

## Terms & Conditions: eCommerce Product Returns

Insight hereby expressly disclaims all warranties either expressed or implied warranty of merchantability or fitness for a particular purpose. This disclaimer by the seller in no way affects the terms of the manufacturer's warranty if any. Title to goods herein being purchased is retained by the seller until goods are paid for by the purchaser and at that time title passes to purchaser. If goods herein being purchased are being purchased for purposes of export, purchaser must obtain from the Federal Government certain export documentation before shipping to a foreign country. In addition, manufacturers' warranties for exported goods may vary or even be null and void. If you have questions, please inquire. Any and all liability is only for the products purchased.

### General terms and policies

For all prices and products, we reserve the right to make adjustments due to errors, changing market conditions, product discontinuation or typographical errors in advertisements. Insight is not responsible for manufacturer price changes, which may occur at any time without notice. Monitors are not included with computer systems unless specified. Although Internet orders generate an automatic confirmation and response Email, Insight may change its pricing, product description or specification after any order confirmation or response email but prior to shipment due to errors, changing market conditions, product discontinuation or typographical errors.

Please keep all packing material and documentation in the event that your equipment has to be serviced or returned.

### Product returns

Insight adheres to all manufacturer warranty and return policies. All product returns must be processed with a Return Materials Authorization Number (RMA #). NO returns of any type will be accepted without an RMA #.

RMAs issued by Insight are valid for 15 days only, and product must be returned to Insight within this time frame. RMAs cannot be extended or re-issued.

Due to manufacturers' policies, Insight cannot accept returns of the following items for exchange, replacement or credit for any reason: Compaq, IBM, Toshiba, Hewlett Packard and Apple. Dead on Arrival (DOA) or defective merchandise can be returned for repair only to an authorized service center. Insight reserves the right to add additional manufacturers to this list as manufacturer policies change, manufacturer goes out of business or if product was specially ordered.

Insight provides you with two ways to obtain an RMA# provided the return meets manufacturers' guidelines. You can fill out and submit the online RMA # request form, if already on our website answer the question at right, if not go to [insight.com](https://www.insight.com) and click on the Customer Service tab. Your request will be emailed to the Customer Service department for review, or you can call Customer Service at 800.827.6100 and select option 3. A customer service representative will assign you an RMA # and assist you with any questions you may have. Customer Service business hours are 7 a.m. to 6 p.m. Central Time.

Please have the following information on hand when calling for an RMA #: customer name, invoice number, serial number and the nature of the problem. All can be found on your invoice.

Please note that the following products cannot be returned:

- Discontinued items
- Special order items

- Literature
- Items for which manufacturers will not accept returns
- Items not purchased through Insight Corporate Solutions
- Products modified by the Configuration Center
- Open units, units that require reboxing, or units in an unsuitable resale condition
- Closeout, remanufactured and refurbished products
- Items that have undergone revisions without being assigned a new part number by the manufacturer

Items that have undergone revisions without being assigned a new part number by the manufacturer

All returns MUST: be 100% complete, contain ALL original boxes and packing material, have original UPC codes on the manufacturer's boxes, and contain all blank warranty cards, accessories and documentation provided by the manufacturer. Incomplete returns may be returned to sender or subject to a restocking fee of up to 20%.

Clearly mark each address label of each package being returned with the RMA #. DO NOT WRITE ON THE MANUFACTURER'S BOX. Insight strongly recommends using a reputable shipping carrier capable of providing proof of delivery, as well as properly packing and fully insuring return shipments.

1. If you are having problems with installation of the product purchased or have any technical questions regarding your purchase, please contact our Technical Support Department at 800.934.4477, option 2.
2. Defective and DOA product must be reported to Customer Service within 21 days of the invoice date. The product will be repaired, replaced or credited according to the manufacturer's warranty.
3. All order discrepancies (shortages, mislabeled product, damaged product or overages) must be reported to Customer Service within 5 business days after receipt of the shipment.
4. All non-defective returns must be reported to Customer Service within 5 business days after receipt of the shipment. Insight will replace or credit the product according to the manufacturer's warranty. A restocking fee up to 20% will apply to cover the cost of the return.
5. Insight will only accept unopened or pre-installed software and CDs for return. NO OPEN SOFTWARE WILL BE ACCEPTED.

\*\*Customers are responsible for shipping charges and risk of loss on all return shipments. Insight will credit one-way shipping for returns that are our error.

Insight reserves the right to authorize product returns beyond 21 days from the invoice date. If the product is accepted after 21 days, credit will be issued toward FUTURE PURCHASES ONLY.

## Terms of Sale: Third Party Cloud Services *(Insight Public Sector, Inc. - U.S. on*

These terms and conditions ("Terms of Sale") govern the purchase of the Cloud Services from Insight Public Sector, Inc. ("Insight") by the customer ("Client") identified in the Cloud Services order form (the "Order") and is incorporated into and made part of that Order, unless purchase is being made pursuant to a separate written agreement. Where the terms and conditions of this purchase conflict with the terms and conditions of the separate written agreement, the terms and conditions of the separate written agreement shall prevail.

### Section 1. Definitions

"Client Data" means any information of, or related to, Client, including without limitation, (i) any information about Client disclosed by Client or Insight to Service Provider during the Term of the Order, including, without limitation, any Client-issued requirements in connection with the Cloud Services; (ii) any information of Client transmitted or otherwise sent to, or uploaded to, any Service Provider Facilities, and/or any information of Client that resides in any Service Provider Facilities, through or as a result of Client's purchase or use of the Cloud Services; (iii) any work product or other information of Client developed, generated, or otherwise produced from the use of the Cloud Services; and/or (iv) any information obtained by Service Provider, whether visually, physically, or remotely, from any client facilities during the course of provisioning Cloud Services to Client.

"Cloud Service(s)" means (i) the services and any software or other materials described in the Service Provider Terms, and (ii) any ancillary services provided by Service Provider in connection with such services, as described in the Service Provider Terms and offered by Insight under the Order.

"Fees" means the amounts due for use of the Cloud Services purchased by Client under the Order.

"Personal Information" means information that is identifiable to a particular individual, including but not limited to such person's name, physical address, telephone number, email address, social security number, or credit card number.

"Service Level Agreement" or "SLA" means the service levels or service level agreements, if any, set forth in the Service Provider Terms.

"Service Provider" means the entity that provides the subscription based Cloud Services described in the Service Provider Terms and offered by Insight under the Order.

"Service Provider Facilities" means any infrastructure of Service Provider or its licensors in connection with the provision of the Cloud Services or technical support, including, without limitation, software programs, hardware, data centers, networks, systems, websites, technology, or other facilities or resources provided or operated by, or on behalf of, Service Provider or its licensors in connection with the provision of the Cloud Services.

"Service Provider Terms" means, collectively, Service Provider's description of Cloud Services, terms of use/service, direct agreements entered into with Client, and SLAs, if any, all of which may be amended or otherwise updated unilaterally by the Service Provider from time to time.

“Special Terms Addendum” means any terms and conditions that are specific to the particular Insight offering or Service Provider and listed on an addendum to the Terms of Sale. To the extent such terms differ or conflict with these Terms of Sale, the Special Terms shall govern.

“Subscription Period” means the monthly, yearly or other period as identified in the Order that begins the date Cloud Services commence for such Subscription Period.

“Territory” means the geographical area where Client is authorized to provision and use the Cloud Services.

“Term” means collectively, the “Initial Term” and any “Renewal Term,” as those terms are defined in Section 4.1 (Order Term), that begins as of the Effective Date of the Order.

## Section 2. Scope of Cloud Services

INSIGHT IS RE-SELLING AND/OR SOLICITING ORDERS ON BEHALF OF SERVICE PROVIDER FOR CLOUD SERVICES PERFORMED OR OTHERWISE PROVIDED BY SERVICE PROVIDER OR ITS AFFILIATES, SUBCONTRACTORS, SUCCESSORS, OR ASSIGNS. UNLESS SPECIFICALLY IDENTIFIED AS ‘INSIGHT OFFERINGS’, INSIGHT ITSELF DOES NOT PERFORM THE CLOUD SERVICES THAT ARE SUBJECT TO THE TERMS OF THE ORDER. Insight is not responsible for any services related to the implementation or configuration of Cloud Services for Client’s use, unless otherwise agreed upon by Insight and Client under a separate written agreement. References to reselling or resale (or a variation thereof) shall include the solicitation of Orders on behalf of a Service Provider.

### 2.1 Cloud Services Restrictions, Rights and Use.

- a. Service Provider Terms. Cloud Services sold by Insight under the Order will be performed or otherwise provided by Service Provider in accordance with the Service Provider Terms. Client shall comply with the Service Provider Terms and look to Service Provider for compliance of the Service Provider’s responsibilities under those terms. Service descriptions in effect at the time of purchase will apply for the entire applicable Subscription Period. However, Client agrees that Service Provider may, at any time, amend Cloud Services descriptions or otherwise update them and any documentation relating thereto, including, without limitation, any specifications for the Cloud Services for any reason including, without limitation, legal, safety, business, or technical considerations.

SERVICE PROVIDER TERMS IN EFFECT AT COMMENCEMENT OF EACH SUBSCRIPTION PERIOD WILL REMAIN IN EFFECT UNTIL THE END OF CLIENT’S THEN-CURRENT SUBSCRIPTION PERIOD. IF AMENDED OR OTHERWISE UPDATED VERSIONS OF SERVICE PROVIDER TERMS ARE AVAILABLE AFTER THE EXPIRATION OF CLIENT’S THEN APPLICABLE SUBSCRIPTION PERIOD, THEN CLIENT AGREES THAT SUCH VERSIONS WILL AUTOMATICALLY BECOME THE “SERVICE PROVIDER TERMS” FOR CLIENT’S SUBSEQUENT RENEWAL SUBSCRIPTION PERIOD, AND SUCH VERSIONS WILL CONTROL UNLESS OTHERWISE MUTUALLY AGREED UPON IN WRITING BY CLIENT AND SERVICE PROVIDER. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING THE DESIGNATED URL OR A SUCCESSOR URL OF SERVICE PROVIDER TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED VERSIONS.

- b. Other Related Terms. Client expressly acknowledges and agrees that it may be subject to Service Provider requirements other than those set forth or referenced in the Order, including policies, license agreements, system-access terms and conditions,, that may be imposed by Service Provider or its licensors upon Client in connection with accessing or otherwise using the Cloud Services (collectively, “Other Related Terms”). Client expressly acknowledges and agrees that Insight shall not be liable for any breach by Service Provider of Service Provider’s obligations under any applicable Other Related Terms, if any, or for any loss, damages, costs, or expenses incurred by Client in connection with any actions taken by Service Provider under the applicable Other Related Terms, including, without limitation, any actions against Client to enforce any provisions therein.

- c. **IP Rights.** Client owns and retains all right, title, and interest in and to Client Data and all intellectual property rights therein. Service Provider or its licensors, subcontractors, or suppliers will retain all rights, title, and interests in and to the Cloud Services and Service Provider Facilities as well as any derivative works thereof, including, without limitation, any intellectual property rights in and to the Cloud Services and the Service Provider Facilities. Client shall not infringe, misappropriate, or otherwise violate such rights, title, or interests. Client's access to Cloud Services shall be subject to the terms and conditions of the Order, as well as Service Provider Terms.
- d. **Use of Cloud Services.** Use of the Cloud Services is governed by the Service Provider's Terms, as well as the following usage notices and limitations. Client assumes all risks, costs, and expenses in connection with the use of the Cloud Services.
1. **Territory.** Client is purchasing Cloud Services in the Territory for use within the Territory, unless otherwise specifically and mutually agreed upon in writing by authorized representatives of each party. Except as otherwise set forth in an Order Form or the Service Provider Terms, the Territory is worldwide.
  2. **Service Provider Facilities.** Client acknowledges that the Cloud Services may be provided by Service Provider from Service Provider Facilities anywhere in the world and Service Provider may, at any time, transfer the provision of the Cloud Services from one installation to another. There is no guarantee that any such installation, or part thereof, is dedicated to the sole use of Client. Transfer, transmission, distribution, posting, uploading, storage, downloading, and the retrieval of any information, software, technology, or other technical data via the Cloud Services may be subject to U.S. or foreign export, import, privacy, or data security laws.
  3. **High Risk.** Cloud Services sold by Insight are not designed for use in life support, life sustaining, nuclear or other applications in which failure could reasonably be expected to result in personal injury, loss of life or catastrophic property damage.
  4. **Business Purpose.** Client will use the Cloud Services for its own use and for legitimate business purposes only, and Client shall not resell, sub-lease, sub-rent, or sub-license the Cloud Services to any third party.
  5. **Internet.** Client shall comply with all relevant legislation applicable to the use of the internet and shall conform to the protocols and standards published on the internet from time to time and adopted by the majority of internet users. Insight reserves the right to edit or remove any post or transmission by Client that, in Insight's judgment, is not appropriate, reasonably believes may violate applicable laws or regulations, or portrays Insight or Service Provider in a false, misleading, derogatory, or offensive manner.

2.2 **Client's Responsibilities.** In addition to other duties of Client set forth in these Terms of Sale, Client is responsible for the following: (a) maintaining the security of its networks, servers, applications and access codes, including, without limitation, the backup and other protection of its system and data, against loss, damage or destruction by third parties; (b) providing information reasonably requested by Insight or Service Provider, including, without limitation, any technical and related information, and any consents that Insight or Service Provider may need from Client necessary for Service Provider to enable the Cloud Services and shall otherwise undertake the responsibilities applicable to Client set forth in the Service Provider Terms; (c) work with Insight and Service Provider to resolve performance issues as necessary. Insight may assume, without inquiry or liability, that any person in possession of Client's account information or access codes has the authority to access Client's account or the Cloud Services, or modify Client's account. Client must immediately notify Insight in writing of any unauthorized use of such information or codes.

2.3 **Service Provider Marketplaces.** Certain Service Providers may offer access to a "marketplace" where You may purchase cloud offerings from third-party vendors unaffiliated with both the Service Provider and Insight ("Marketplace"). Any such offerings are made available to you expressly subject to the program rules, terms and conditions imposed by the third-party vendors and not these Terms of Sale (except as forth herein). Regardless of how you may purchase these offerings on the Marketplace, Insight will still

serve as your billing agent, and You will pay Insight as invoiced for Your Marketplace purchases in accordance with these Terms of Sale. In addition, the following terms and conditions of these Terms of Sale shall apply to any Marketplace purchases: Sections 1.3 (Cloud Services Use, Rights, and Restrictions), 2.2 (Invoicing/Payment), and 4.2 (Warranty Disclaimer).

## Section 3. Fees and Invoicing

3.1 Fees. Client shall pay Insight the Fees identified in the Order. In addition, Insight reserves the right to make adjustments to pricing for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, Service Provider price changes based on general partner/distributor program changes and errors in advertisements.

3.2 Invoicing/Payment. Charges for the Cloud Services will commence from the date the Cloud Services are made available by Service Provider to Client and are non-refundable. Fees include: (a) recurring charges for that calendar month or other mutually-agreed-upon billing period; and (b) non-recurring set up and other one-off charges (including but not limited to domain set-up charges), if any, for that calendar month or other mutually-agreed-upon billing period. Insight will invoice Client the Fees in accordance with the frequency indicated in the Order. Client must pay all invoices in full within 30 days of the invoice date. To apply for credit in connection with such purchase, Client must establish an account with Insight. Client agrees to promptly: (i) provide certain accurate, current and complete information as reasonably required by Insight to process credit application or Order, or by Service Provider to provision the Cloud Services or provide technical support ; and (ii) maintain and update such information to keep it accurate, current and complete, including but not limited to, changes to Client's billing address or e-mail address, the names of its authorized personnel, or changes in applicable credit-card information (including, without limitation, any expiration or cancellation of the credit card). If Client has selected to use a credit card as its method of payment, then Client authorizes Insight to charge that credit card for such Fees until Cloud Services are terminated in accordance with these Terms of Sale. Client is responsible for Insight's costs of collection for any payment default, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described herein, Insight reserves the right to suspend further deliveries until payment is received.

3.3. Usage Based Billing. Upon execution of this Order, the parties agree that all future increases in quantities used, enabled or consumed for existing purchased Cloud Services will be invoiced on an actual use basis. If new Cloud Services or features are procured, Client will need to execute a Project Change Request Form for any such net-new Cloud Services.

3.4 Taxes. Fees or prices expressed in the Order exclude taxes of any kind. Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are solely Client's responsibility. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

3.5 Cloud Service Credits. Unless otherwise provided by Service Provider and to the extent that a Cloud Service credit is due to Client in accordance with the Service Provider Terms, the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's receipt the corresponding credit amount from Service Provider following Service Provider's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if Service Provider is unable to verify, or otherwise rejects, Client's claim for any reason or if Service Provider fails to provide the Cloud Service credit for any reason even if it has verified Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE CLOUD SERVICES OR BREACH OF THE SLA.

## Section 4. Term; Termination/Suspension Rights; Effect

4.1 Order Term. Unless earlier terminated in accordance with this Section, the initial term of Client's subscription of Cloud Services shall commence on the later of (i) the Effective Date, or (ii) the date the Cloud Services are made available to Client by the Service Provider as notified by the Service Provider to Insight, ("Initial Term", which is coterminous with the Initial Subscription Period identified on the Order). Upon expiration of the Initial Term, Client's subscription of Cloud Services will automatically renew for additional, successive terms (each a "Renewal Term") unless Client or Insight provides notice of non-renewal in accordance with Section 5.7(b) (Notices – Routine). Notice of non-renewal for a monthly Subscription Period must be given at least 30 days prior to the end of the then-current Subscription Period. Notice of non-renewal for a Subscription Period of greater than 1 month must be given at least 45 days prior to the end of the then-current Subscription Period.

### 4.2 Termination Rights

#### a. For Cause.

1. By Insight. Without prejudice to any other rights to which it may be entitled, Insight may terminate the Order, in whole or in part, with immediate effect, if Client materially breaches these Terms of Sale and fails to remedy that breach within 30 days of receipt of Insight's written notice of such breach. A material breach, includes but is not limited to: (i) Client's failure to pay Fees when due, (ii) rejection, for any reason, of any charges for Fees using a credit card provided by Client, or (iii) Client's breach of Section 5.1 (Compliance With Laws). In addition, If Service Provider terminates any part or all of the Cloud Services in connection with any "Use Issues" as defined in this paragraph, Client shall be deemed to have been in material breach of the Order. "Use Issues" means Client's misuse of Cloud Services in violation of the Order, the Service Provider Terms or Other Related Terms, or due to any other act or omission of Client. Notwithstanding anything to the contrary in this paragraph, if Service Provider terminates any part or all of the Cloud Services in connection with any Use Issues, Insight may terminate the Order, in whole or in part, upon written notice with immediate effect unless indicated otherwise in such notice.
2. By Client. Client may terminate the Order if Insight materially breaches these Terms of Sale and fails to remedy that breach within 30 days after receipt of Client's written notice of such breach. Insight shall not be deemed in default if Service Provider withholds provision of Cloud Services or suspends or terminates Client's access to, or use of, Cloud Services, or any part thereof, as allowed under this Section 4. Any such action by Service Provider does not give Client the right to terminate the Order.

b. For Convenience. Once Cloud Services are provisioned (made available for use by Client), an Order may not be terminated or suspended by Client for convenience. The Order will automatically terminate with immediate effect, without any liability for such termination, upon written notice to Client if Service Provider terminates its agreement with Insight to resell Cloud Services. In addition, if the Order is entered into by Insight and Client before Service Provider agrees to provide the applicable Cloud Services to Client, and if Service Provider then refuses to provision such Cloud Services for any reason, Insight may immediately terminate the Order, without any liability for such termination, upon written notice to Client.

4.3 Service Provider Suspension/Termination Rights. The provision of the Cloud Services may be withheld or the Cloud Services may be suspended or terminated, in whole or in part, by Service Provider, (a) should Client use the Cloud Services in violation of the Service Provider Terms, or any Other Cloud Service-Related Terms, if applicable; or (b) under circumstances described in the Service Provider Terms. Any such action by Service Provider does not give Client the right to terminate the Order. Fees will continue to accrue for the duration of any withholding or suspension of the Cloud Services, or any part thereof based upon the Subscription Period. Client shall be responsible to pay for such Fees in accordance

with the Order. If Service Provider charges Insight for any remedial work that becomes necessary as a direct result of any Use Issues, Insight shall charge Client and Client will pay Insight such charges within 30 days of Insight's invoice date. In addition, if any Cloud Services disconnection or suspension pursuant to this subsection results in the requirement of a reasonable reinstatement fee or if Service Provider suspends any Cloud Services due to Client's acts or omissions and requires an increase in the fees payable by Insight to Services Provider as a prerequisite for Service Provider to resume making the Cloud Services available for Client, Client agrees to pay such additional fees as invoiced by Insight.

Client may have certain rights to terminate Cloud Services but only as expressly provided under the Service Provider Terms; provided, however, that Client must first be in compliance with all applicable termination-related processes and other requirements set forth in the Service Provider Terms. Client must provide Insight prior written notice of Client's election to exercise such termination rights, and any such election shall be exercised in accordance with the applicable Service Provider Terms and subject to Service Provider's approval.

4.4 Effect of Termination. Termination or expiration of the Order shall not relieve either party of its rights or obligations incurred prior to termination or expiration that by their nature or term survive, including any and all payment due under the Order.

- a. Payment upon Breach. If all or part of the Order is terminated by Insight for cause, Client shall pay Insight the Fees that would be due for the remainder of the unexpired Subscription Period and any Fees for Cloud Services performed prior to termination. All such fees shall become immediately due and payable upon any such termination.
- b. Provision of Cloud Services after Client's Termination. Notwithstanding anything to the contrary in this Section, if despite Client's election of termination, or any notice to terminate Cloud Services or any part thereof, Client: (i) requests the continued delivery of the Cloud Services (or part thereof) after the intended termination effective date indicated in Client's written notice, or (ii) otherwise continues to have access to and use such Cloud Services after the intended termination date, then, even if such request or access and use is temporary, to the extent Service Provider invoices Insight for the provision of such Cloud Services to Client, Client shall pay Insight the Fees. These Terms of Sale and the Service Provider Terms will survive and govern Client's purchase and use of Cloud Services, respectively, until the Cloud Services are terminated by Service Provider.

## Section 5. Additional terms and conditions

5.1 Compliance with Laws. Client shall comply with, and agrees that it is its responsibility to adhere to, all applicable law in connection with Client's use of the Cloud Services. Cloud Services may also be subject to export regulations. Client acknowledges this possibility and accepts full responsibility for and agrees to comply fully with applicable law and all export regulations, including obtaining export licenses. Client represents and warrants that no technical data will be exported under the Order except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). Client shall be solely responsible for any claims, losses, costs, liability and charges, including reasonable legal fees, incurred by Insight as a result of Client's breach of this provision.

5.2 Warranty Disclaimer. INSIGHT PROVIDES NO WARRANTY IN CONNECTION WITH THE CLOUD SERVICES, ANY TECHNICAL SUPPORT PROVIDED BY SERVICE PROVIDER IN CONNECTION WITH THE CLOUD SERVICES, OR ANY SERVICE PROVIDER FACILITIES. THE CLOUD SERVICES AND ANY TECHNICAL SUPPORT PROVIDED BY SERVICE PROVIDER ARE SOLD OR OTHERWISE PROVIDED BY INSIGHT TO CLIENT "AS IS" AND SERVICE PROVIDER FACILITIES UTILIZED ARE WITHOUT WARRANTY OF ANY KIND FROM INSIGHT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM INSIGHT (INCLUDING, WITHOUT LIMITATION, ITS SALES REPRESENTATIVES), OR FROM INSIGHT'S OR SERVICE PROVIDER'S WEBSITE, WILL CREATE ANY WARRANTY BY INSIGHT

NOT EXPRESSLY STATED IN THESE TERMS OF SALE .

5.3 Confidentiality. "Confidential Information" means any non-public information, including but not limited to, intellectual property, pricing, customer lists, personally identifiable health information, financial information, access codes provided in connection with the Cloud Services, sales and marketing plans of the other party, its affiliates, or its customers, service providers, contractors, or licensors (collectively, "Vendors"). Each party ("Receiving Party") will maintain in confidence and safeguard any Confidential Information disclosed to it by the other party ("Disclosing Party"). Each party must use the same degree of care in protecting and preserving Confidential Information as it uses to protect its own similar confidential and proprietary information, but shall never use less than what would be a reasonable standard of care. If Client is a federal or state governmental entity, then Client agrees on behalf of the other agencies of the federal or state government who may benefit from the Cloud Services that such agencies shall be subject to the same obligations of confidentiality as set forth in these Terms of Sale. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other in the manner contemplated by the Order and restrict disclosure to only those personnel who have a need to know. Each party will bind such personnel to obligations of confidentiality to the same extent it is bound by these Terms of Sale. The obligations under this paragraph do not apply to information that: (i) is or becomes generally known or in the public domain through no act or omission of the other party; (ii) was lawfully in a party's possession without restriction as to use or disclosure before its receipt from the other party; (iii) is received from, or was made available to, a third party without any obligation of confidentiality; (iv) was independently developed by the party; (v) is otherwise permitted to be disclosed under the Order; or (vi) is disclosed with the prior written consent of the disclosing party. Client agrees Insight may disclose Client's Confidential Information to Service Provider as reasonably necessary for, or requested by, Service Provider to provide the Cloud Services or any technical support related to the Cloud Services. If a Receiving Party is required to provide Confidential Information to any court, government agency or party pursuant to a written court order, subpoena, regulation or process of law, the recipient must first promptly notify the disclosing party so that the Disclosing Party may have a reasonable opportunity to seek a protective order or other appropriate remedy from the proper authority. Each party agrees that in the event of a breach or threatened breach of any provisions within this paragraph, the Disclosing Party is entitled to seek specific performance and injunctive or other equitable relief as a remedy for such breach or anticipated breach. Any such relief is in addition to, and not in lieu of any other remedies available, including, without limitation, monetary damages.

5.4 Indemnification. Client shall defend and indemnify Insight for, from, and against any losses, damages, penalties, costs, and expenses, including, without limitation, reasonable attorney fees incurred by Insight in connection with any claims or actions by Service Provider or other third parties arising out of or resulting from (i) Client Data passing through the Cloud Services and/or Service Provider's network to or from the Client, (ii) unauthorized or misuse of Cloud Services by Client, its employees or agents (excluding any claims that the Cloud Services, as provided by Service Provider, infringe third-party intellectual property rights), (iii) Client's failure to comply with applicable law, (iv) Client's failure to pay Insight for the full Term, regardless of Service Provider performance issues, and/or (v) Client's failure to comply with these Terms of Sale.

5.5 Limitation of Liability.

a. Direct Damages Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE SUBSECTION PARAGRAPH BELOW TITLED "INDIRECT/SPECIAL DAMAGES," INSIGHT'S MAXIMUM LIABILITY TO CLIENT FOR DAMAGES ARISING IN ANY WAY OUT OF THE ORDER IS LIMITED TO PROVEN DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID BY CLIENT TO INSIGHT FOR THE CLOUD SERVICES PROVIDED TO CLIENT DURING THE SUBSCRIPTION PERIOD IN WHICH THE EVENT CAUSING SUCH LIABILITY OCCURRED. UNDER NO CIRCUMSTANCES WILL INSIGHT'S AGGREGATE MAXIMUM LIABILITY TO CLIENT FOR DAMAGES IN RELATION TO OR ARISING FROM THE ORDER OR THE SUPPLY OF CLOUD SERVICES EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO INSIGHT FOR THE CLOUD SERVICES UNDER THE ORDER DURING THE PRECEDING

TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

- b. Indirect/Special Damages. EXCEPT FOR FRAUD AND CLIENT'S OBLIGATIONS UNDER THE SUBSECTION TITLED "INDEMNIFICATION," NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE, ARISING IN ANY WAY OUT OF THE ORDER, ANY OF THE DOCUMENTS REFERENCED IN THE ORDER (OR ANY ADDENDA OR AMENDMENT THERETO), OR THE USE OF OR INABILITY TO USE ANY CLOUD SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. Limitations - Applicability. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THESE TERMS OF SALE ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE ORDER WITHOUT SUCH LIMITATIONS. FURTHER, EACH PARTY AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE ORDER MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

5.6 Processing of Personal Data. Client authorizes Insight to transfer and process any personal data outside of the United States in order to perform the Order, and for Insight's other legitimate interests, provided that such transfer is made under a legal framework compliant with applicable data privacy laws.

5.7 Force Majeure. Except for the obligation to make timely payments, neither party will be liable for any failure or delay in the performance of the obligations under these Terms of Sale due to circumstances beyond its reasonable control, including but not limited to acts of nature, acts of government in either its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages or loss of electrical power; loss of telecommunications or similar infrastructure. If Service Provider has been hindered or prevented by any cause beyond its reasonable control including, without limitation, the events described in this paragraph, then Insight shall not be liable for Service Provider's delay or failure in providing the Cloud Services to Client.

#### 5.8 Notices.

- a. Required. Except as otherwise provided herein, any notice required to be given under these Terms of Sale must be in writing, in English, and addressed to the Parties at the addresses listed later in this subsection paragraph. Such notice is considered received: (i) when personally delivered; (ii) one business day after having been sent by overnight mail via a professional carrier; (iii) when sent by fax or electronic mail, receipt confirmed by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within 5 business days of deposit in the mail.
- Notices to Insight shall be addressed to: Insight, 2701 E. Insight Way, Chandler, AZ 85286, Attention: Director of Cloud. Legal notices to Insight must be sent with a separate copy to the same address, Attention Legal Department.
  - Notices to Client shall be addressed to the mailing address on file with Insight or as shown on public records.
- b. Routine. Routine communications, including subscription non-renewal notifications and other notices by either party to the other in the normal course of ordering or provisioning Cloud Services, are properly given when: (i) provided in accordance with paragraph (a) of this subsection; or (ii) sent by e-mail, receipt confirmed and addressed to the receiving party at the addresses described in this subsection paragraph, as evidenced by the computer records or any archival copy thereof kept in the ordinary course of business by the sender. Routine communications provided by e-mail shall be submitted as follows:

If to Insight, then to [CloudEnablement@insight.com](mailto:CloudEnablement@insight.com);

If to Client, then to Client's e-mail address on file with Insight.

Routine communications will be deemed received if sender sends it before 5:00 p.m. Mountain Standard Time on the receiving party's business day, it is effective on the date sent by sender; otherwise it will be effective on the receiving party's next business day.

5.9 Miscellaneous. If any part of these Terms of Sale is, for any reason, found to be invalid, illegal, or unenforceable, all other parts of the Order will remain in effect. Insight may, at its sole option, revise the Terms of Sale from time to time and post the revised terms on its website. Neither party may assign its duties or rights under the Order, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign the Order to an affiliate or corporate successor. A delay or failure to exercise or partially exercise any right under these Terms of Sale does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition.

5.10 Governing Law and Venue. The Order shall be governed by the substantive laws of the state in which the Client is located without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Order. Notwithstanding the foregoing, in the event of a conflict between these Terms of Sale and the Service Provider Terms or Other Related Terms, the governing law provision within the Service Provider Terms or Other Related Terms shall govern the use of Cloud Services by Client.

5.11 No Third Party Beneficiary. No provisions of these Terms of Sale are intended or shall be construed to confer upon or give to any person or entity other than Insight and Client any rights, remedies or other benefits with respect to the Terms of Sale under the Order.

5.12 Entire Agreement. These Terms of Sale including any Special Terms Addendum and attachments thereto, are the entire agreement between the parties with respect to Client's purchase of Cloud Services from Insight under this Order and supersedes and replaces any previous communications, representations or agreements, oral or written. Any different or additional terms and conditions provided by Client to Insight are considered material alterations to this Order, expressly rejected and will not be binding upon Insight.

## Terms of Sale: Products and Services

THESE TERMS OF SALE ARE BETWEEN YOU ("CLIENT" OR "YOU") AND THE INSIGHT ENTITY IDENTIFIED IN OUR OFFER TO SELL ("QUOTE" or "Quotation"), AN ORDER, INVOICE OR STATEMENT OF WORK (COLLECTIVELY, THE "AGREEMENT" OR "TERMS OF SALE"), AND WILL APPLY TO YOUR ORDER AND PURCHASE OF THIRD PARTY HARDWARE, SOFTWARE AND RELATED THIRD PARTY SERVICES (COLLECTIVELY, "PRODUCT"), AND ANY SERVICES PERFORMED BY INSIGHT AS DESCRIBED IN A QUOTE, ORDER OR STATEMENT OF WORK ("SERVICES").

UPON PLACING AN ORDER FOR PRODUCTS AND SERVICES, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS OF THIS AGREEMENT UNLESS AND TO THE EXTENT THERE IS A SEPARATE WRITTEN AGREEMENT EXECUTED BETWEEN THE PARTIES THAT GOVERNS. ANY ADDITIONAL OR DIFFERING TERMS OR CONDITIONS PROPOSED OR INCLUDED IN YOUR PURCHASE ORDER DOCUMENT OR ORDER ACCEPTANCE WILL BE FOR YOUR INTERNAL ADMINISTRATIVE PURPOSES ONLY AND NOT BECOME PART OF THE AGREEMENT AND ARE HEREBY EXPRESSLY REJECTED. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE WILL BE RELEVANT TO DETERMINE THE MEANING OF THIS AGREEMENT, INSIGHT'S QUOTE OR ANY ORDER OR INVOICE, REGARDLESS OF FORM.

### 1. Acceptance; Cancellation

Client agrees that Insight's quotation is an offer to sell and Client's order is acceptance of such offer with respect to any Products or, with respect to Services, listed in Client's order or as set forth in a written Statement of Work ("SOW"). SOWs may not be terminated without cause except to the extent stated in any SOW. Orders and SOWs may be cancelled or terminated under the following conditions:

- a. Product: Cancellation of orders prior to or following shipment must be made in accordance with the cancellation or return policies of the manufacturer, publisher or supplier of the Product.
- b. Services: Either party may terminate the performance of a Service, SOW or order for Services for cause if the other party fails to remedy a material breach within thirty (30) days after receipt of written notice of such breach, except that it will only have ten (10) days to remedy any payment default. After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client. For the purpose of this Agreement, "Deliverables" means the items created by Insight in connection with the Services, as specifically described in the relevant SOW.
- c. Effect: Cancellation or termination shall not relieve Client of Client's duty to pay for Products shipped, Services performed, or fees and expenses incurred by Insight prior to receiving required written notice.

### 2. Automatic Renewal of Software Products

Unless otherwise stated on an order, software products will automatically renew after their initial subscription period and Client shall be responsible for the costs associated with such renewal. If Client does not want a software product to automatically renew, Client is responsible for notifying Insight in advance of the automatic renewal date in accordance with the manufacturer's, publisher's or supplier's end user terms and conditions.

### 3. Accuracy of Data/Corrections

Insight obtains certain data directly from the manufacturer, publisher or supplier of Products and is not responsible for pricing, typographical or other errors in any such data. Insight

reserves the right to cancel orders related to such errors or Product discontinuation or unavailability, and to correct at any time, including pricing errors not detected until after Insight's confirmation or e-mail response.

#### 4. Pricing/Availability

Prices are subject to change at any time prior to Insight's acceptance of Client's order. Pricing for backordered Products may be subject to change. If there is a price increase, the price will be quoted prior to shipment. The Client has the option to cancel or issue a revised PO at the new price. Prices are exclusive of all taxes, duties, shipping and handling charges. Availability of third-party Product is subject to change without notice.

#### 5. Payment

Payment terms are at Insight's sole discretion and all orders are subject to Insight's credit approval. Client agrees to pay the total purchase price for Products, plus tax and shipping (to the extent shipping is not prepaid by Client, including shipping charges billed to Insight as a result of using Client's carrier account number or a carrier selected by Client).

- a. Invoicing/Payment: Product will be invoiced on the date of shipment. Services will be invoiced on the date performance is completed or as otherwise specified in any mutually agreed upon SOW. Client must pay all undisputed invoices in full within 30 days of the invoice date. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.
- b. Credit/Late Payment: Client must provide appropriate credit references upon request and authorize us to obtain credit history from such references. Insight retains the right to decline to extend credit and to require that the applicable purchase price be paid prior to provision of Product or performance of Services based on changes in Insight's credit policies or Client's financial condition and/or payment record. Insight reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. Insight may terminate or suspend deliveries or all further work if payment is not received in a timely manner.
- c. Taxes: Federal, state and local sales, use and excise taxes and all similar taxes and duties (excluding taxes based on Insight's income, assets or net worth) are solely Client's responsibility. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

#### 6. Delivery/Title/Risk of Loss

Insight will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. Insight reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Client to cancel other installments. Product will be delivered to you FOB Destination (Client's designated facility), freight prepaid and added. Title and risk of loss shall pass to you when Product is delivered to your designated facility. Notwithstanding anything to the contrary in this paragraph, title to software Product remains with the applicable licensor(s), and software delivery occurs when it is first made available by the licensor or Insight for your use. Client grants a security interest in all Products purchased under this Agreement to secure payment in full. Additionally, Client authorizes Insight to execute and file a financing statement or other documents that are necessary to perfect Insight's security interest. Insight's security interest shall terminate when Insight has received all amounts due for the Product(s).

#### 7. Product Purchase Authorization

Certain software and cloud product offerings Client requests from Insight from time-to-time may only be acquired through the online e-commerce portal of an independent software or cloud product vendor that is not set up in Insight's system or network of suppliers. Purchasing directly from such supplier's e-commerce portal may require Insight to electronically accept the supplier's end user terms on Client's behalf. Therefore, for any such product offerings, Client (i) authorizes Insight to accept the applicable end user terms on Client's behalf, which will govern Client's purchase and use of such products, and (ii) accepts

and agrees to (a) fully comply with the applicable end user terms on the supplier's online e-commerce portal and (b) hold Insight harmless.

#### 8. Warranty Disclaimer

TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES IN SECTION 9 (LIMITED WARRANTIES) ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE PRODUCTS AND SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. You also waive any claims that you may have against Insight based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights ("Claims") with respect to any Product and also waive any right to indemnification from Insight against any such Claims made against you by a third party. You acknowledge that no employee of Insight is authorized to make any representation or warranty on behalf of Insight that is not in this Agreement.

#### 9. Limited Warranties

a. Product: Products manufactured, published or provided by third parties, including third-party performed services, are provided by Insight on an "as is" basis without warranty by Insight of any kind, either express or implied. Products coded as "IVC" (Insight Value Center), "-REF" (refurbished) or "-Open" (previously opened and/or the box has been damaged) in the Product description are offered "AS IS" and are not being sold as "new". The manufacturer's or publisher's warranty, if any, will apply and provide the sole coverage for all Products. Insight shall pass through to Client, to the extent available, any manufacturer's/publisher's/supplier's written warranties associated with Products purchased from Insight.

b. Services: Services performed by Insight will: (i) be performed in a professional and workmanlike manner; and (ii) substantially conform to the written specifications under the service description for thirty (30) days from completion, or for such other warranty period as may be indicated under the relevant SOW or order. The following are Client's sole and exclusive remedies and entire liability with respect to this warranty: (i) upon written notice from Client, Insight will use commercially reasonable efforts to reperform Services not in substantial compliance with this warranty; or (ii) if Insight cannot repair the non-conforming Services within thirty (30) days of receiving written notice from Client, or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid by Client for the portion of the Services not in substantial compliance with this warranty. Re-performance will not extend the warranty period. All credits issued to Client by Insight must be used within two years from the date of issue. Unused credits will automatically expire.

c. General: Each of Insight and Client have full power and authority to enter into this Agreement, and have all other rights necessary for the performance of their respective obligations hereunder.

#### 10. Client Work Product

Client retains all right, title and interest in Client's proprietary information ("Client Proprietary Information"), including such Client Proprietary Information contained in the deliverables resulting from the Services described in and delivered pursuant to this Agreement or to the applicable SOW to this Agreement ("Work Product").

Insight retains all right, title and interest in, without limitation, any work of authorship (including computer software), schema, invention, process, device, apparatus, schematic or technical information, report, documentation, workflow, know-how, and best practice, that is invented, created, authored, or reduced to practice by Insight, and that is included in the Work Product or is used by Insight to carry out the Services described in and delivered pursuant to this Agreement or to the applicable SOW to this Agreement ("Insight IP").

Except as set forth herein, Insight hereby grants to Client a worldwide, non-exclusive, non-

transferable, royalty-free, perpetual, without the right of sublicense, license to use Insight IP that is included in the Work Product in the course of Client's internal, business operations, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis. Insight reserves the right to revoke the foregoing license for non-payment of required fees under this Agreement or the applicable SOW to this Agreement.

#### 11. Limitations on Use

You agree and represent that you are buying Product for your own internal use and not for resale. If Product purchased under this Agreement is intended for export, it may be subject to export regulations. You accept full responsibility for and agree to comply fully with all export regulations, including obtaining export licenses. The export of Products may also alter or void the manufacturer's or publisher's warranty. PRODUCTS OFFERED BY INSIGHT ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT YOUR SOLE RISK.

#### 12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, IN NO EVENT WILL INSIGHT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION) ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL AMOUNT OF DIRECT DAMAGES RECOVERABLE FROM A PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, IS LIMITED TO THE TOTAL AMOUNT PAID OR TO BE PAID BY CLIENT FOR THE PRODUCT PURCHASED UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM, OR THE TOTAL AMOUNT PAID OR TO BE PAID BY CLIENT FOR SERVICES PERFORMED UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHICHEVER THE CASE MAY BE.

#### 13. Confidential Information.

"Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure and includes, but is not limited to, trade secrets, know-how, inventions, techniques, data, customer lists, personal information, financial information, sales and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Each Party will safeguard and maintain the Confidential Information of the other Party to the same degree it uses to protect its own similar Confidential Information, using not less than a reasonable standard of care. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of Confidential Information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies, except as otherwise required by law. The obligations under this paragraph do not apply to information that: (i) is or becomes generally known or in the public domain through no act or omission of the recipient; (ii) was lawfully in a Party's possession without restriction as to use or disclosure before its receipt from the disclosing Party; (iii) is received from, or was made available to, a third party without any obligation of confidentiality; (iv) was independently developed; (v) is otherwise permitted to be disclosed under this Agreement; (vi) is disclosed with the prior written consent of the disclosing Party; or (vii) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the Party required to make the disclosure under the law shall give prompt notice of this to the other Party prior to such disclosure so that Party may seek an appropriate protective order or give its written consent to such disclosure.

#### 14. Notices

Any notice provided under this Agreement must be in writing and is considered received: (a) when personally delivered; (b) 1 business day after having been sent by overnight courier; or (c) after 5 business days if mailed first class postage prepaid. All business communication will be sent to the addresses indicated on Client's order or as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 2701 E. Insight Way, Chandler, AZ 85286, Attn: Legal Department.

#### 15. Governing Law

THIS AGREEMENT AND ALL ORDERS SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF ARIZONA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN MARICOPA COUNTY, ARIZONA, AND CLIENT CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CLIENT FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the order. Both parties are solely obligated to address and resolve all disputes associated with this Agreement or any order, including any damages or injuries to Client's affiliates, and all claims related to this Agreement or any order will be brought by Client in Maricopa County, Arizona as provided in this Agreement.

#### 16. Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims capable in law of being submitted to binding arbitration) arising from or relating to the Products or Services, the interpretation or application of this Agreement or any order or the breach, termination or validity thereof, the relationships which result from this Agreement or any order (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Insight's or any of its affiliates' advertising or marketing WILL BE RESOLVED BY FINAL CONFIDENTIAL AND BINDING ARBITRATION IN MARICOPA COUNTY, ARIZONA, INSTEAD OF IN COURT, except that (a) Client may take claims to small claims court, if Client qualifies for hearing by such court, and (b) if Client fails to timely pay amounts due, Insight may assign Client's account for collection and the collection agency may pursue such claims in court limited strictly to the collection of the past due debt and any interest or cost of collection permissible under applicable law or this Agreement. Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. THE RULES GOVERNING ARBITRATION ARE DIFFERENT THAN THOSE IN COURT. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AS A COURT. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE AMERICAN ARBITRATION ASSOCIATION RULES OR AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, CLIENT UNDERSTANDS THAT BY INITIATING THIS ARBITRATION PARAGRAPH CLIENT IS GIVING UP CLIENT'S RIGHT TO A TRIAL IN COURT OR ADMINISTRATIVE PROCEEDING, EITHER WITH OR WITHOUT A JURY, AS A MEANS BY WHICH TO SETTLE CLIENT'S DISPUTE. Notwithstanding any choice of law provision included in this Agreement, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16).

#### 17. Assignment

Client may not assign any of Client's rights or delegate any of Client's obligations under the Agreement without our prior written consent. Insight may assign or subcontract any or all of its rights or obligations and/or assign the right to receive payments hereunder to one or more qualified parties without Client's prior consent, unless otherwise agreed to by the parties in writing. Subject to the restrictions in assignment contained in this provision, the Agreement, including any SOW, will be binding on and inure to the benefit of the parties and their successors and assigns.

#### 18. Force Majeure

Insight shall not be liable to Client for any delay or failure by Insight to fulfill its obligations under this Agreement or otherwise if such delay or failure arises from any cause or causes

beyond the reasonable control of Insight, including, but not limited to labor disputes, strikes or other labor disturbances, acts of nature, floods, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, terrorism, casualty war, embargoes, blockages, actions, restrictions, or regulations or orders of any government agency or subdivision thereof.

19. Non-Solicitation & Non-Hire

Both parties agree, that during the term of this Agreement and for a one-year period after the termination or expiration of this Agreement, neither party will, directly or indirectly, solicit, offer employment or hire any current or former employee, contractor or consultant of the other party who has directly involved in the performance of this Agreement or any related SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

20. Compliance with All Applicable Laws

Each Party shall comply with all laws, rules, and regulations applicable to the performance of its obligations hereunder.

21. General

If any provision of this Agreement is invalid, illegal or unenforceable, it will be regarded as severed from this Agreement and not affect the validity or enforceability of the remaining provisions of this Agreement. A delay or failure to exercise or partially exercise any right under the Agreement does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. The provisions of this Agreement, which by sense and content are intended to survive, will survive the expiration or termination of the Agreement. The relationship between the parties is that of independent contractors and not that of employer/employee, partnership or joint venture. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

22. Entire Agreement

This Agreement supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to Client's order. Any conflicting additional or different Agreement contained in any other agreement, invoice or SOW, as the case may be, are expressly rejected. In the event of a conflict between this Agreement and a SOW, the SOW will govern with respect to such conflicting, additional or different terms.

# Terms of Sale: Products and Services

THESE TERMS OF SALE ARE BETWEEN YOU ("CLIENT" OR "YOU") AND THE INSIGHT ENTITY IDENTIFIED IN OUR OFFER TO SELL ("QUOTE" or "Quotation"), AN ORDER, INVOICE OR STATEMENT OF WORK (COLLECTIVELY, THE "AGREEMENT" OR "TERMS OF SALE"), AND WILL APPLY TO YOUR ORDER AND PURCHASE OF THIRD PARTY HARDWARE, SOFTWARE AND RELATED THIRD PARTY SERVICES (COLLECTIVELY, "PRODUCT"), AND ANY SERVICES PERFORMED BY INSIGHT AS DESCRIBED IN A QUOTE, ORDER OR STATEMENT OF WORK ("SERVICES").

UPON PLACING AN ORDER FOR PRODUCTS AND SERVICES, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS OF THIS AGREEMENT UNLESS AND TO THE EXTENT THERE IS A SEPARATE WRITTEN AGREEMENT EXECUTED BETWEEN THE PARTIES THAT GOVERNS. ANY ADDITIONAL OR DIFFERING TERMS OR CONDITIONS PROPOSED OR INCLUDED IN YOUR PURCHASE ORDER DOCUMENT OR ORDER ACCEPTANCE WILL BE FOR YOUR INTERNAL ADMINISTRATIVE PURPOSES ONLY AND NOT BECOME PART OF THE AGREEMENT AND ARE HEREBY EXPRESSLY REJECTED. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE WILL BE RELEVANT TO DETERMINE THE MEANING OF THIS AGREEMENT, INSIGHT'S QUOTE OR ANY ORDER OR INVOICE, REGARDLESS OF FORM.

## 1. Acceptance; Cancellation

Client agrees that Insight's quotation is an offer to sell and Client's order is acceptance of such offer with respect to any Products or, with respect to Services, listed in Client's order or as set forth in a written Statement of Work ("SOW"). SOWs may not be terminated without cause except to the extent stated in any SOW. Orders and SOWs may be cancelled or terminated under the following conditions:

- a. Product: Cancellation of orders prior to or following shipment must be made in accordance with the cancellation or return policies of the manufacturer, publisher or supplier of the Product.
- b. Services: Either party may terminate the performance of a Service, SOW or order for Services for cause if the other party fails to remedy a material breach within thirty (30) days after receipt of written notice of such breach, except that it will only have ten (10) days to remedy any payment default. After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client. For the purpose of this Agreement, "Deliverables" means the items created by Insight in connection with the Services, as specifically described in the relevant SOW.
- c. Effect: Cancellation or termination shall not relieve Client of Client's duty to pay for Products shipped, Services performed, or fees and expenses incurred by Insight prior to receiving required written notice.

## 2. Automatic Renewal of Software Products

Unless otherwise stated on an order, software products will automatically renew after their initial subscription period and Client shall be responsible for the costs associated with such renewal. If Client does not want a software product to automatically renew, Client is responsible for notifying Insight in advance of the automatic renewal date in accordance with the manufacturer's, publisher's or supplier's end user terms and conditions.

## 3. Accuracy of Data/Corrections

Insight obtains certain data directly from the manufacturer, publisher or supplier of Products and is not responsible for pricing, typographical or other errors in any such data. Insight

reserves the right to cancel orders related to such errors or Product discontinuation or unavailability, and to correct at any time, including pricing errors not detected until after Insight's confirmation or e-mail response.

#### 4. Pricing/Availability

Prices are subject to change at any time prior to Insight's acceptance of Client's order. Pricing for backordered Products may be subject to change. If there is a price increase, the price will be quoted prior to shipment. The Client has the option to cancel or issue a revised PO at the new price. Prices are exclusive of all taxes, duties, shipping and handling charges. Availability of third-party Product is subject to change without notice.

#### 5. Payment

Payment terms are at Insight's sole discretion and all orders are subject to Insight's credit approval. Client agrees to pay the total purchase price for Products, plus tax and shipping (to the extent shipping is not prepaid by Client, including shipping charges billed to Insight as a result of using Client's carrier account number or a carrier selected by Client).

- a. Invoicing/Payment: Product will be invoiced on the date of shipment. Services will be invoiced on the date performance is completed or as otherwise specified in any mutually agreed upon SOW. Client must pay all undisputed invoices in full within 30 days of the invoice date. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.
- b. Credit/Late Payment: Client must provide appropriate credit references upon request and authorize us to obtain credit history from such references. Insight retains the right to decline to extend credit and to require that the applicable purchase price be paid prior to provision of Product or performance of Services based on changes in Insight's credit policies or Client's financial condition and/or payment record. Insight reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. Insight may terminate or suspend deliveries or all further work if payment is not received in a timely manner.
- c. Taxes: Federal, state and local sales, use and excise taxes and all similar taxes and duties (excluding taxes based on Insight's income, assets or net worth) are solely Client's responsibility. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

#### 6. Delivery/Title/Risk of Loss

Insight will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. Insight reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Client to cancel other installments. Product will be delivered to you FOB Destination (Client's designated facility), freight prepaid and added. Title and risk of loss shall pass to you when Product is delivered to your designated facility. Notwithstanding anything to the contrary in this paragraph, title to software Product remains with the applicable licensor(s), and software delivery occurs when it is first made available by the licensor or Insight for your use. Client grants a security interest in all Products purchased under this Agreement to secure payment in full. Additionally, Client authorizes Insight to execute and file a financing statement or other documents that are necessary to perfect Insight's security interest. Insight's security interest shall terminate when Insight has received all amounts due for the Product(s).

#### 7. Product Purchase Authorization

Certain software and cloud product offerings Client requests from Insight from time-to-time may only be acquired through the online e-commerce portal of an independent software or cloud product vendor that is not set up in Insight's system or network of suppliers. Purchasing directly from such supplier's e-commerce portal may require Insight to electronically accept the supplier's end user terms on Client's behalf. Therefore, for any such product offerings, Client (i) authorizes Insight to accept the applicable end user terms on Client's behalf, which will govern Client's purchase and use of such products, and (ii) accepts

and agrees to (a) fully comply with the applicable end user terms on the supplier's online e-commerce portal and (b) hold Insight harmless.

#### 8. Warranty Disclaimer

TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES IN SECTION 9 (LIMITED WARRANTIES) ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE PRODUCTS AND SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. You also waive any claims that you may have against Insight based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights ("Claims") with respect to any Product and also waive any right to indemnification from Insight against any such Claims made against you by a third party. You acknowledge that no employee of Insight is authorized to make any representation or warranty on behalf of Insight that is not in this Agreement.

#### 9. Limited Warranties

a. Product: Products manufactured, published or provided by third parties, including third-party performed services, are provided by Insight on an "as is" basis without warranty by Insight of any kind, either express or implied. Products coded as "IVC" (Insight Value Center), "-REF" (refurbished) or "-Open" (previously opened and/or the box has been damaged) in the Product description are offered "AS IS" and are not being sold as "new". The manufacturer's or publisher's warranty, if any, will apply and provide the sole coverage for all Products. Insight shall pass through to Client, to the extent available, any manufacturer's/publisher's/supplier's written warranties associated with Products purchased from Insight.

b. Services: Services performed by Insight will: (i) be performed in a professional and workmanlike manner; and (ii) substantially conform to the written specifications under the service description for thirty (30) days from completion, or for such other warranty period as may be indicated under the relevant SOW or order. The following are Client's sole and exclusive remedies and entire liability with respect to this warranty: (i) upon written notice from Client, Insight will use commercially reasonable efforts to reperform Services not in substantial compliance with this warranty; or (ii) if Insight cannot repair the non-conforming Services within thirty (30) days of receiving written notice from Client, or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid by Client for the portion of the Services not in substantial compliance with this warranty. Re-performance will not extend the warranty period. All credits issued to Client by Insight must be used within two years from the date of issue. Unused credits will automatically expire.

c. General: Each of Insight and Client have full power and authority to enter into this Agreement, and have all other rights necessary for the performance of their respective obligations hereunder.

#### 10. Client Work Product

Client retains all right, title and interest in Client's proprietary information ("Client Proprietary Information"), including such Client Proprietary Information contained in the deliverables resulting from the Services described in and delivered pursuant to this Agreement or to the applicable SOW to this Agreement ("Work Product").

Insight retains all right, title and interest in, without limitation, any work of authorship (including computer software), schema, invention, process, device, apparatus, schematic or technical information, report, documentation, workflow, know-how, and best practice, that is invented, created, authored, or reduced to practice by Insight, and that is included in the Work Product or is used by Insight to carry out the Services described in and delivered pursuant to this Agreement or to the applicable SOW to this Agreement ("Insight IP").

Except as set forth herein, Insight hereby grants to Client a worldwide, non-exclusive, non-

transferable, royalty-free, perpetual, without the right of sublicense, license to use Insight IP that is included in the Work Product in the course of Client's internal, business operations, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis. Insight reserves the right to revoke the foregoing license for non-payment of required fees under this Agreement or the applicable SOW to this Agreement.

#### 11. Limitations on Use

You agree and represent that you are buying Product for your own internal use and not for resale. If Product purchased under this Agreement is intended for export, it may be subject to export regulations. You accept full responsibility for and agree to comply fully with all export regulations, including obtaining export licenses. The export of Products may also alter or void the manufacturer's or publisher's warranty. PRODUCTS OFFERED BY INSIGHT ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT YOUR SOLE RISK.

#### 12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, IN NO EVENT WILL INSIGHT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION) ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL AMOUNT OF DIRECT DAMAGES RECOVERABLE FROM A PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, IS LIMITED TO THE TOTAL AMOUNT PAID OR TO BE PAID BY CLIENT FOR THE PRODUCT PURCHASED UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM, OR THE TOTAL AMOUNT PAID OR TO BE PAID BY CLIENT FOR SERVICES PERFORMED UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHICHEVER THE CASE MAY BE.

#### 13. Confidential Information.

"Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure and includes, but is not limited to, trade secrets, know-how, inventions, techniques, data, customer lists, personal information, financial information, sales and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Each Party will safeguard and maintain the Confidential Information of the other Party to the same degree it uses to protect its own similar Confidential Information, using not less than a reasonable standard of care. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of Confidential Information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies, except as otherwise required by law. The obligations under this paragraph do not apply to information that: (i) is or becomes generally known or in the public domain through no act or omission of the recipient; (ii) was lawfully in a Party's possession without restriction as to use or disclosure before its receipt from the disclosing Party; (iii) is received from, or was made available to, a third party without any obligation of confidentiality; (iv) was independently developed; (v) is otherwise permitted to be disclosed under this Agreement; (vi) is disclosed with the prior written consent of the disclosing Party; or (vii) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the Party required to make the disclosure under the law shall give prompt notice of this to the other Party prior to such disclosure so that Party may seek an appropriate protective order or give its written consent to such disclosure.

#### 14. Notices

Any notice provided under this Agreement must be in writing and is considered received: (a) when personally delivered; (b) 1 business day after having been sent by overnight courier; or (c) after 5 business days if mailed first class postage prepaid. All business communication will be sent to the addresses indicated on Client's order or as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 2701 E. Insight Way, Chandler, AZ 85286, Attn: Legal Department.

#### 15. Governing Law

THIS AGREEMENT AND ALL ORDERS SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF ARIZONA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN MARICOPA COUNTY, ARIZONA, AND CLIENT CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CLIENT FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the order. Both parties are solely obligated to address and resolve all disputes associated with this Agreement or any order, including any damages or injuries to Client's affiliates, and all claims related to this Agreement or any order will be brought by Client in Maricopa County, Arizona as provided in this Agreement.

#### 16. Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims capable in law of being submitted to binding arbitration) arising from or relating to the Products or Services, the interpretation or application of this Agreement or any order or the breach, termination or validity thereof, the relationships which result from this Agreement or any order (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Insight's or any of its affiliates' advertising or marketing WILL BE RESOLVED BY FINAL CONFIDENTIAL AND BINDING ARBITRATION IN MARICOPA COUNTY, ARIZONA, INSTEAD OF IN COURT, except that (a) Client may take claims to small claims court, if Client qualifies for hearing by such court, and (b) if Client fails to timely pay amounts due, Insight may assign Client's account for collection and the collection agency may pursue such claims in court limited strictly to the collection of the past due debt and any interest or cost of collection permissible under applicable law or this Agreement. Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. THE RULES GOVERNING ARBITRATION ARE DIFFERENT THAN THOSE IN COURT. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AS A COURT. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE AMERICAN ARBITRATION ASSOCIATION RULES OR AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, CLIENT UNDERSTANDS THAT BY INITIATING THIS ARBITRATION PARAGRAPH CLIENT IS GIVING UP CLIENT'S RIGHT TO A TRIAL IN COURT OR ADMINISTRATIVE PROCEEDING, EITHER WITH OR WITHOUT A JURY, AS A MEANS BY WHICH TO SETTLE CLIENT'S DISPUTE. Notwithstanding any choice of law provision included in this Agreement, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16).

#### 17. Assignment

Client may not assign any of Client's rights or delegate any of Client's obligations under the Agreement without our prior written consent. Insight may assign or subcontract any or all of its rights or obligations and/or assign the right to receive payments hereunder to one or more qualified parties without Client's prior consent, unless otherwise agreed to by the parties in writing. Subject to the restrictions in assignment contained in this provision, the Agreement, including any SOW, will be binding on and inure to the benefit of the parties and their successors and assigns.

#### 18. Force Majeure

Insight shall not be liable to Client for any delay or failure by Insight to fulfill its obligations under this Agreement or otherwise if such delay or failure arises from any cause or causes

beyond the reasonable control of Insight, including, but not limited to labor disputes, strikes or other labor disturbances, acts of nature, floods, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, terrorism, casualty war, embargoes, blockages, actions, restrictions, or regulations or orders of any government agency or subdivision thereof.

19. Non-Solicitation & Non-Hire

Both parties agree, that during the term of this Agreement and for a one-year period after the termination or expiration of this Agreement, neither party will, directly or indirectly, solicit, offer employment or hire any current or former employee, contractor or consultant of the other party who has directly involved in the performance of this Agreement or any related SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

20. Compliance with All Applicable Laws

Each Party shall comply with all laws, rules, and regulations applicable to the performance of its obligations hereunder.

21. General

If any provision of this Agreement is invalid, illegal or unenforceable, it will be regarded as severed from this Agreement and not affect the validity or enforceability of the remaining provisions of this Agreement. A delay or failure to exercise or partially exercise any right under the Agreement does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. The provisions of this Agreement, which by sense and content are intended to survive, will survive the expiration or termination of the Agreement. The relationship between the parties is that of independent contractors and not that of employer/employee, partnership or joint venture. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

22. Entire Agreement

This Agreement supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to Client's order. Any conflicting additional or different Agreement contained in any other agreement, invoice or SOW, as the case may be, are expressly rejected. In the event of a conflict between this Agreement and a SOW, the SOW will govern with respect to such conflicting, additional or different terms.

## Terms of Sale: Products *(Insight Public Sector, Inc. - U.S. only)*

THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO YOUR ORDER AND PURCHASE OF HARDWARE, SOFTWARE AND THIRD PARTY BRANDED SERVICES AND SUPPORT (COLLECTIVELY, "PRODUCT") SOLD THROUGH INSIGHT PUBLIC SECTOR. You accept the terms and conditions of this Agreement, unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight may, from time to time and at its sole option, revise this Agreement without notice by posting the revised agreement on its web site. The Agreement posted on Insight's web site at the time Insight accepts your order will govern that purchase.

- **Accuracy of Data/Corrections.** Insight obtains certain data directly from the manufacturer, publisher or supplier of Products and is not responsible for pricing, typographical or other errors in any such data. In addition, availability of third-party Product is subject to change without notice. Insight reserves the right to cancel orders related to such errors or Product discontinuation or unavailability, and to correct this web site at any time, including pricing errors not detected until after Insight's confirmation or e-mail response.
- **Prices/Payment Terms.** Prices are subject to change at any time prior to Insight's acceptance of your order. Pricing for backordered Products may be subject to change. If there is a price increase, the price will be quoted prior to shipment. You have the option to cancel or issue a revised purchase order at the new price. Payment terms are at Insight's sole discretion and all orders are subject to Insight's credit approval. You must provide appropriate credit references upon request and authorize us to obtain credit history from such references. You agree to pay the total purchase price for the Products, plus tax and shipping (to the extent shipping is not prepaid by you, including shipping charges billed to Insight as a result of using your carrier account number or a carrier selected by you). Invoices are due and payable within the time frame and in the currency specified on the invoice, measured from the date of invoice. You agree to pay interest on all past-due amounts at the lower of one and one-half percent (1.5%) per month or the maximum rate allowed by law. You will be responsible for Insight's costs of collection for any payment default, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Insight reserves the right to suspend further deliveries until payment is received.
- **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are solely your responsibility. You may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.
- **Delivery/Title/Risk of Loss.** Insight will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. Insight reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle you to cancel other installments. Product will be delivered to you FOB Destination (your designated U.S. location), freight prepaid and charged back. Title and risk of loss for such shipments shall pass upon delivery at the requested delivery destination. Notwithstanding anything in this paragraph, title to software Product remains with the applicable licensor(s), and your rights and obligations related to the software are contained in the license agreement between you and the licensor(s). You grant a security interest in all Products purchased under this Agreement to secure payment in full. Additionally, you authorize Insight to execute and file a financing statement or other documents that are necessary to perfect Insight's security interest. Insight's security interest shall terminate when Insight has received all amounts due for the Product(s).
- **Third Party Services.** Certain Services may be provided by third parties ("Third Party Services"). In the case of Third Party Services, the third party shall be considered the

contracting party, not Insight, and the third party shall be the party responsible for providing the services to you. You will look solely to the third party for any loss, claims or damages arising from, or related to, the provision of such Third Party Services. You specifically release Insight from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services.

- Limited Warranty. PRODUCTS MANUFACTURED, PUBLISHED OR PROVIDED BY THIRD PARTIES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY BY INSIGHT OF ANY KIND, EITHER EXPRESS OR IMPLIED. Insight shall pass through to you, to the extent available, any manufacturer's/publisher's/supplier's written warranties associated with third party Products purchased from Insight. Although Third Party Services are considered "Product" and you may purchase such services through Insight, Insight is not obligated to provide the services disclaims any warranty relating to Third Party Services. Insight accepts no liability for any claims arising out of any act or omission, including negligence, by your third-party service provider; and any amounts associated with Third Party Services, including but not limited to taxes, will be collected solely in our capacity as an independent reseller of such Product.

PRODUCT CODES BEGINNING WITH "IVC" (INSIGHT VALUE CENTER) ARE SOLD "AS IS." IVC Products have been previously opened and/or the box has been damaged. IVC Products are not offered or sold as "new." The manufacturer's or publisher's warranty, if any, will apply and provide the sole coverage for such IVC Products. You must look to the manufacturer, publisher or supplier of third party Products for recovery on any claim of liability and will hold Insight harmless from any claim of negligence or breach of warranty.

PRODUCTS PRODUCED SOLELY BY INSIGHT ("INSIGHT PRODUCT") ARE PROVIDED WITH ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THE INSIGHT PRODUCT SPECIFICATION. Your sole remedy and Company's sole obligation for breach of this warranty will be reasonable efforts to correct any non-conformance or, if this cannot be accomplished, then Company will issue you a credit for, or a refund of, the purchase price and original freight paid for the Insight Product.

- Disclaimer of Warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND YOUR SOLE AND EXCLUSIVE REMEDIES. INSIGHT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in this Agreement.
- Limitations on Use. You agree and represent that you are buying Product for your own internal use and not for resale. If Product purchased under this Agreement is intended for export, it may be subject to export regulations. You accept full responsibility for and agree to comply fully with all export regulations, including obtaining export licenses. The export of Products may also alter or void the manufacturer's or publisher's warranty. PRODUCTS OFFERED BY INSIGHT ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT YOUR SOLE RISK.
- Limitation of Liability. INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any liability for direct damages arising under this Agreement, regardless of the form of action or theory of relief, is limited to the purchase price of the Product. No action arising out of the transactions under this Agreement may be brought by you more than one (1) year after the damage, loss or expense occurred. Insight is not liable for any claim made by a third party or made by you for a third party.

- **Cancellation.** Cancellation of orders prior to or following shipment must be made in accordance with the cancellation or return policies of the manufacturer, publisher or supplier of the Product. Cancellation shall not relieve your duty to pay for Products shipped, services performed or expenses incurred by Insight prior to such notice.
- **Governing Law and Venue.** This Agreement will be governed by the substantive laws of the state in which the Client is located without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. You are responsible for compliance with local laws, if and to the extent local laws are applicable.
- **Assignment.** Insight may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products and/or assign the right to receive payments without your consent. You may not assign this Agreement or any of its rights or obligations without the prior written consent of Insight. Subject to the restrictions in assignment contained in this provision, this Agreement will be binding on and inure to the benefit of the parties hereto and their successors and assigns.
- **Force Majeure.** Insight shall not be liable to Purchaser for any delay or failure by Insight to fulfill its obligations under this Agreement or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Insight, including, but not limited to labor disputes, strikes or other labor disturbances, acts of nature, floods, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, terrorism, casualty war, embargoes, blockages, actions, restrictions, or regulations or orders of any government agency or subdivision thereof.
- **Miscellaneous.** No provision of this Agreement may be waived, amended or modified by either party except by a written agreement signed by both you and Insight. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The relationship between Insight and you is that of independent contractors and not that of employer/employee, partnership or joint venture. If any part of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other parts will still remain in effect. Notices to be provided under this Agreement must be in writing and will be deemed received upon the earlier of: 1) actual receipt; 2) three (3) days after mailing, if mailed postage prepaid by regular mail or airmail; or 3) one (1) day after such notice is sent by courier or facsimile transmission. The terms and conditions applicable to all returns are set forth in [Insight's Return Policy](#). Terms in effect at the time of Product purchase shall apply to any requested returns.
- **Entire Agreement.** This Agreement constitutes the entire agreement between us regarding this purchase of Products from Insight and supersedes and replaces any previous communications, representations or agreements. Any additional or different terms or conditions contained in any purchase order or other documents provided by you are considered material alterations to this Agreement, expressly rejected and will not be binding upon Insight.

Revised Jan. 2025

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## Terms of Sale: Services *(Insight Public Sector, Inc. - U.S. only)*

THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO THE ORDER AND PURCHASE OF SERVICES PERFORMED BY INSIGHT OR ITS SUBCONTRACTORS AND/OR AGENTS, AND SOLD BY INSIGHT PUBLIC SECTOR (COLLECTIVELY, "SERVICES"). By issuing a purchase order or by receiving and using the Services, you accept the terms and conditions of this Agreement. For purposes of this Agreement, Services do not include third-party branded services, software as a service ("SaaS"), or other cloud computing offerings. Insight may, from time to time and at its sole option, revise this Agreement without notice by posting the revised agreement on its website. The Agreement posted on Insight's website at the time Insight accepts your order governs that purchase.

- **Entire Agreement.** The description of the scope of work and terms associated with such Services ("Service Description") along with these Terms of Sale and any attachments, schedules, addenda and exhibits are together one agreement and forms the entire agreement between the parties relating to the Services to be performed by Insight. This Agreement supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter. Any conflicting additional or different terms contained in any other agreement, invoice or statement of work, as the case may be, are expressly rejected. In the event of a conflict between these Terms of Sale, and any Special Terms and Conditions under the Services Description, the Special Terms and Conditions will govern.
- **Term.** This Agreement commences when Insight accepts your order ("Effective Date") and will continue until completion of the Services or as otherwise provided under the Termination section below.
- **Invoicing/Payment.** Services will be invoiced in accordance with the Service Description. You must pay all undisputed invoices in full within 30 days of the invoice date, unless otherwise specified under the Special Terms and Conditions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.
  - **Credit/Late Payment.** Insight retains the right to decline to extend credit and to require that the applicable purchase price be paid prior to performance of Services based on changes in insight's credit policies or your financial condition and/or payment record. Insight reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. You are responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.
  - **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are solely your responsibility. You may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.
- **Termination.** Unless earlier terminated in accordance with this Section, Insight may terminate this Agreement, in whole or in part, immediately if you materially breach this Agreement and fail to remedy that breach within 30 days after receipt of Insight's written notice of such breach. A material breach of this Agreement, includes your failure to pay your invoice when due.
- **Limited Service Warranty.** Insight represents and warrants that Services will: performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under the Service Description for 30 days from completion, or for such other warranty period as may be indicated under the Special Terms and Conditions of the Service Description; (iii) be in compliance with all laws,

rules and regulations applicable to Insight's performance of the Services under the Service Description. THE EXPRESS WARRANTIES ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

- Remedies. The party's sole and exclusive obligations, and sole and exclusive remedies, with respect to any action for breach of limited warranty will be the re-performance of any deficient Services at Insight's expense. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services. No re-performance will extend any warranty period. Any credits issued to you by Insight for any reason must be applied by you within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.
- Third Party Services. Certain Services may be provided by third parties ("Third Party Services"). In the case of Third Party Services, the third party shall be considered the contracting party, not Insight, and the third party shall be the party responsible for providing the services to you. You will look solely to the third party for any loss, claims or damages arising from, or related to, the provision of such Third Party Services. You specifically release Insight from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services.
- Client Work Product. All results of the Services described in and delivered pursuant to this Agreement, including Deliverables, and Client's proprietary information contained therein, authored or created by Insight specifically for Client as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Client. Insight retains all right, title and interest in, without limitation, any intellectual property rights in works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created or reduced to practice by Insight and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Client a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.
- Confidential Information. Both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure and includes, but is not limited to, trade secrets, know-how, inventions, techniques, data, customer lists, personal information, financial information, sales and marketing plans of the other party, its affiliates, or its customers. Both parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both parties will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this Agreement. Upon request of the owner of Confidential Information, the other party will promptly return all materials incorporating any Confidential Information and any copies. The obligations under this paragraph do not apply to information that: (i) is or becomes generally known or in the public domain through no act or omission of the other party; (ii) was lawfully in Insight's or your possession without restriction as to use or disclosure before its receipt from the other party; (iii) is received from, or was made available to, a third party without any obligation of

confidentiality; (iv) was independently developed; (v) is otherwise permitted to be disclosed under this Agreement; (vi) is disclosed with the prior written consent of the disclosing party; or (vii) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the party required to make the disclosure under the law shall give prompt notice of this to the other party prior to such disclosure so that the other party may seek an appropriate protective order or give its written consent to such disclosure.

- **Indemnification.** Each party will indemnify, defend and hold harmless the other party, its officers, directors, employees, agents, and Affiliates from and against any damages, penalties, costs, and expenses (including reasonable attorney fees) incurred by the other party in connection with any claims or actions by a third party relating to bodily injury or death of any person or damage to tangible personal property to the extent caused by the negligence or willful acts or omissions of the party that has the obligation to defend, indemnify, or hold harmless. In the event that any claim is made or suit is commenced by a third party against a party or other entity entitled to indemnity under this Section (an "Indemnified Party"), the Indemnified Party shall: (i) give prompt written notice of such demand, claim or suit to the party that has an indemnity obligation (the "Indemnifying Party"); and (ii) provide reasonable assistance and cooperation in the defense and settlement of any claim or legal proceeding. Notwithstanding the foregoing, if the Indemnifying Party fails to assume its obligation to defend, the Indemnified Party may do so to protect its interests and seek reimbursement from the Indemnifying Party.
- **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION) ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL AMOUNT OF DIRECT DAMAGES RECOVERABLE FROM A PARTY UNDER THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNT PAID OR TO BE PAID BY YOU FOR SERVICES PERFORMED UNDER THIS AGREEMENT. IN ADDITION, NO ACTION, WHETHER FOR INDEMNIFICATION OR OTHERWISE, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE DAMAGE, LOSS OR EXPENSE OCCURRED.

- **Force Majeure.** Insight shall not be liable to Purchaser for any delay or failure by Insight to fulfill its obligations under this Agreement or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Insight, including, but not limited to labor disputes, strikes or other labor disturbances, acts of nature, floods, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, terrorism, casualty war, embargoes, blockages, actions, restrictions, or regulations or orders of any government agency or subdivision thereof.
- **Notices.** Any notice required or permitted to be given hereunder must be in writing and is considered received: (a) when personally delivered; (b) 1 business day after having been sent by overnight mail via a professional carrier; or (c) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 2701 E. Insight Way, Chandler, AZ 85286, Attn: Legal Department.
- **General.** This Agreement will be governed by the substantive laws of the state in which the Client is located without regard to any conflict of law rules. Services will be deemed accepted 5 days from the date of the invoice, unless otherwise specified in writing under the Services Description. Any subsequent additions, deletions or modifications to this Agreement are not binding unless agreed upon in writing by authorized representatives of both parties. If any part of this Agreement is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this Agreement does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party

may assign its duties or rights under this Agreement, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this Agreement to an affiliate or corporate successor. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without your prior consent, unless otherwise restricted in this Agreement. Insight is not responsible for default or delays caused by your failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for any delays in the performance of this Agreement due to circumstances beyond its control, including but not limited to acts of nature, acts of government, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, or material shortages. The provisions of this Agreement, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this Agreement. Insight is an independent contractor to you. No personnel employed or engaged by Insight to perform the Services for you will be considered your employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without your consent. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

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