

Terms of purchase

- 1. Entire agreement:** The purchase order covering the procurement of the hardware, software, software as a service or other cloud computing offerings (the “Cloud Offering”), and/or any services and support, (and all applicable documentation) (collectively, “**Products**”), together with these terms and conditions, and any exhibits or other documents attached or incorporated by reference (collectively the “**Purchase Order**” or “**PO**”), constitutes the entire agreement between Insight and the supplier identified in the PO (“**Supplier**”). Any additional or different terms or conditions contained in any other documents are considered material alterations to this PO, expressly rejected and will not be binding upon Insight. However, if a master agreement exists between Supplier and Insight, the terms of the master agreement will prevail over any inconsistent terms of this PO. Supplier’s electronic acceptance or acknowledgement of this PO, or commencement of performance constitutes Supplier’s acceptance of these terms and conditions.
- 2. Scope:** Supplier grants Insight non-exclusive and royalty-free right to market, promote, resell and distribute the Supplier’s Products purchased under this PO to Insight customers and end users (“**Clients**”). Insight resells licenses or subscriptions to Supplier’s software and Cloud Offering Products and does not itself take license to any such Product. Supplier and its licensors own and retain all title and intellectual property rights to all software and Cloud Offering Products. Clients’ use of any software and Cloud Offering Product is governed by Supplier’s End User License Agreement, End User Terms or Authorized Use Policy (or other licensing or use documentation) (“**EULA**”) prevailing at the time of the sale. Insight passes through to its Clients all Product warranties and representations made by Supplier. Supplier agrees that all its Product warranties are for the benefit of the Client (or Insight as the Client’s agent).
- 3. Delivery:** Time is of the essence in Supplier’s performance of its obligations under the PO. Supplier will immediately notify Insight if Supplier’s performance under the PO is delayed or is likely to be delayed. Insight may reschedule, terminate or cancel any PO prior to shipment by Supplier. Supplier is responsible for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance, unless otherwise expressly indicated at the time of sale. Supplier is responsible for packaging or providing access to the EULA with all software and Cloud Offering Products. Supplier will include with each delivery of Products a packing list identifying the PO number, the part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment. Title and risk

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4. **Price and payment:** Insight will not be responsible for payment of any invoices for which Insight has not placed a purchase order, including, but not limited to, renewal of maintenance support or related services charges. Product pricing is exclusive of state and local use, sales and property taxes. As between Insight and Supplier, Insight is responsible for all taxes incurred as a result of the purchase of Products from Supplier. Supplier will break out from the price all such taxes and other charges in its invoices. Supplier will invoice Insight on the date of shipment. Each invoice must include the PO number. All payments will be in U.S. dollars unless otherwise indicated on the PO. Payment is deemed to be made on the date of Insight's transmittal.
5. **Returns:** Insight may return to Supplier for full credit (including all freight charges) any Product found to be defective or returned by a Client pursuant to a Supplier warranty. Supplier will issue a Return Materials Authorization ("**RMA**") to Insight within 1 business day of Supplier's receipt of notice of such rejection. Supplier will bear all return shipping charges, including insurance charges, that Insight incurs as a result of such returns.
6. **Confidentiality:** Supplier agrees to maintain in confidence and safeguard the terms and conditions of this PO, and certain information that Insight considers proprietary and/or confidential, including but not limited to: trade secrets, know-how, techniques, business plans/opportunities, personal data, Client data, financial information, products, services, methods or procedures, customer lists, equipment or systems, and other confidential information ("**Confidential Information**"), in whatever form, furnished by Insight orally or in writing. Supplier will use Confidential Information only for the purpose of conducting business in the manner contemplated by this PO. Confidential Information does not include information that: (i) is or becomes generally known or in the public domain, through no fault of Supplier; (ii) was lawfully in Supplier's possession without restriction as to use or disclosure before its receipt from Insight; (iii) is

received by Supplier from a third party without a duty of confidentiality; (iv) was independently developed/learned by Supplier; (v) is required to be disclosed under operation of law; or (vi) is disclosed with the prior written consent of Insight.

7. **Representations and warranties:** Each party warrants and represents that: (i) it has the full power to enter into the PO and to perform its obligations under the PO; and (ii) it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this PO. Additionally, Supplier represents and warrants that: (a) it owns the property rights to the Product or otherwise has sufficient rights in the Product to grant to Insight and its Clients the rights to use the Products; (b) unless expressly identified and authorized by Insight at the time of sale, the Products are new; (c) the Products, and use of the Products, do not and will not infringe upon any third party's intellectual property rights; (d) Supplier's Products conform in all material respects to the all applicable Product documentation, including any EULA, warranty and/or services agreement memorializing the Product specifications, requirements and descriptions; (e) services provided under the PO will be provided in a professional and workmanlike manner, with all reasonable skill, care and diligence consistent with best practices in the market in which Supplier conducts its business, and in accordance with any applicable written specifications or descriptions; and (f) with respect to Supplier's Cloud Offerings, Supplier will (i) implement and maintain policies and practices relating to the retention, backup, data restoration, purging, wiping, disposal, security and confidentiality of any Client data it stores, processes or possesses in connection with the Cloud Offering ("Security Policies"), that are adequate and appropriate in light of the nature of the Cloud Offering and consistent with best practices in the market in which Supplier conducts its business, (ii) upon request, promptly provide copies of its Security Policies to Insight, and (iii) promptly notify Insight of any changes to its Security Policies. In addition, upon written request by Insight, Supplier shall promptly provide (w) any certifications or review reports of Supplier's Security Policies, including, without limitation, any then-current report produced by Supplier or a third party that reviewed such policies; (x) Supplier's policies and practices for responding to security breaches and for responding to government or other third-party requests for access to any Client data; (y) the location of Supplier's data centers or other facilities used in connection with delivering the Cloud Offering, providing any customer or technical support, and/or storing any Client data; and (z) Supplier's policies for retrieving of Client data if the Cloud Offering is terminated or Supplier becomes insolvent or bankrupt or if insolvency, liquidation or other similar proceedings are commenced by or against Supplier. Notwithstanding anything to the contrary in Supplier's policies and practices, Supplier shall as soon as practicable (or where applicable, in accordance with applicable laws) notify Insight and Insight's Client in writing of any security breach, including without limitation, any unauthorized access to Client data, and the loss or corruption of Client data.

8. **Warranty disclaimer:** TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO OTHER WARRANTIES ARE MADE, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **Indemnification:** Supplier shall defend, indemnify and hold Insight harmless from and against any and all third-party claims, demands, loss, damage or expense, including reasonable attorney fees, (collectively, "**Claims**") arising out of or in connection with any (i) negligent or willful acts or omissions resulting in bodily injury or death of any person or damage to property; (ii) any infringement of a third party's intellectual property rights, provided Insight gives Supplier prompt written notice of the Claim and permits Supplier to control the defense, settlement, adjustment or compromise of any Claim; or (iii) any breach by Supplier under Section 7(e) or 7(f). Supplier will not enter into any settlement of a Claim, including any obligation of Insight to remit payment or an admission of wrongdoing or liability on behalf of Insight, without Insight's prior written consent, which shall not be unreasonably withheld. If a third party enjoins or interferes with the use of any Products, then in addition to Supplier's obligations under this Section, Supplier will use its best efforts to (i) obtain any licenses necessary to continue to use the Products; (ii) replace or modify the Products as necessary to continue use of the Products; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to Insight the amount paid for such Products.

10. **Liability:** IN NO EVENT WILL INSIGHT BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PO, WHETHER OR NOT INSIGHT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

INSIGHT WILL NOT BE LIABLE TO SUPPLIER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT PAID TO SUPPLIER BY INSIGHT UNDER THIS PO. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

11. **Governing law:** This PO will be construed in accordance with, and all disputes will be governed by, the laws of the State of Arizona, without regard to its conflict of laws rules. The parties irrevocably consent to the personal jurisdiction of the state and federal courts in and for Maricopa County, Arizona, and irrevocably waive any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

12. **General:** Supplier may not assign any of its rights or delegate any of its obligations under the PO without Insight's prior written consent, which Insight will not unreasonably withhold. Insight may, at its option, void any attempted assignment or delegation undertaken without Insight's prior written consent. Any notice to be given under the PO will be in writing and addressed to the party at the address stated in the

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