) days of the invoice date. Click-wrap agreements are billed via the payment method specified during the payment and checkout process. By completing checkout and the payment process, the Customer authorizes insightsoftware to charge the on-file payment method for all renewal fees prior to the start of each Renewal Term. The Customer must maintain a valid payment method on file at all times. If a charge is declined or a payment method expires, insightsoftware will notify the customer and may attempt the charge again. If the Customer is unable to resolve a failed payment within ten (10) days of the due date, insightsoftware may suspend access to the Software or Services or terminate this Agreement in accordance with

this Agreement. The Customer agrees to contact insightsoftware to resolve any billing issues before initiating a chargeback with its payment provider.

8.3 Non-Terminability/Cancellable. Payment obligations are non-cancelable and non-cancelable, and fees paid are non-refundable, unless otherwise specified in this Agreement, a Purchase Document, or by law.

8.4 Disputes. The Customer must notify insightsoftware in writing of any billing disputes by notice in text form in accordance with Section 15.4 within thirty (30) days of the purchase or, if an invoice has been issued, of the invoice date, stating the reasons for the dispute. The Parties will cooperate in good faith to resolve disputes promptly. A pending dispute does not relieve the Customer of its obligation to pay all undisputed amounts when due.

8.5 Delays by the Customer. The Customer's payment obligations are not affected by delays caused by the Customer's failure to provide the equipment, facilities, systems, personnel, or other cooperation reasonably required for insightsoftware's performance. Fees shall not be withheld, reduced, or refunded due to delays because of the customer. Any additional work made necessary by delays on the part of the Customer will be billed at insightsoftware's then-current rates for time and materials.

8.6 Taxes. All fees are exclusive of applicable taxes. The customer is responsible for all sales, usage, consumption, excise, value-added, and similar taxes arising from transactions under this Agreement, except for taxes based on insightsoftware's net income. The Customer must provide a valid tax exemption certificate if claiming an exemption. The Customer may not deduct any customs duties or third-party taxes from payments to insightsoftware, unless required by applicable law.

9. PROPERTY RIGHTS; USE OF CUSTOMER DATA.

9.1 insightsoftware's Intellectual Property Rights. Except for the licenses, expressly granted in this Agreement all rights, title, and interest in the following remain with insightsoftware or its licensors: (a) Services, Materials, Deliverables, Software, Updates, Upgrades, and Documentation, and works derived from them; (b) any software, applications, inventions, or other technologies developed by or for insightsoftware in connection with the provision of the Services, including all intellectual property rights provided under this Agreement (collectively referred to as **"insightsoftware IP**"), owned by insightsoftware or its licensors, and this Agreement does not grant the Customer any intellectual property rights in the insightsoftware IP. insightsoftware reserves all rights not expressly granted herein.

9.2 Customer Data. All rights, title, and interest in the Customer's proprietary information, whether in electronic form or in any other form or on any medium, that is owned by the Customer or an Authorized User, or that was created, uploaded, or transmitted by or on behalf of the Customer or an Authorized User, and that was entered into the Software in connection with the use of the Software in accordance with the terms of this Agreement ("Customer Data"), remain with the Customer, and this Agreement does not grant insightsoftware any intellectual property rights in the Customer Data.

9.3 Feedback. If the Customer or an Authorized User voluntarily submits suggestions, comments, or recommendations regarding the Software or the Services to insightsoftware ("**Feedback**"), the Customer grants insightsoftware a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license to use, reproduce, modify, and incorporate such Feedback into the Software or the Services without restriction. insightsoftware is under no obligation to respond to Feedback, and submitting Feedback does not create any obligation on the part of insightsoftware to compensate the Customer or an Authorized User or to credit them as the author. Feedback may not contain any Customer Data, the Customer's confidential information, or the Customer's proprietary methods

or processes, and insightsoftware's rights under this Section do not extend to those materials. This Section does not limit the Customer's ownership of its Confidential Information or Customer Data.

9.4 Use of Trademarks and Logos. The Customer agrees that insightsoftware may use the Customer's trademarks, trade names, and logos in insightsoftware's customer lists and marketing materials. The Customer may object to such use at any time by providing notice in text form to insightsoftware (in accordance with Section 15.4), and insightsoftware will remove the Customer's trademarks from future marketing materials within a commercially reasonable time after receiving such notice.

9.5 Use of Customer Data.

9.5.1 Subject to this Agreement, the Customer grants insightsoftware and its Affiliates a worldwide, limited, non-exclusive, and non-transferable right to access, use, reproduce, transmit, and display the Customer Data for the purpose of: (a) providing, updating and/or improving the Software and the Services provided, unless otherwise provided in Section 2 of Appendix 1; (b) prevent or resolve service or technical issues and/or maintain the Software, and monitor the use of the Software and the Services; and (c) enforce the parties' rights under this Agreement. To the extent Customer Data contains personal data, its processing is governed exclusively by the provisions of the Data Processing Agreement.

9.5.2 Unless otherwise provided in Section 2 of Appendix 1, insightsoftware is entitled to anonymize Customer Data in accordance with applicable law and, to the extent that personal data is involved in accordance with the applicable Data Processing Agreement, and to aggregate this anonymized data with data from other Customers and third parties ("**Aggregated Data**"). Aggregated data does not allow any conclusions to be drawn about the Customer or any specific individual and does not contain any confidential information belonging to the Customer. insightsoftware retains all rights, title, and interest in the aggregated data and may use it for any legitimate business purpose, including product development, system analysis, benchmarking, and the improvement of the Software and Services.

10. CONFIDENTIALITY.

10.1 Definition; Exclusions. "**Confidential Information**" means any information or materials, in any form, disclosed by one Party (**"Disclosing Party"**) to the other ("**Recipient**") that are marked as confidential or that, given the nature of the information and the circumstances of the disclosure, can reasonably be regarded as confidential. Confidential Information includes, but is not limited to, business plans, marketing plans, Customer information, technologies, personnel matters, product designs and plans, financial information, and, in the case of the Customer, Customer Data. insightsoftware's Confidential Information includes, but is not limited to, the Software, the Services, the Documentation, insightsoftware's intellectual property, Purchase Document, and pricing information. Confidential Information does not include information that (i) was already known to the Recipient prior to disclosure; (ii) becomes publicly known through no fault of the Recipient; (iii) was developed by the Recipient independently and without reference to the Disclosing Party's Confidential Information; or (iv) was obtained from a third party without any duty of confidentiality ("**Exclusions**").

10.2 Confidentiality Obligation.

(a) Use & Disclosure. The Recipient may disclose Confidential Information on a need-to-know basis to its employees, Affiliates, contractors, and service providers who are bound in writing by confidentiality obligations that are at least as stringent as those of this Agreement. The Recipient may not otherwise use or disclose Confidential Information without the prior consent in text form of the Disclosing Party, except as required to perform or receive the Services. The Recipient shall protect Confidential Information with at least

the same level of care that it exercises with respect to its own confidential information of a similar nature, but in no event less than reasonable care.

(b) Legally Required Disclosures. If the Recipient is required by law, regulation, or court order to disclose Confidential Information, the Recipient must promptly notify the Disclosing Party in advance, unless prohibited by law, and may disclose only that portion of the Confidential Information that, in the opinion of the Recipient's legal counsel, is required to comply with such legal obligation, using reasonable efforts to ensure that the Confidential Information so disclosed is treated as confidential by the receiving authority or body.

10.3 Claims for Injunctive Relief. The Parties' statutory claims and legal remedies, in particular claims for injunctive relief, remain unaffected.

11. DATA SECURITY AND DATA PROTECTION.

11.1 Location of the Service and Data Storage. insightsoftware provides its Software and/or Services, including the processing and storage of data, either directly or indirectly through its subcontractors in accordance with this Agreement, whose locations and identities are listed in the "List of Subprocessors" available athttps://www.insightsoftware.com/legal/contracts/subprocessors/ (collectively, the "Locations").

11.2 Data Security and Privacy. insightsoftware will use reasonable efforts—but at a minimum to the extent that insightsoftware protects its own data of comparable importance—to ensure the security of the Customer Data stored on insightsoftware's systems, applying the data security procedures and tools described in the insightsoftware Security Addendum athttps://www.insightsoftware.com/legal/contracts/info-security-addendum/ ("the Security Addendum") in accordance with the provisions set forth therein. insightsoftware processes personal data on the Customer's behalf under in accordance with the provisions of the insightsoftware Data Processing Addendum, which is available at https://www.insightsoftware.com/legal/contracts/data-processing-addendum/ , which is hereby incorporated into this Agreement by reference.

12. WARRANTIES.

12.1 General Warranties. Each Party warrants that it is authorized to enter into this Agreement and that, in connection with its performance of this Agreement, it will comply with all applicable local, state, national, governmental, and/or foreign laws, treaties, regulations, and/or orders that apply to a party and/or the provision and/or use of the Software and/or the Services.

12.2 Warranty for Software and Services.

12.2.1 The quality of the Software and Services shall be determined by the features and functions expressly agreed upon in the Agreement, applicable Purchase Document, and the Documentation. insightsoftware assumes no obligation regarding any quality beyond what is expressly agreed upon in this Agreement.

12.2.2 In the event of defects, insightsoftware shall, within a reasonable period of time and at its discretion, remedy the defect, provide a defect-free version, or re-perform the affected service, to the extent that this is possible and reasonable given the nature of the respective service. If the remedy fails, the Customer is entitled to its statutory rights, unless otherwise validly provided for under this Agreement.

12.2.3 A prerequisite for subsequent performance is that the Customer sufficiently describes the defect and grants insightsoftware the cooperation, information, and access necessary to examine and remedy the defect.

12.2.4 A defect does not exist if the impairment is due to (i) use that is not in accordance with the contract or unauthorized use, (ii) modifications made by the Customer or third parties, (iii) use with systems, products, or environments not provided or approved by insightsoftware, or (iv) other circumstances within the Customer's sphere of responsibility.

12.2.5 Additional or differing warranty provisions for specific Software or Services are set forth in the applicable software license and service terms.

13. INDEMNIFICATION.

13.1 Customer's Indemnification Obligation. The Customer shall indemnify insightsoftware and its Affiliates, officers, and employees against all claims by third parties arising from (i) the Customer's unauthorized use of the Software or Services, or (ii) the Customer Data, to the extent that the Customer is responsible for such claims. The indemnification also covers reasonable legal defense costs. The indemnification obligation applies only if insightsoftware promptly informs the Customer of the claim in text form in accordance with Section 15.4, allows the Customer to lead the legal defense and settlement negotiations to a reasonable extent, and provides the Customer with appropriate support in this regard. Any settlement that provides for a payment, other obligation to perform, or admission by insightsoftware requires the prior consent of insightsoftware.

13.2 insightsoftware's Indemnification Obligation. Subject to the terms and conditions set forth in this Section 13.2, insightsoftware shall, at its own expense, defend the Customer and its affiliates, officers, directors, shareholders, and employees (collectively, "Customer Indemnified Parties") against all claims arising from the allegation that the Software provided to the Customer under this Agreement or the **S**ervices rendered ("**Related Services**") infringe any third-party copyrights, trademarks, trade secrets, or patents, or misappropriate such third party's trade secrets when used in accordance with the Documentation and in compliance with this Agreement; and insightsoftware shall indemnify the Customer Indemnified Parties against any losses to the extent that such claims are based on the use of the Related Services

The foregoing indemnification obligations apply only if all of the following conditions are met: The Customer (i) promptly notifies insightsoftware of such a claim in text form in accordance with Section 15.4, (ii) grants insightsoftware, to a reasonable extent, control over the defense or settlement of such a claim, and (iii) cooperates reasonably with insightsoftware, at insightsoftware's expense, in defending or settling the claim.

The Customer may (at its own expense) be represented by legal counsel acceptable to insightsoftware (subject to clause (ii) of the preceding paragraph). A settlement of a claim may not include any financial obligation or obligation to perform a specific service on the part of the Customer, nor may it include any admission of liability by the Customer.

insightsoftware may, at its sole discretion and at its own expense, (A) replace the affected services at with compatible, non-infringing functionality, (B) modify the affected services at so that they no longer infringe, (C) obtain the right for the Customer to continue using the affected services, or (D) if the foregoing options are not reasonably available, terminate the use of the affected serviceand, in the case of services billed on a term-based basis, refund the fees paid in advance for the period following termination, as well as, in the case of a one-time payment for a perpetual license, refund a reasonable portion of the license fee paid, taking into account the duration of use to date.

insightsoftware shall have no obligation to indemnify if a claim is based on unauthorized use.

14. LIMITATION OF LIABILITY.

14.1 insightsoftware is liable for damages—regardless of the legal basis—under the principle of fault-based liability in cases of willful misconduct and gross negligence. In cases of simple negligence, insightsoftware is liable, subject to statutory limitations of liability, only:

(a) for damages resulting from injury to life, body, or health, and

(b) for damages resulting from a breach of a material contractual obligation, the fulfillment of that which is essential for the proper performance of this Agreement and on the observance of which the Customer regularly relies and is entitled to rely, in which case, insightsoftware's liability is limited to the reasonably foreseeable, typically occurring damages and may not exceed, in total, the fees that the Customer paid or was obligated to pay for the Software or Service affected by the damage during the twelve (12) months prior to the occurrence of the event giving rise to liability. If the relevant contract has not yet been in effect for twelve (12) months at that time, the fee amount agreed upon for the first twelve (12) months shall apply. The foregoing liability cap applies to all of the Customer's claims for damages within a single contract year in total. For services paid for on a one-time basis, the remuneration agreed upon for the service in question shall apply.

14.2 To the extent that data backup under this agreement falls within the Customer's area of responsibility, insightsoftware is liable in the event of data loss only for the costs that would have been necessary to restore the data had the Customer performed proper and regular data backups.

14.3 The foregoing limitations of liability apply correspondingly for the benefit of insightsoftware's Affiliates, statutory representatives, employees, vicarious agents (Erfüllungsgehilfen), and subcontractors. They do not apply if insightsoftware Affiliates, legal representatives, employees, vicarious agents, and subcontractors (or the persons named above, each with respect to their respective liability) has fraudulently concealed a defect or has provided a warranty regarding the quality of a service, nor do they apply to claims under the German Product Liability Act.

14.4 Unless otherwise agreed in this Agreement, the Customer's claims for material defects and defects of title shall be time-barred within twelve (12) months from the statutory commencement of the limitation period. The foregoing reduction in the limitation period shall not apply in the case of fraudulently concealed defects or to the extent that insightsoftware has provided a warranty. The statutory limitation periods shall apply to claims for damages.

14.5 To the extent permitted by law, insightsoftware shall not be liable for indirect or consequential damages, lost profits, lost revenue, lost business opportunities, or anticipated savings. The foregoing limitation is subject to the exclusions in the preceding provision, elsewhere herein, and by law.

14.6 insightsoftware's strict liability for damages under Section 536a(1), first alternative of the German Civil Code (BGB) due to defects that already existed at the time the contract was concluded is excluded. insightsoftware's indemnification obligations under Section 13.2 remain unaffected by the limitations of liability set forth in Section 14.

15. GENERAL PROVISIONS.

15.1 Compliance with Export Regulations. When distributing the Software or granting access to it, each party must comply with all applicable laws, regulations, and orders relating to export, import, re-export, and transfer that apply to it and the respective transaction, including laws, regulations, statutes, and orders regarding economic and trade sanctions in the United States and other governments, in particular the economic and financial sanctions imposed by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury , the U.S. Department of Commerce, the Bureau of Industry and Security ("BIS"), the European Union and all relevant member

states of the European Union, and the HM Treasury of the United Kingdom; furthermore, the Customer must comply with all applicable, current export, import, re-export, and transfer controls, which may be amended from time to time (collectively, "Export Laws"). The Customer may not, directly or indirectly, export, re-export, import, transship, or transfer the Software or the Services, as well as any related information, data carriers, or products, in violation of applicable laws and regulations; nor may the Customer permit third parties to access or use the Software in violation of any laws or regulations, to export the Software, or to otherwise remove it from the country of origin, unless such actions are taken in accordance with all applicable laws and regulations.

15.1.1 Encryption Controls. To the extent that the Software contains or integrates encryption functions, the Customer acknowledges that such Software may be subject to U.S. export controls on encryption technology pursuant to the EAR, including ECCN 5D002 or 5E002, and the Customer agrees to comply with all applicable licensing, reporting, and end-user certification requirements prior to any export, re-export, or transfer of this software or the associated technology, to comply with all applicable licensing, reporting, and end-user certification requirements.

15.1.2 Deemed Export. The Customer acknowledges that access to the Software by foreign nationals, whether inside or outside the United States, may constitute a "deemed export" or "deemed reexport" under applicable Export Laws, and the Customer is solely responsible for determining and complying with all applicable licensing requirements prior to granting such access.

15.1.3 ITAR Cross-Reference. The obligations to comply with export regulations set forth in Section 15.1 apply independently of and in addition to the restrictions on ITAR-controlled technical data. The Customer is responsible for complying with both provisions, to the extent applicable.

15.1.4 U.S. Government End Users. If Customer is acquiring the Software or Services on behalf of the U.S. Government or as a prime contractor or subcontractor thereto, the Government's rights in the Software, Services, and Documentation are limited solely to those set forth in this Agreement, consistent with FAR 12.212 and, for Department of Defense acquisitions, DFARS 227.7202-3. Nothing in this Agreement shall be construed to grant the U.S. Government rights in excess of those expressly set forth herein.

15.2 Export Control Representations. The Customer warrants and represents that: (i) the Customer is not a citizen, national, or permanent resident of a Sanctioned Country (as defined herein), was not incorporated or organized to conduct business in such a country, is not under the control of the government of a Sanctioned Country, is not a sanctioned party (as defined herein), and will not engage in any transactions or business dealings with a Sanctioned Party or in or with a Sanctioned Country. A "sanctioned party" means (a) any natural or legal person listed on any applicable sanctions or export-related list of blocked parties, including, but not limited to, OFAC "Specially Designated Nationals and Blocked Persons List," the EU's "Consolidated List," and, in any case, any list of sanctioned or ineligible parties maintained by any other competent government, as amended from time to time; or (b) any legal entity that is, owned, directly or indirectly, fifty percent (50%) or more directly or indirectly owned or otherwise controlled by one or more of the persons described in paragraph (a), or is otherwise controlled by them. A "Sanctioned Country" is any country or region subject to comprehensive sanctions imposed by the U.S. Department of the Treasury, the Office of Foreign Assets Control ("OFAC"), or any other competent government, and for which an embargo on goods applies; (ii) the Customer is authorized under U.S. law and any other applicable law to receive exports of the Software; (iii) The Customer shall not, directly or indirectly, sell, export, re-export, transfer, use, or permit the use of the Software, related technology, and the Services, as well as any other items provided by insightsoftware: (a) to, or for end use in or by, a Sanctioned Country, or to nationals, citizens, or permanent residents of such Sanctioned Countries; (b) to, or for end use by, persons or organizations that have been designated by a U.S. government agency or a government agency of another applicable country as not authorized to receive exports, including, but not limited to, Sanctioned Parties; and (c) to or for an end use prohibited

by applicable export or sanctions laws and regulations, including, but not limited to, activities related to the proliferation of chemical, biological, or nuclear weapons, weapons of mass destruction, or missiles capable of delivering such weapons, and related technology.

15.3 Force Majeure. Any delay in performance (other than payment of amounts due) caused by circumstances beyond the reasonable control of the performing party shall not constitute a breach of this Agreement. The period for performance shall be extended for a period equal to the duration of the circumstances preventing performance.

15.4 Notices. All notices, demands, consents, and other communications required or permitted under this Agreement require text form (Textform or text form). Text form is satisfied by transmission by email. Notices must be addressed to each Party at the contact person or email address stated in the applicable Purchase Document or provided at checkout, or to another address notified in text form.

15.5 Governing Law and Venue. This Agreement is governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement is Frankfurt am Main.

15.6 Assignment. The Customer may not assign, transfer, or sublicense this Agreement without insightsoftware's prior consent in text form, such consent not to be unreasonably withheld. insightsoftware is entitled to transfer and assign its rights and obligations under the Agreement without consent, provided that the Customer's rights under this Agreement are not materially impaired as a result. insightsoftware will promptly notify the Customer of any such transfer in text form in accordance with Section 15.4. An assignment, transfer, or sublicense in breach of this provision is, to the extent permitted by law, ineffective.

15.7 Amendments. insightsoftware may amend this Agreement from time to time. Amendments shall take effect as follows:

15.7.1 The following amendments shall take effect upon their publication at the relevant URL or upon notice to the Customer in text form in accordance with Section 15.4, whichever occurs first: (i) updates required to comply with applicable laws or regulatory requirements; and (ii) updates to documents referenced via hyperlink that do not materially restrict or expand the Customer's rights or insightsoftware's obligations under this Agreement.

15.7.2 insightsoftware is entitled to amend this Agreement with future effect to the extent that such amendment is necessary due to technical developments, changes to the software or services offered, changes to the relevant legal or regulatory framework, or to close regulatory gaps that arose after the conclusion of the Agreement, and provided that the amendment does not materially alter the contractual balance of benefits to the detriment of the Customer. Material performance obligations of the Customer, in particular the agreed-upon fees, as well as material performance obligations of insightsoftware, may not be amended on this basis. insightsoftware will notify the Customer of the amendment in text form at least thirty (30) days before it takes effect.

15.7.3 Notwithstanding the foregoing, any amendment may be incorporated into a new or renewed Purchase Document or a Click Wrap agreement at and take effect as of the date thereof, provided that the amended terms and conditions relating to such transaction are presented to the Customer and accepted by the Customer.

15.8 Miscellaneous.

15.8.1 If any provision of the Agreement is found to be unenforceable or invalid, it shall be limited to the minimum extent necessary or deleted, so that the remainder of the Agreement remains in full force and effect.

15.8.2 This Agreement, together with all signed Purchase Documents or Click-Wrap Terms, constitutes the entire agreement between the parties regarding the Software and/or Services and supersedes all prior and contemporaneous agreements, offers, or representations, whether written or oral. No statement or representation made during negotiations that is not expressly set forth in this Agreement shall be binding on either party or give rise to any legal claim.

15.8.3 This Agreement does not create an agency relationship, a partnership, a joint venture, or an employment relationship, and the Customer is in no way authorized to bind insightsoftware.

15.8.4 No purchase order, no entry via the Supplier Portal, submission, or other document issued by the Customer may amend or supplement the provisions of this Agreement; any such provisions are hereby rejected. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision. A waiver shall be effective only if declared in text form by an authorized representative of the waiving Party. Individually negotiated agreements remain unaffected.

15.8.5 To the extent that this Agreement requires a written notice, declaration, consent, notification, Documentation, or other written communication, text form in accordance with Section 15.4 shall suffice, unless a more stringent form is expressly prescribed.

APPENDIX 1

SOFTWARE LICENSE TERMS, AI TERMS, TERMS FOR PROFESSIONAL SERVICES

SOFTWARE LICENSE TERMS

1.1 Cloud Software.

1.1.1 insightsoftware grants the Customer a time-limited, temporary, worldwide, non-exclusive, non-sublicensable, and non-transferable right to access and use the Cloud Software exclusively for the Customer's internal business purposes and exclusively to perform the functions described in the Documentation. All rights granted under this Section shall terminate immediately upon the expiration or termination of the respective subscription term.

1.1.2 insightsoftware will use commercially reasonable efforts to meet the availability targets described in the Support Policy.

1.1.3 insightsoftware warrants that the Cloud Software will operate in all material respects in accordance with the Documentation. In the event of defects, the warranty provisions set forth in Section 12.2 of this Agreement shall apply. To the extent that the cloud software cannot be provided in accordance with the Agreement during the term, and subsequent performance fails, the Customer's statutory rights shall remain unaffected, unless otherwise validly provided for in this Agreement.

1.1.4 During the term of the subscription, insightsoftware may from time to time provide Upgrades to the Cloud Software at no additional cost, provided the agreed functionality of the Cloud Software is not materially impaired as a result. Insignificant impairments are disregarded.

1.2 On-Premises Software.

1.2.1 insightsoftware grants the Customer a limited, time-limited, worldwide, non-exclusive, non-sublicensable, and non-transferable license to install and use the On-Premises Software exclusively for the Customer's internal business purposes and exclusively to perform the functions described in the Documentation. All rights granted under this Section shall expire immediately upon the expiration or termination of the respective license term.

1.2.2 The Customer is responsible for installing and operating the On-Premises Software; installation assistance may be provided, to the extent the Customer is entitled to technical support, as part of insightsoftware's standard technical support. The Customer may install and operate the On-Premises software on any hardware, operating system, or infrastructure environment (including physical devices, virtual machines, containerized environments, and remote desktop or hosted infrastructure) that meets the minimum requirements specified in the Documentation. Each license for an Authorized User permits installation on up to two (2) devices, provided that the on-premises software is not used simultaneously on more than one device per Authorized User. The Customer is responsible for maintaining sufficient access controls to ensure that usage does not exceed the number of licensed users or otherwise violate the license restrictions contained herein.

1.2.3 insightsoftware delivers the On-Premises Software by electronic download or by other specified means, and delivery is deemed complete once the software is made available for download and the access credentials have been provided. insightsoftware provides all license keys required for activation. The Customer acknowledges that the On-Premises Software may contain technical control mechanisms (including timeout or metering mechanisms) designed to enforce the licensed scope.

1.2.4 The Customer may make a reasonable number of copies of the On-Premises Software solely for archival and disaster recovery purposes. All copies are subject to the same restrictions as the original and must include all proprietary notices.

1.2.5 insightsoftware warrants that the On-Premises Software will operate in all material respects in accordance with the Documentation. In all other respects, the warranty provisions set forth in Section 12.2 of this Agreement apply.

1.3 Perpetual Software exclusively for Existing Customers Only.

1.3.1 insightsoftware grants the Customer a perpetual, irrevocable (unless otherwise specified in Section 7 of this Agreement or a Purchase Document), worldwide, non-exclusive, non-sublicensable, and non-transferable license to install and use the Perpetual On-Premises Software exclusively for the Customer's internal business purposes and exclusively to perform the functions described in the Documentation. For clarity: the perpetual nature of the license grant applies only to the version of the Perpetual On-Premises Software delivered to the Customer at the time the respective Purchase Document took effect and does not entitle the Customer to support, maintenance, Updates, Upgrades, or new versions, unless the Customer maintains an active support subscription. The prohibition on transfer applies only to the extent that mandatory applicable law—in particular, the principle of exhaustion—does not permit a transfer. In such a case, however, the Customer must permanently delete the versions in its possession and notify insightsoftware of the deletion in text form in accordance with Section 15.4.

The preceding Sections 1.2.2 through 1.2.5 of this Appendix apply to Perpetual On-Premises Software.

1.4 End of Life. insightsoftware may declare product versions or product lines to be at end-of-life by notice in text form in accordance with Section 15.4 given at least 180 days in advance. For Perpetual On-Premises Software, EOL exclusively terminates the obligation to provide support, maintenance, Updates, and Upgrades; a right of use granted on a perpetual basis remains unaffected.

For term-based Cloud Software or On-Premises Software, an EOL during an already running fixed term may not result in a material restriction or termination of the use in accordance with the contract, unless insightsoftware provides a substantially equivalent replacement service at no additional cost or the Parties agree on early termination.

AI TERMS

2.1 Definitions. "AI Technology" means any machine learning, deep learning, and other forms of artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methods; all software implementations of the foregoing technologies; and associated hardware or devices capable of generating various types of content (including text, images, video, audio, or computer code) based on user-defined inputs. This includes AI-powered Customer support systems that process Customer communications, generate responses, route tickets, and provide analytics. "AI Features" means all characteristics, features, functions, or components of the Software that contain, use, depend on, or deploy AI Technology.

2.2 Ownership Rights to the AI Technology. Except for the licenses expressly granted in this Agreement, all rights, title, and interest in (a) the AI Technology, and all derivative works, modifications, and improvements to the AI Technology, and (b) the know-how information (excluding AI Customer Inputs, AI Customer Outputs, Customer Data, and the Customer's Confidential Information, and information derived therefrom, to the extent their use is not expressly permitted under this Agreement), regardless of whether these were (i) developed by insightsoftware or its

affiliates through the processing or analysis of the Customer's use of the AI Technology and/or the AI Customer Inputs, or (ii) generated or derived through the provision or support of the AI Technology, shall remain the property of insightsoftware or its licensors, and this Agreement grants the Customer no intellectual property rights in the AI Technology. For the purposes of this Agreement, the AI Technology is included in and forms part of insightsoftware's intellectual property rights.

2.3 Customer Inputs. The Customer's use of the Software includes the right to access the Software and use it to submit AI Customer Inputs. **"AI Customer Inputs"** means information, data, materials, text, prompts, images, or other content that (a) is entered, published, posted, uploaded, transmitted, transferred, or otherwise provided or made available by the Customer or an Authorized User, or on their behalf, for processing by or through an AI Feature, or (b) collected, downloaded, or otherwise received by an AI Feature for or on behalf of the Customer or an Authorized User, including in cases (a) and (b) for the purpose of fine-tuning, grounding, or otherwise modifying, refining, adapting, or customizing an AI Feature by, for, or on behalf of the Customer.

2.4 Customer Output. The Customer's use of the Software also includes the right to access and use the Software to obtain AI Customer Output. **"AI Customer Output"** means all text, images, sounds, videos, software code, predictions, recommendations, decisions, or other materials, information, or content generated by AI Technology.

2.5 Ownership Rights to AI Inputs and AI Outputs. insightsoftware claims no ownership of AI Customer Inputs or AI Customer Outputs; to the extent rights arise in AI Customer Outputs or are transferable, as between the Parties they belong to the Customer. However, insightsoftware retains all rights in the Software and the Services that contain, use, depend on, or deploy AI Technology. The Customer is solely responsible for ensuring that AI Customer Outputs are reviewed and validated before the Customer uses them, that they are suitable for the Customer's purpose, and that they comply with applicable laws. Due to the nature of artificial intelligence, AI Customer Outputs may not be unique to each user, and the AI Technology may generate or return the same or similar AI Customer Outputs for other customers, insightsoftware, or third parties

2.6 Use of AI Inputs and AI Outputs by insightsoftware. insightsoftware does not store, disclose, or use AI Customer Inputs or AI Customer Outputs beyond the extent necessary to provide the AI Technology and generate the requested results, and to ensure security, prevent misuse, and comply with legal obligations. Subject to the foregoing, this data will not be retained or used for training, improvement, or any other purposes after processing is complete. insightsoftware does not disclose AI Customer Inputs or AI Customer Outputs to third parties, except to subcontractors and service providers to the extent necessary to provide the AI technology and as permitted under this Agreement and the applicable Data Processing Agreement.

2.7 Restrictions. The Customer may not use the Software or the Services to: (a) make automated decisions that could adversely affect individual rights without adequate human oversight; (b) copy, create, offer, train, or sell , during the Term, competing artificial intelligence systems, products, services, or offerings with the same or similar functionality as the AI Technology; (c) use the Technology or AI Customer Outputs to create content that constitutes or promotes violence, hate speech, or harassment; or that insults or demeans any person; or that violates government security guidelines; (d) mislead individuals into believing that the AI Technology or AI-generated content was created exclusively by humans; (e) use the AI Technology in a manner that violates applicable regulations on artificial intelligence, in particular prohibited AI practices.

2.8 Limitations. insightsoftware assumes no responsibility or liability for third-party software, services, or products that the Customer uses independently and that are not part of the services provided by insightsoftware. Due to the nature of artificial intelligence, AI- Customer Outputs may not be unique and may exhibit similarities or

matches with outputs generated for other customers, insightsoftware, or third parties. The Customer acknowledges that the mere fact that AI Customer Outputs show similarities of outputs generated for other users does not, in and of itself, constitute a breach of confidentiality or intellectual property rights. insightsoftware makes no warranty of the exclusivity or originality of AI Customer Output. However, the operation and performance of the AI Technology are included in and form part of insightsoftware's Confidential Information.

2.9 Warranty. The warranty provisions in Section 12.2 also apply to the AI Technology, including all AI Customer Outputs. The Customer acknowledges that AI Customer Outputs may contain errors, omissions, or inaccuracies. The Customer may not rely on factual statements in AI Customer Outputs without independent verification and must review designs, workflows, processes, or work instructions for functionality and suitability for its purposes prior to use. No information, suggestions, or AI Customer Outputs constitute a warranty unless expressly provided for in this Agreement. insightsoftware makes no warranty as to the accuracy, completeness, or suitability of AI-generated content, unless expressly agreed otherwise. The Customer is responsible for appropriate review and validation of AI-generated content prior to its use or disclosure to end users.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

3.1 General. insightsoftware performs Services on request. Each Purchase Document specifies the scope, services, deliverables, schedule, and applicable fees for the Services.

3.2 Changes. Any change to the scope, schedule, or fees for Services must be agreed in text form by both parties prior to implementation ("**Change Order**"). insightsoftware is not obligated to perform work outside the agreed-upon scope unless a corresponding Change Order is in place. If the Customer requests changes that would materially affect the schedule or the resources required to perform the services, insightsoftware reserves the right to adjust the fees and schedules accordingly in the corresponding Change Order.

3.3 Cooperation. The Customer acknowledges that insightsoftware's ability to provide the services depends on the Customer's timely cooperation, including granting access to relevant systems, data, personnel, and facilities, to the extent reasonably requested by insightsoftware. The Customer shall designate a project contact person who is authorized to make decisions on behalf of the Customer. If the Customer's lack of cooperation causes delays or additional costs, insightsoftware may adjust the project schedule and fees reasonably to account for the additional costs incurred as a result, and such an adjustment shall not constitute a breach of contract by insightsoftware.

3.4 Acceptance. Unless otherwise specified in the applicable Purchase Document, the Services shall be deemed accepted upon the earliest of the following: (i) the Customer's written approval, (ii) the Customer's productive use of the service in accordance with its intended purpose, provided that such use is not solely for testing, evaluation, or acceptance purposes, or (iii) ten (10) business days after delivery, if within that period the Customer does not notify insightsoftware in text form of a material non-conformity and describe the reasons for it in reasonable detail . insightsoftware will use commercially reasonable efforts to remedy defects reported in a timely manner; thereafter, the acceptance process shall be repeated. Deliverables that conform to the specifications after remedy are deemed accepted.

3.5 Ownership Rights to the Deliverables. As between the Parties, insightsoftware owns all rights, title, and interest in all Deliverables developed in connection with the Services, including all intellectual property rights contained therein, except for Customer Data, Customer's Confidential Information, and other materials provided by the Customer. insightsoftware grants the Customer a limited, non-exclusive, non-sublicensable, and non-transferable license to use these deliverables exclusively for the Customer's internal business purposes in connection with the Customer's authorized use of the relevant Software, for as long as the Customer maintains an active subscription for that Software or holds an effective right of use the Software. Upon expiration or termination

of the relevant subscription or right to use the software, the Customer's license to the Deliverables shall automatically terminate, and the Customer must promptly destroy or return all copies in its possession. Services configured for or integrated into the Software may not be used with third-party software or platforms without the prior consent in text form of insightsoftware.

3.6 Warranty for Services. insightsoftware performs the Services in a professional manner and in accordance with generally accepted industry standards. In the event of defects, the warranty provisions set forth in Section 12.2 of this Agreement shall apply.

3.7 Costs. Unless expressly agreed otherwise, the Customer shall reimburse insightsoftware for reasonable, pre-approved travel and out-of-pocket expenses incurred in connection with on-site Services, provided that insightsoftware submits receipts for such expenses with reasonable accuracy. Travel and out-of-pocket expenses are invoiced at cost without markup.

3.8 Suspension. insightsoftware may suspend the performance of Services upon notice in text form in accordance with Section 15.4 if the Customer fails to make undisputed payments by the due date, fails to provide the necessary cooperation or access, or otherwise commits a material breach of this Agreement, and such breach or failure is not remedied within ten (10) business days after such notice. Any suspension pursuant to this Section shall interrupt the applicable project deadlines for the duration of the suspension period.

3.9 Non-Solicitation. During the Term of this Agreement and for twelve (12) months thereafter, neither Party may specifically and actively solicit employees or contractors of the other Party with whom it was in direct contact in connection with this Agreement to join its organization. This does not apply to general job advertisements not specifically directed at such persons or to applications submitted without prior targeted contact by the hiring Party.