

QLIK TERMS (UK)

The following Qlik terms and conditions ("**Qlik Terms**") are incorporated into the Product Order and apply to the supply of Qlik Products only and, together with the applicable WFM Master Terms, Product Terms and Professional Services Terms (if applicable) in the following URL: <https://wfmsoftwaresolutions.com/terms-and-conditions/> are applicable to accessing and using the WFM Products and Services, which form part of the Agreement between WFM and Customer. In some cases additional or modified rights to those provided in these Qlik Terms will be included in a Product Order.

These Qlik Terms are applicable to Qlik Software as a Licence (SaaS) Products marketed as Insights by WFM.

PURCHASE TERMS FOR QLIK PRODUCTS

GENERAL PROVISIONS

1. Grant of Rights; Restrictions

- 1.1. Grant of Licenses. Customer acknowledges that the (WFM and its third party licensor ("Qlik") name or defined term for the Qlik Product and WFM Solution ("WFM Product") contains or incorporates proprietary software owned by WFM (or its third party licensors) and its affiliates ("Qlik Products"). Subject to the terms and conditions of this Agreement, the Documentation and the Product Order, during the Usage Period of this Agreement WFM hereby grants to Customer a non-exclusive, non-transferable, revocable and non-assignable license to use the Qlik Product only in accordance with the terms of this Agreement.
- 1.2. Customer is expressly prohibited from using the Qlik Products in any way other than integrated with the data structures of the WFM Product. Customer has no license or any other right to the Qlik Products and may under no circumstances whatsoever use the Qlik Products independently or separated from the WFM Product.
- 1.3. Customer may only use the Qlik Products for its own internal purposes in accordance with the terms of this Agreement. Customer shall not, directly or indirectly: (i) sell, rent, sublicense, publish, display outside Customer organisation, loan, distribute or lease the Qlik Products; (ii) transfer to any other person or entity any of its rights to use the Qlik Products except as expressly permitted hereunder; (iii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Qlik Products or underlying ideas or algorithms of the Qlik Products or any software contained therein, or create derivative works from the Qlik Products unless explicitly permitted by applicable and mandatory law; (iii) remove, delete or modify any copyright notices or any other proprietary notices or legends on, in or from the Qlik Products; or (iv) use the Qlik Products in any manner not authorized by this Agreement.
- 1.4. WFM and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Qlik Products, and their respective patents, trademarks (registered or unregistered), trade names, service marks, logos, designs, copyrights, trade secrets and confidential information. Customer does not acquire any right, title or interest in or to the Qlik Products or any intellectual property rights contained therein.
- 1.5. Customer agrees to (i) comply with all applicable local, state, national and foreign laws and regulations in connection with Customer's use of the Qlik Products, including those related to data

privacy, copyright, Export Control Laws and the transmission of technical or personal data; and (ii) use reasonable security precautions for providing access to the Qlik Products by its employees or other individuals to whom Customer provides access and to prevent unauthorized access to use of the Qlik Products. Customer is fully responsible for all data it introduces into the Qlik Products, including but not limited to adequate protection and backup, and none of WFM, Qlik or their respective affiliates shall have any obligation or liability with respect thereto. Further, WFM shall reserve the right to conduct audits at the Customer's premises or provided access remotely to ascertain whether the Customer's use of the Qlik Products complies with the provisions of the Agreement.

- 1.6. Individual software components, each of which has its own copyright and its own applicable license conditions ("Third Party Software") may be distributed, embedded, or bundled with the Qlik Products. Such Third Party Software is separately licensed by its copyright holder. No representations, warranties or other commitments of any kind are made regarding such Third Party Software.
- 1.7. This Agreement, and Customer's rights to access/use the Qlik Products, shall be immediately terminated upon (i) Customer's breach of any of the terms of this Agreement or (ii) termination of this Agreement.
- 1.8. WFM and Qlik Marks. Customer is not permitted to use the WFM or Qlik Marks including in any publicity announcements or communications and the Qlik Products must be used strictly in compliance with the terms of this Agreement.
- 1.9. Restrictions. Notwithstanding the restrictions set out in the Agreement, the Customer will not, nor will it authorize or enable anyone to: (a) distribute, convey, lend, lease, share, sell, transfer, market, sublicense, rent or otherwise make available any component of the Qlik Products as a stand-alone product; (b) copy, decompile, disassemble or reverse engineer or otherwise attempt to extract or derive the source code or any methods, algorithms or procedures from the Qlik Products, or modify, adapt, translate or create derivative works based upon the Qlik Products except as expressly authorized by the mandatory provisions of applicable law; (c) transfer or reassign a named user license in such a manner that enables multiple users to share such license in excess of the authorized quantity of named user licenses; (d) use the Qlik Products for purposes of benchmarking, collecting and publishing data or analysis relating to the performance of the Qlik Products, or developing a product that is competitive with any Qlik product or service; (e) remove any copyright, trademark or other proprietary notice from the WFM Product, including Qlik Products; (f) alter or circumvent any

- license key or any other restrictions or limitations on WFM Product, including Qlik Product access or use; or use of the WFM or Qlik Marks in any other way or for any other purpose other than as expressly authorized hereunder; (g) deliver a license key to any third party or transfer the license key to any other party or if the license key is issued to Customer, transfer the license key to any third party; (h) interfere with or disrupt the integrity, operation, or performance of the WFM Product, including the Qlik Products or interfere with the use or enjoyment of it by others; and further additional restrictions for WFM hosted deployments: (i) Customers are expressly prohibited from using any Qlik Product in any way other than integrated with the WFM Product; (j) Customers are expressly prohibited from using any data structures not included in the WFM Products; (k) Customer has no independent license or any other right to the WFM Products or to use such products independently from the WFM Product; and (l) Customers may not sell, rent, sublicense, publish or display outside Customer organization, loan, distribute or lease the WFM Products. Further, Customer acknowledges that the right to use, offer or otherwise exploit the Qlik Products as a revenue-generating or commercial product or service accessible by any third party, including, without limitation, hosting, outsourcing, service bureau, application service provider, or software as a service (SaaS), is strictly prohibited.
- 1.10. **Retention of Rights.** The Qlik Products provided hereunder are licensed, not sold. To the extent not expressly licensed to Customer hereunder, WFM, its Affiliates, and their respective suppliers or licensors where applicable, reserve and retain all right, title and interest in and to the Qlik Products and all IP Rights embodied therein, as well as all Qlik Marks. Customer shall be directly responsible for any violations of this Agreement by anyone that it or any of its Affiliates has allowed to access the Qlik Products.
- 1.11. **Non-Exclusivity.** All rights granted to Customer under this Agreement are non-exclusive. All rights not expressly granted by WFM to the Customer in this Agreement are reserved to WFM.
2. **OEM Product Deployment; Customer Obligations**
- 2.1. **WFM Agreements.** Customer shall ensure that all Customer users are made aware of and shall comply with the terms and conditions of this Agreement. Customer shall remain directly accountable WFM and shall be fully responsible for any non-compliance by a Customer's user with this Agreement in respect of the Qlik Products. Further, in the event of any such non-compliance affecting the Qlik Products, Customer shall promptly notify WFM and shall provide reasonable assistance and information to Customer, whether in connection with in any legal action or otherwise, to prevent or stop such non-compliance.
- 2.2. **Customer Training and Certification.** Customer staff shall pay for and attend applicable Qlik Product training. Customer is responsible to be trained, at its cost and expense, on any new version of the Qlik Products.
- 2.5. **No Authority to Bind.** Customer shall not make any: (a) representation or warranty whatsoever on behalf of WFM; (b) representation or warranty concerning the quality, performance or other characteristics of the Qlik Products; or (c) statement, representation or act indicating that the Customer owns or otherwise has any rights to the Qlik Products except as expressly set forth in this Agreement.
- 2.6. **Costs.** All costs related to Customer's performance of its obligations under this Agreement shall be borne by the Customer.
3. **Support; Professional Services**
- 3.1. **Support.** Subject to full payment of all applicable fees, WFM will provide Support for the Qlik Product directly to Customers.
- 3.2. **Professional Services.** WFM may provide Professional Services to Customer, which shall be limited to implementation, configuration and software enablement services pursuant to a Statement of Work. Customer agrees to pay the Professional Services fees ("Professional Services Fees") and reimburse WFM for the expenses as agreed upon in the applicable Statement of Work and as may be set out in Part C of the Product Order. WFM hereby grants Customer a non-exclusive license to use any deliverables or work product created under a Statement of Work in connection with Customer's use of the Qlik Products as authorized hereunder. The terms and conditions relating to any professional services is subject to the URL terms, including the professional services terms, as set out in the main body of the Product Order.
4. **Orders; Reporting**
- 4.1. **Orders.** Customer may require to issue an Order for invoicing purposes only. Nothing contained in any Order, purchase order, report or like document submitted by the Customer to WFM will in any way modify or add to the terms and conditions contained in this Agreement.
- 4.2. **Reporting.** Upon WFM request, Customer shall submit a report of usage confirming its compliance with this Agreement at such intervals requested, certified by an authorized representative of the Customer. Additionally, upon request Customer agrees to provide additional information as reasonably required by WFM to ensure compliance with Section 11.2.2 below. Customer represents and warrants that all reports provided hereunder shall be true, accurate and complete.
5. **Payment; Taxes; Currency**
- 5.1. **Fees.** All fees for use of the Qlik Products shall be as set out in the Product Order (collectively, "Fees"). All Fees are nonrefundable, noncreditable not subject to any right of offset, and are exclusive of all taxes, including sales, use or value added taxes where applicable. All subscription Fees are due and owing for the full subscription Usage Period when purchased. Upon presentation of invoices by WFM, Customer will pay any and all such taxes (other than taxes based upon WFM's income, for which WFM is responsible) imposed or levied by any government or agency. If Customer is required by law or regulation to make any deduction or withholding (whether on account of tax or otherwise) from any payment, Customer shall notify WFM in writing of such payment or withholding requirements prior to making the payment to WFM. If any deductions or withholdings are required by law, the Customer shall be liable under this sub-clause to pay WFM such further sums as will ensure that the aggregate of the sums paid or payable under this sub-clause shall, after deducting therefrom all deductions or withholdings from such sums, leave WFM with the same amount as it would have been entitled to receive in the absence of any such deductions or withholdings. The Customer shall, in accordance with the law, withhold such withholding taxes from the amount due to WFM, remit the withholding taxes to the appropriate tax authority, and furnish WFM with proof of payment of such withholding taxes within thirty (30) days

- following payment thereof. Where WFM is entitled under any applicable tax treaty to a reduction in the rate of, or the elimination of, applicable withholding tax, the parties agree to cooperate in accordance with applicable law to claim such a reduction.
- 5.2. Payment. Customer agrees to pay all Fees within thirty (30) days from the date of WFM's valid invoice therefor. If the Customer fails to pay any Fee when due, then WFM may charge the Customer interest in accordance with the terms of the Agreement. In addition, and without prejudice to any other rights or remedies available to WFM, any failure to pay any amount when due will be a material breach and WFM will be entitled at its own discretion to withhold or suspend existing services and further deliveries to the Customer and/or require that Customer pay for future Orders and support renewals on a Cash On Delivery (COD) basis. For any Qlik Products purchased by Customer with capacity-based licensing, service metrics or metered usage, Customer agrees to pay for any use or consumption of such Qlik Products in excess of the licensed capacity or metrics, irrespective of any purchase order requirements.
- 5.3. If Customer fails to make any payment when due, WFM may, without limiting its other rights and remedies, temporarily suspend Customer's account or access to Qlik Products.
6. **Proprietary Rights; Confidentiality**
- 6.1. Customer Retention of Rights. Nothing contained in this Agreement will constitute or be construed as a transfer of ownership of any of the IP Rights to the Customer or to otherwise transfer ownership of any proprietary rights, and all IP Rights relating to the WFM Products, including the Qlik Products will at all times be the exclusive property of WFM and its Affiliates or their respective licensors or vendors. Further, as between Customer and WFM, Customer retains all right, title and interest and all IP Rights in and to Customer Data and all other data and/or results stored in the Qlik Product provided on behalf of Customers, including all data that Customer elects to incorporate into an OEM Product or to display within a dashboard created with the Qlik Product ("Customer Data").
- 6.2. WFM Retention of Rights. Nothing contained in this Agreement will constitute or be construed as a transfer of ownership of any of the IP Rights of WFM or its Affiliates or licensors or to otherwise transfer ownership of any proprietary rights and all IP Rights relating to the Qlik Products will at all times be the exclusive property of WFM and its Affiliates or their respective licensors or vendors, and all use of WFM's IP Rights will accrue to the benefit of WFM and its Affiliates or their respective licensors or vendors. Furthermore, the Customer will not use, register, nor attempt to register, any trade name, trademark, service mark, design or domain name which, in whole or in part, incorporates or is confusingly similar to any WFM Marks. Customer agrees to use reasonable efforts to protect WFM's IP Rights or its Affiliates or licensors and to cooperate in WFM's reasonable efforts to protect its IP Rights to the Qlik Products.
- 6.3. Confidentiality. Each Party will hold in confidence the other Party's Confidential Information and will not disclose or use such Confidential Information except as necessary to exercise its express rights or perform its express obligations hereunder. Any Party's disclosure of the other Party's Confidential Information may be made only to those of its employees or consultants (and WFM's Qlik vendor) who need to know such information in connection herewith and who have agreed to maintain the Confidential Information as confidential as set forth herein. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information to the extent that it is required to be disclosed in accordance with an order or requirement of a court, administrative agency or other governmental body, provided that such Party, to the extent permitted by law, provides the other Party with prompt notice of such order or requirement in order that it may seek a protective order. Each Party's confidentiality obligations hereunder will continue for a period of three (3) years following any termination of this Agreement, provided, however, that each Party's obligations will survive and continue in effect thereafter with respect to, and for so long as, any Confidential Information continues to be a trade secret under applicable law. The Parties acknowledge and agree that the Qlik Products and all pricing information shall be treated as the Confidential Information of WFM.
- 6.4. Feedback. Customer is not obligated to provide WFM with ideas or suggestions regarding the Qlik Products, but if Customer elects to do so, Customer agrees that WFM is free to use any such feedback for any purpose, including, developing and improving the Qlik Products, without any liability, restriction or payment of any kind to Customer.
7. General Warranties and Disclaimers
- 7.1. Each Party represents and warrants that it has full power and authority to undertake the obligations set forth in this Agreement and that it has not entered into any agreements that would render it incapable of satisfactorily performing its obligations hereunder or that would be inconsistent or in conflict with its obligations hereunder.
- 7.3. Except as expressly set forth in this Agreement, WFM does not represent, warrant or make any commitment that the Qlik Products will operate in combination with other hardware or software, except as expressly specified in the Documentation, and EXCEPT AS EXPRESSLY SET FORTH HEREIN WFM MAKES NO WARRANTIES WITH RESPECT TO THE QLIK PRODUCTS OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WFM HAS BEEN INFORMED OF SUCH PURPOSE). WFM DOES NOT WARRANT THAT THE QLIK PRODUCTS OR SERVICES WILL (I) BE COMPLETELY SECURE, (II) BE ENTIRELY FREE FROM DEFECTS, (III) OPERATE UNINTERRUPTED OR ERROR FREE, (IV) BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR (V) WILL MEET CUSTOMER'S OR ITS AUTHORIZED USERS' REQUIREMENTS.
- 7.4. Notwithstanding Clause 7.3 of the Agreement, WFM warrants and represents that the Qlik Products shall operate and substantially conform in accordance with the Qlik Product Descriptions available at www.qlik.com/product-terms for a period of 90 days, are screened by a commercially available industry standard antivirus software for

viruses or other harmful components, at the point of delivery by WFM to Customer of the Qlik Products.

8. Indemnification

8.1.

8.1.1 Indemnification by WFM. WFM shall indemnify and defend Customer against any and all damages and reasonable and verifiable costs and expenses (including without limitation reasonable attorneys' fees) that may be incurred by Customer as a result of a third party claim that the Qlik Products, as delivered by WFM, infringes any third-party copyright, trademark or a patent ("IP Claim").

8.1.2 Exceptions. WFM will not be liable for any IP Claim arising from or based upon: (a) where WFM does not receive third party IP Claim coverage on a back to back basis from its third party vendor Qlik where the IP Claim is due to the Qlik Product; (b) any unauthorized use, reproduction or distribution of the Qlik Products; (c) any modification or alteration of the Qlik Products without the prior written approval of WFM; (d) use of the Qlik Products in combination with any other software, hardware, third party data or other materials not specified in the Documentation and the IP Claim would not have arisen but for such combination; (e) with respect to Qlik Software only, use of a prior version of the Qlik Software, if use of a newer version of the Qlik Software would have avoided such claim and such newer version is made available without charge; or (e) any Third Party Materials not used in accordance with the Documentation.

8.1.3 Remedies. If any Qlik Product becomes, or, in WFM's opinion, is likely to become, the subject of an IP Claim, WFM may, at its option and expense, either: (a) obtain the right for Customer to continue using the Qlik Product in accordance with this Agreement; (b) replace or modify the Qlik Product so that it becomes non-infringing while retaining substantially similar functionality; or (c) if neither of the foregoing remedies can be reasonably effected by WFM, terminate the license(s) for the subject Qlik Product (without need for a ruling by a court or arbitrator) and refund to Customer a pro rata portion of any prepaid but unused subscription Fees, as appropriate under the applicable Product Order; provided that such Qlik Product is returned to WFM promptly after the effective date of any such termination. THIS SECTION 8.1 STATES WFM'S SOLE AND ENTIRE OBLIGATION AND LIABILITY, AND CUSTOMER'S AND ITS AFFILIATES' SOLE AND EXCLUSIVE RIGHT AND REMEDY, FOR ANY CLAIM OF INFRINGEMENT OR ALLEGED VIOLATION OF IP RIGHTS.

8.2. Indemnification by Customer. Customer shall indemnify, defend and hold harmless WFM and its Affiliates or its Affiliates, suppliers or licensors against any and all damages and reasonable and verifiable costs and expenses (including without limitation reasonable attorneys' fees) that may be incurred by WFM in connection with or arising out of any third party claim alleging: (a) any breach of Section 1 (Grant of Licenses); (b) the destruction, misuse or unauthorized access to personally identifiable information or WFM proprietary information by Customer or an employee, contractor, officer, agent, Affiliate, or other representative of Customer; (c) breach of any representation or warranty made by Customer that is binding or alleged to be binding on WFM; or (d)

that a Customer Solution, and/or Customer Data infringes any IP Rights of a third party.

8.3. Procedures. All indemnification obligations as set forth in this Agreement are subject to the following requirements: (a) the indemnified Party will provide the indemnifying Party with prompt written notice of any such action or claim; (b) the indemnified Party will permit the indemnifying Party to assume and control the defense and settlement of any such action or claim; (c) the indemnified Party will not prejudice the defense of the action or claim; (d) each Party will mitigate such damages, costs and expenses, as far as reasonably possible and is under a duty to mitigate its losses; and (e) the indemnified Party will provide the indemnifying Party with such assistance, documents, authority and information as it may reasonably require in relation to the action or claim and defense or settlement thereof.

9. Limitation of Liability

9.1. Limitation of Liability.

9.1.1 Customer: Customer's maximum, cumulative liability for any claims, losses, costs (including attorney's fees) and other damages arising under or related to this Agreement regardless of the form of action, whether in contract, tort (including but not limited to negligence or strict liability) or otherwise, will be limited to actual damages incurred, which will in no event exceed the greater of: (i) £100,000 (one hundred thousand pounds sterling); or (ii) five times the aggregate amount of annual Fees paid and/or payable under the Agreement for the twelve (12) month period immediately preceding the event giving rise to the liability.

9.1.2 WFM: Subject always to Annex 2 Condition 1, WFM including its suppliers' and Affiliates' maximum, cumulative liability for any claims, losses, costs (including attorney's fees) and other damages arising under or related to this Agreement (excluding any damages arising under or related to a Professional Services Statement of Work) regardless of the form of action, whether in contract, tort (including but not limited to negligence or strict liability) or otherwise, will be limited to actual damages incurred, which will in no event exceed the greater of: (i) the aggregate amount of Fees (excluding Professional Services Fees) paid and/or payable for the first twelve (12) months under the Agreement; or (ii) the aggregate amount of Fees paid and/or payable under the Agreement for the twelve (12) month period immediately preceding the event giving rise to the liability. However, if the event giving rise to the liability has occurred during the first 12-months after the Effective Date of the Agreement, liability will be limited to an amount equal to the annual Fees paid and/or payable under the Agreement from the Effective Date of the Agreement.

9.2. Exclusion of Damages. IN NO EVENT WILL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY LOSS OF SAVINGS, PROFITS OR REVENUES, LOSS OR CORRUPTION OF DATA, GOODWILL, OR REPUTATION, INACCURACY OF ANY DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. WFM PRODUCTS ARE

- NOT INTENDED FOR USE WITH OR FOR HIGH RISK ACTIVITIES AND WFM WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM USE OF THE QLIK PRODUCTS IN CONNECTION WITH ANY HIGH RISK OR INHERENTLY DANGEROUS ACTIVITIES.
- 9.3. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH ABOVE IN SECTIONS 9.1 AND 9.2 DO NOT APPLY TO: (a) EITHER PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S IP RIGHTS; (b) CUSTOMER'S BREACHES OF SECTION 1 (GRANT OF LICENCES); (c) EITHER PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNITY); (d) CUSTOMER'S PAYMENT OBLIGATIONS; OR (e) CUSTOMER'S BREACHES OF SECTIONS 11.8.1 THROUGH 11.8.3.
- 9.4. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED IN THIS AGREEMENT ARE INDEPENDENT OF ANY AGREED REMEDY SET FORTH IN THIS AGREEMENT AND WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY AGREED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE EXTENT THAT WFM MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF WFM'S LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW. IF A WAIVER, RIGHT, OR REMEDY IS EXERCISED PURSUANT TO MANDATORY LAW, IT SHALL BE EXERCISED SOLELY FOR THE PURPOSE PROVIDED AND IN CONFORMANCE WITH THE PROCEDURES AND LIMITATIONS EXPRESSLY PROVIDED FOR BY SUCH LAW.
- No Third Party Beneficiaries. The warranties and other obligations of WFM under this Agreement run only to, and for the sole benefit of, Customer. Except as otherwise mandated by applicable law, no other person or entity will be considered a third party beneficiary of this Agreement or otherwise entitled to receive or enforce any warranties, rights or remedies in relation to this Agreement.
10. **Usage Period and Termination**
- 10.1. **Usage Period.** This Agreement shall become effective as of the Effective Date and shall remain in effect until terminated by either Party in accordance with Section 10.2 ("Usage Period").
- 10.2. **Termination.** Either Party may terminate this Agreement (without resort to court or other legal action) if the other Party: (a) fails to cure a material breach within thirty (30) days after written notice of such breach, provided that WFM may terminate this Agreement immediately upon any breach of Section 1 (Grant of Licences); (b) has repeatedly failed to fulfill or comply with its obligations under this Agreement, regardless if such Party has cured such failures in accordance with Section 10.2(a); (c) terminates or suspends its business without a successor; (d) becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver or similar authority; or (e) becomes subject to any bankruptcy or insolvency proceeding (f) immediately if WFM's third party licensor (Qlik) terminates the Qlik Product licence for whatever reason (g) immediately if the separate agreement for

- Customer's provision of access to the WFM Product is terminated.
- 10.3. **Effect of Termination.** Upon termination of this Agreement, Customer shall: (a) immediately cease use or access to the Qlik Products and the WFM Marks; and (b) certify to WFM promptly and within thirty (30) days after termination that Customer has destroyed or has returned to WFM all copies of the applicable Qlik Products, including by way of example and not limitation all associated license keys and Documentation, and all other WFM Confidential Information and WFM Marks in its possession. Termination of this Agreement shall not prevent either Party from pursuing all available legal remedies, nor shall such termination relieve Customer's obligation to pay all Fees that are owed as of the effective date of termination. All provisions of this Agreement relating to WFM's (and its third party licensor's) ownership of the Qlik Products, limitations of liability, disclaimers of warranties, confidentiality (for the time periods specified in this Agreement), waiver, audit and governing law and jurisdiction, shall survive the termination of this Agreement.
11. **General**
- 11.1. **Definitions.** Unless defined elsewhere in this Agreement, the capitalized terms utilized in this Agreement are defined below.
- "Affiliate"** means, with respect to a Party, any entity which controls, is controlled by, or is under common control with such Party, where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity, but only for so long as such control exists.
- "Authorized User"** means an employee or contractor of Customer who is authorized by WFM to access and/or use the Qlik Product solely as integrated into the WFM Product solely to exercise Customer's usage rights under this Agreement.
- "Confidential Information"** means non-public information that is disclosed by or on behalf of a Party under or in relation to this Agreement that is identified as confidential at the time of disclosure or should be reasonably understood to be confidential or proprietary due to the nature of the information and/or the circumstances surrounding its disclosure. Confidential Information does not include information which, and solely to the extent it: (a) is generally available to the public other than as a result of a disclosure by the receiving Party or any of its representatives; (b) was known to the receiving Party prior to the date hereof on a non-confidential basis from a source other than disclosing Party or its representatives; (c) is independently developed by the receiving Party without the benefit of any of the disclosing Party's Confidential Information; (d) becomes lawfully known to the receiving Party on a non-confidential basis from a source (other than disclosing Party or its representatives) who is not prohibited from disclosing the information to the receiving Party by any contractual, legal, fiduciary or other obligation; or (e) was disclosed by the disclosing Party to a third party without an obligation of confidence. In any dispute concerning the applicability of these exclusions, the burden of proof will be on the receiving Party and such proof will be by clear and convincing evidence.
- "Customer Data"** means information, data, media or other content including Customer Data provided by Customer, or any Authorized User for use within Qlik Product.
- "Customer"** means the customer entity set out in the Part A of the Product Order.

“Delivery Date” means the date on which the Qlik Software set forth in the Product Order are initially made available (via download or otherwise) to Customer.

“Documentation” means the then-current user documentation for the Qlik Product, including the product descriptions available at www.qlik.com/product-terms.

“Export Control Laws” means applicable export control laws and regulations of the U.S., E.U., and other governments, as well as regulations and sanctions declared by the U.S. Department of the Treasury Office of Foreign Assets Control, the U.S. Department of Commerce, the Council of the E.U. and their counterparts under applicable law, including all end user, end-use and destination restrictions.

“IP Rights” means all rights, title and interest in and to any and all forms of intellectual property rights including, without limitation, all rights to inventions, patent applications and patents, copyrights, trademarks, trade names, domain name rights, trade secret rights, and all forms of protection of a similar nature anywhere in the world and of every kind and nature however designated; whether arising by operation of law, treaty, contract, or license; whether tangible or intangible; whether or not registered, deposited or published, and all derivative works thereof.

“On-Premises” means the deployment of the WFM Product at a Customer's location or a Third Party Hosting Facility.

“Party” or “Parties” means WFM and Customer, individually and collectively as the case may be.

“Professional Services” means any mutually agreed upon professional services for Qlik Products that may be performed by WFM if set out in Part C of the Product Order and subject to the terms of this Agreement and any applicable Statement of Work. The terms and conditions relating to any professional services that may be agreed by the parties is subject to the URL terms, including the professional services terms, as set out in the main body of the Product Order.

“WFM Code of Conduct” means the then-current code of conduct which can be found at: <https://wfmsolutions.com/Policies/>.

“Qlik Product” means the eligible Qlik Software or any other Qlik products set out in the Product Order, as the same may be modified from time to time in the sole discretion of, WFM.

“Qlik Software” means the generally available release of the Qlik software, in object code form, provided or made available to Customer pursuant to the Product Order, as well as updates thereto that WFM elects to make available at no additional charge to all of its customers that have a valid subscription for the Qlik Software.

“Statement of Work” means a document that may be agreed to by the Parties that describes Professional Services to be performed by WFM pursuant to this Agreement.

“Subscription Fees” means subscription fees for using the Qlik Products as set forth in the Product Order. Subscription Fees expressly excludes Professional Services, implementation, education and any other services.

“Third Party Hosting Facility” means an independent, nationally recognized provider of hosting services operated in accordance with industry best practices which may be used by On-Premises license Customers to host the OEM Product solely on behalf of such Customer and for no other purpose. Further, Customer shall remain directly accountable to WFM for any breaches of

the Agreement attributable to an act or omission of a Third Party Hosting Facility hosting the Qlik Product for the On-Premises licences.

“WFM” means the entity identified on the signature page of this Agreement.

“WFM Marks” means the worldwide trademarks, service marks, trade names, logos, designs, or slogans of WFM and its Affiliates and their respective suppliers or licensors where applicable identifying the Qlik Products/ WFM Products and WFM's and its Affiliates' services and their respective suppliers or licensors where applicable, whether or not specifically recognized, registered or perfected, including without limitation, those listed on WFM's website.

“WFM Product” means the product and/or service developed and produced by the Customer resulting from the combination of a Qlik Product with, and restricted to, WFM's Solution and deployed for use by Customers via a separate Product Order. For the avoidance of doubt, the Qlik Product is dependent upon the Customer signing a separate Product Order with WFM that must be in place for the duration of this Product Order.

“WFM-Hosted” means the deployment of the OEM Product on hardware controlled solely by WFM or a Third Party Hosting Facility to provide software as a service, application services, managed services or other hosted services (which may be configured in a multi-tenant or single tenant basis) granting remote access to the Qlik Product by Customers such that Customers shall not receive a license key or any other license to the Qlik Products.

“WFM Solution” means the proprietary software products and/or services developed and produced by WFM, provided via a separate agreement, as well as the third-party products and/or the third party data structures which will be combined with the Qlik Products as set forth in the Product Order which is supplied as add-on functionality to the WFM Product.

11.2. Recordkeeping, Verification and Audit.

11.2.1. While this Agreement is in effect and for two (2) years after the effective date of its termination, upon request by WFM but not more than twice per calendar year, Customer shall conduct a self-audit of its use of the Qlik Products and its compliance with its obligations under this Agreement and, within ten (10) business days after receipt of such request, submit a written statement to WFM verifying that it is in compliance with the terms and conditions of this Agreement.

11.2.2. In the event that either: (a) WFM does not receive a timely response pursuant to Section 11.2.1; (b) WFM reasonably believes that such written statement is incorrect; or (c) Customer is required to submit reports in accordance with Section 4.2, WFM shall have the right, on its own or through its designated agent or third party accounting firm, to conduct an on-premise audit of Customer's compliance with this Agreement. WFM's written request for audit will be submitted to Customer at least fifteen (15) days prior to the specified audit date, and such audit shall be conducted during regular business hours and with the goal of minimizing the disruption to Customer's business. If such audit discloses that Customer is not in material compliance with the terms of this Agreement (including, without limitation, if the Customer has underpaid any fees), then Customer shall pay to WFM the costs of the audit, in addition to any other fees or damages to which WFM may be entitled under this Agreement and

- applicable law. Further, if the results of such audit reveal that Customer is not in material compliance with its obligations under this Agreement, WFM may terminate this Agreement in accordance with Section 10.2(a).
- 11.3. **Third Party Materials.** The Qlik Products may include certain open source or other third party software, data, or other materials (the "Third Party Materials") that are separately licensed by their respective owners. Third Party Materials are identified in the Documentation. WFM represents that if the Qlik Products are used in accordance with this Agreement, such use shall not violate any license terms for the Third Party Materials. WFM MAKES NO OTHER REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING THE THIRD PARTY MATERIALS, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING TO ANY USE THEREOF.
- 11.4. **Connectivity to Third-Party Applications.** Use of Qlik Products to connect or interoperate with or access third-party web-based applications or services utilized by Customer may be governed by terms and conditions established by such third party. Third-party application programming interfaces and other third-party applications or services ("Third-Party Applications") are not managed by WFM or its third party licensors, and WFM shall have no liability for connectivity if any Third-Party Applications are changed or discontinued by the respective third parties. WFM does not support, license, control, endorse or otherwise make any representations or warranties regarding any Third-Party Applications.
- 11.5. **Publicity.** Customer is not permitted to publicize this Agreement in any way including but not limited to external use of the WFM Marks or any of its third party licensor's.
- 11.6. **Assignment.** Customer shall not assign or transfer this Agreement or its rights and obligations hereunder to any third party without the prior written consent of WFM. For purposes of this Section 11.6, any change of control of Customer, whether by merger, sale of equity interests or otherwise, will constitute an assignment requiring the prior written consent of WFM. Any attempt by Customer to assign this Agreement or its rights and obligations hereunder in violation of this Section 11.6 will be null and void. WFM is free to assign or transfer any or all of its rights or obligations under this Agreement at its discretion. All terms of this Agreement will be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of WFM.
- 11.7. **Privacy.** WFM's privacy notices and further information regarding WFM's privacy measures, including WFM's Privacy Notice, may be found on WFM's website: <https://wfmsoftwaresolutions.com/>
- 11.8. **Compliance.**
- 11.8.1. **Applicable Law.** In furtherance of this Agreement Customer shall comply with all applicable laws, treaties, regulations, rules and other legal requirements (collectively, "Applicable Law"), and represents and warrants that all actions taken by Customer shall be in compliance with Applicable Law.
- 11.8.2. **Anti-corruption.** Without limiting Section 11.8.1 above, if Customer or any of its officers, directors, employees, agents or other representatives violate any Applicable Law concerning anticorruption, including without limitation the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act, to the extent applicable WFM: (a) will have a right of action against the Customer for the amount of any monetary payment or thing of value made or given by the Customer in breach of any Applicable Law regarding anti-corruption in relation to this Agreement; and (b) may at its sole discretion, terminate this Agreement for breach in accordance with Section 10.2(a) and Customer will immediately return to WFM or its Affiliate any fee paid to the Customer arising from any transaction in violation of this Section 11.8.2.
- 11.8.3. **Export.** Without limiting Section 11.8.1 above, Customer agrees to comply with Export Control Laws. If required by Export Control Laws, WFM may suspend or terminate Customer's access to Qlik Products/ WFM Products.
- 11.8.4. **WFM's Code of Conduct.** At all times during the Usage Period of this Agreement, Customer must adhere to all terms contained in the WFM Code of Conduct (as may be amended from time to time).
- 11.8.5. If WFM reasonably suspects or determines, in its sole and absolute discretion, that any sale of the Qlik Products may violate Applicable Law or the WFM Code of Conduct, the Customer acknowledges and agrees that WFM may refuse to accept an Order for the Qlik Products and such refusal will not be a breach of this Agreement.
- 11.8.6. Customer acknowledges and agrees that it will take all reasonable efforts to assist WFM to comply with any relevant laws and address any government inquiries, investigations, administrative actions, litigation, etc., to which WFM is a party arising out of or related to Customer's compliance with Applicable Law with respect to this Agreement.
- 11.8.7. Customer shall submit to WFM an annual certification (in the form as provided by WFM to Customer): i) as to the accuracy of its reporting obligations set forth in Section 4.2; and ii) that the Customer remains in compliance with the WFM Code of Conduct and this Section 11.8.
- 11.8.8. Without limiting, and in addition to, any other indemnities provided under the Agreement, Customer agrees to defend, indemnify, and hold harmless WFM and its Affiliates and their respective suppliers, partners, directors, officers, agents, employees, contractors, and assigns from and against any and all losses, liabilities, demands, claims damages, suits, judgment, fines and penalties, including but not limited to, attorney's fees, which arise from or in connection with Customer's failure to comply with the provisions of its obligations under Section 11.8.2 (Anti-corruption) and Section 11.8.3 (Export).
- 11.9. **Governing Law and Jurisdiction.** The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the law of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims). Customer agrees that in addition to any other rights or remedies permitted under applicable law, WFM will have the right to enforce this Agreement by injunctive or other equitable relief without the need to post a bond or to prove damages or irreparable harm. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THIS AGREEMENT.

- 11.10. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure is due to unforeseen events, which occur after the effective date of this Agreement and which are beyond the reasonable control of the Parties, such as strikes, blockade, war, acts of civil or military authority, terrorism, riots, natural disasters, refusal of license by any government or other governmental agencies (including the passage of laws, regulations or sanctions which impact the delivery of Qlik Products or services), pandemics, failure or diminishment of power, telecommunications or data networks or services, denial-of-service attacks or materials shortage, in so far as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the force majeure at reasonable cost.
- 11.11. Notices. All notices by Customer will be in writing and delivered to WFM: (i) by certified or registered mail or by an internationally recognized express courier addressed to WFM registered office as set out in the Product Order; and (ii) by email to WFM at adv.t.contracts.library@adv.t-group.com. Unless otherwise specified by the Customer, all notices to Customer shall be sent to the address set forth in Part A of the Product Order. Either Party may change its contact information by delivering written notice to the other Party in the manner provided in this Section 11.11.
- 11.12. Relationship between the Parties. The Parties are independent contractors. Nothing in this Agreement will be construed to create an agency, joint venture, partnership, fiduciary relationship, joint venture or similar relationship between the Parties.
- 11.13. Waiver. No term or condition of this Agreement will be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same. Neither this Agreement nor any Addendum shall be dependent on Customer issuing a purchase order. Customer acknowledges that any purchase order is for its administrative convenience only and that WFM has the right to issue an invoice and collect payment without a corresponding purchase order. Any additional or conflicting terms or conditions in any purchase order or other ordering documentation shall have no legal force or effect.
- 11.14. Entire Agreement; Severability; Language. This Agreement is the complete statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications pertaining to the subject matter of this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in force and effect. The English language version of this Agreement shall be the governing version used when interpreting or construing this Agreement. This Agreement may not be modified, amended or supplemented except by a separate written document executed by both Parties.
- (“Warranty Period”), operate substantially in conformity with the applicable Documentation. Customer is deemed to have accepted the Qlik Software on the Delivery Date. Customer must assert any claim for breach of this warranty within the Warranty Period. Customer’s exclusive remedy and WFM’s sole liability with regard to any breach of this warranty will be, at WFM’s option and expense, to either: (a) repair or replace the non-conforming Qlik Software; (b) if the Qlik Software was obtained by purchase (and not as a result of a conversion from a previously purchased Qlik product), refund to Customer a prorated portion of any unused, prepaid subscription Fees paid by Customer for the non-conforming Qlik Software, as appropriate under the Product Order; or (c) if the Qlik Software was obtained as a result of conversion from a previously purchased Qlik product, require de-installation of the Qlik Software by Customer and reversion to the prior Qlik Product. The Customer acknowledges that WFM’s third party licensor (Qlik) owns the Qlik Software and WFM will act in accordance with its third party vendor’s instructions and not liable beyond what it can claim from its third party vendor for any warranty claim hereunder.
- 12.2. If WFM elects to refund the applicable subscription Fee as appropriate under the Product Order paid for the non-conforming Qlik Software pursuant to Section 12.1, then: (a) Customer shall promptly return or demonstrate to WFM’s reasonable satisfaction that it has destroyed the non-conforming Qlik Software and any other related materials provided by WFM; and (b) the right to access, use, or license such non-conforming Qlik Software will automatically terminate.
- 12.3. WFM will have no liability for any warranty claim, or any obligation to correct any defect or problem with the Qlik Software, to the extent that it arises out of: (a) any use of the Qlik Software not in accordance with the Documentation or this Agreement; (b) any unauthorized modification or alteration of the Qlik Software (for avoidance of doubt, including any unauthorized modification or alteration of the Documentation); (c) any use of the Qlik Software in combination with any software or hardware not specified in the Documentation and the claim would not have occurred but for such combination. Additionally, WFM does not represent, warrant or make any commitment that it will investigate the possibility of infringement resulting from any combination of a Customer Solution with the Qlik Software.

II. QLIK SOFTWARE TERMS

The terms in this Section II apply exclusively to Software.

12. Software Warranty

- 12.1. WFM warrants that the initial version of the Qlik Software delivered under this Product Order, for a period of ninety (90) days from its Delivery Date