

...Qlik Software Support Agreement

This document defines the current Support Agreement (the “Agreement”) with respect to the provision of maintenance and support services by Differentia Consulting Ltd (Differentia Consulting) for the Software to the Customer. All services provided under this Agreement are subject to the payment of applicable fees. The download, installation and or use of the Software is governed by the terms of the ULA which can be found at <https://www.qlik.com/us/legal/license-terms>

Unless otherwise defined in this Agreement, capitalised terms in this Agreement have the meanings provided in the Qlik User License Agreement (ULA).

1. Definitions

“**User License Agreement**” or “**ULA**” means the written software license and agreement or other written agreement between Qlik and Customer concerning the license and use of the Software.

“**Agreement**” means the Support agreement for the provision of Qlik Software maintenance and/or support services by Differentia Consulting to the Customer.

“**Authorised Affiliate**” means any Affiliate of Customer that is designated by Customer as authorised to use the Software under the terms of a separate agreement. An Affiliate means any entity which controls, is controlled by, or is under common control with Customer where “control” means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests of such entity, but only for so long as such control exists.

“**Customer**” means a Customer using the Software under the terms of the Qlik ULA with a current Maintenance and/or Support Agreement with Differentia Consulting.

“**Designated Support Contact**” means a member of Differentia Consulting’s technical support team who is capable of managing the Customer’s Support Cases(s). Differentia Consulting may, in its sole discretion, assign a Customer a different Designated Support Contact at any time.

“**Differentia Consulting Cloud Services Offering**” refers to any paid offering deployed on Differentia Consulting’s cloud.

“**Documentation**” means the then-current documentation published and made generally available by Qlik for the Software in the form of manuals and functional descriptions in printed or electronic form, as may be modified by Qlik from time to time.

“**Error**” means any verifiable and reproducible failure of the Software to materially conform to the Documentation.

“**Error Correction**” means any modification or addition to the Software, delivered within an Update, that brings the Software into material conformity with the Documentation.

“**Fix**” means a hot-fix designed to correct an Error, or a temporary work-around, bypass, or patch supplied by Qlik, or implementation of an operational procedure or routine by Customer to diminish or avoid the practical adverse effect of an Error.

“Initial Contract Period” is the agreed contract period (minimum 12 months) beginning on the delivery date of the Software and is applicable to any new/additional Software purchases.

“Initial Response Time” means the period commencing when an Error is first reported by Customer’s Technical Contact(s) in the manner required by this Agreement and ending when a member of the Differentia Consulting technical support team logs the report and responds to the Technical Contact(s) by telephone or email.

“Maintenance Services” means the release of Updates to the Software, which Qlik elects to make generally available to Customers.

“Product Line” means a group of related products or items, which share a common brand, and may have common features or components. For example, Professional User and Analyzer User are part of the same Qlik Sense product line. Notwithstanding, Qlik Sense Business is a standalone product line.

“Qlik Cloud Services Offering” refers to any paid offering deployed on Qlik’s cloud.

“Qlik Product” means the applicable Software or Qlik Cloud Services offering.

“Release Management Policy” means the then-current release management policy describing the release cadence for the applicable Software as currently set forth at <http://www.qlik.com/product-terms> , and as may be modified by Qlik from time to time.

“Self-Service Tools” means the Knowledge Base (Qlik’s online database of content and FAQs about the use and support of the Software), white papers, Community Forums, webcasts and other materials available in the Support Portal to Customers that are current on Support.

“Severity 1 Error” means that the Software is inoperable or not accessible in a production environment (including Differentia Consulting or Qlik Cloud Services), is down or not available due to i) a server-side failure, but not as a result of scheduled maintenance and/or upgrades, or ii) any event beyond the reasonable control of Qlik, including but not limited to any interruption of power, telecommunications or Internet connectivity, and any failure of Customer’s internal telecommunications equipment, browser or network configurations, hardware and/or third party software.

“Severity 2 Error” means that major functionality is materially impacted and not working in accordance with the technical specifications in the Documentation or significant performance degradation is experienced so that critical business operations cannot be performed.

“Severity 3 Error” means any Error that impairs the performance of the Software, but is not a Severity 1 Error or Severity 2 Error

“Software” means the generally available release of Qlik’s proprietary software in object code form, as well as the software API, licensed to Customer under an agreement. Software excludes early release, technical preview, beta, free trial or evaluation versions as well as any extensions, objects, open source projects or code made available without charge on Qlik Branch or other developer forums, and any Qlik products which exclude Support in the terms of use. Software does not include a Qlik Cloud Services Offering.

“Support Case” means a single, reproducible issue or problem with the operation of the Software.

“Support Services” means the technical Customer support for the Software as described in this Agreement. Support Services do not include services performed onsite at any Customer facility, consulting or education services, Managed Services or any services not expressly stated in this Agreement.



“**Technical Contact(s)**” means Customer’s personnel that have been identified in writing by Customer as the technical contact(s) for Customer.

“**Update**” means: i) any Software enhancement, modification or Error correction made available in accordance with the Release Management Policy, which Qlik elects to make generally available to its customers as part of Maintenance Services, or ii) a subsequent release of a Qlik Cloud Services Offering which Qlik generally makes available for such offering at no additional fee. Updates for Qlik Cloud Services Offerings automatically replace the previous version of the Qlik Cloud Services Offering. For all Qlik Products, Updates do not include new or separate products which Qlik offers only for an additional fee to its customers generally.

2. Support Levels

2.1 Differentia Consulting will provide Customer with Support Services for the Software in accordance with this Agreement and the level of coverage purchased by Customer, subject to Customer’s timely payment of the applicable Support fees.

2.2 Unless otherwise expressly set forth herein, all references in this Agreement to response times or communications from Differentia Consulting shall only apply during Differentia Consulting’s Standard Business Hours, regardless of when a support matter is reported to Differentia Consulting. Differentia Consulting’s “Standard Business Hours” mean from 09:00 to 17:00, UK time, Monday to Friday (excluding UK national and bank holidays).

2.3 Customers with a current Support Agreement receive 1st line off-site troubleshooting, technical assistance and support concerning the pre-installed Software during Differentia Consulting’s Standard Business Hours. Support Cases must be reported to Differentia Consulting via the dedicated Differentia Consulting support email address. Only the Technical Contact(s) may report Support Cases. Differentia Consulting will respond to a Customer Technical Contact by email or telephone.

2.4 Differentia Consulting will use commercially reasonable efforts to respond, within the Maximum Initial Response Times set forth in the table below, to any Support Case reported by a Technical Contact in accordance with Section 2.3. Differentia Consulting will determine the severity level of any Support Case in its reasonable discretion.

Severity Level	Maximum Initial Response Time*
Severity 1 Support Case	Within two (2) hours
Severity 2 Support Case	Within four (4) hours
Severity 3 Support Case	Within one (1) business day

2.5 Differentia Consulting will use commercially reasonable efforts, consistent with industry practice, to investigate each Support Case to determine an appropriate resolution. If it is determined that there is a potential Error in the Software, this will be escalated to Qlik 2nd Line software support

2.6 2nd Line support is provided by Qlik in the event of an Error reported in the Software or an Escalation (see 3.3). Qlik will provide the Customer with Error Corrections for Errors reported to be in the Software, as such Error Corrections become available through Updates. If Qlik determines that an Error is present, Qlik will use commercially reasonable efforts to correct the Error and/or provide a workaround, including, without limitation, by providing Customer with an Update. All responses and communications from Qlik to Customer in connection with Qlik's provision of 2nd line support will be provided during Qlik's Standard Business Hours.

3. Error Resolution and Escalation

3.1 Error Resolution A Support Case is resolved upon the earlier of the following: (i) the issue or problem is resolved; (ii) if the issue or problem is the result of an Error, the provision of a Fix or Error Correction; (iii) Differentia Consulting or Qlik are able to provide a reasonable and mutually acceptable alternative solution; (iv) Qlik confirms that the issue or problem is not due to any Error or deficiency in the Software; (v) Qlik confirms that the issue or problem is in fact the result of a multi-vendor issue, and the Customer agrees to transfer the problem to the third-party vendor for resolution; (vi) the Customer's Technical Contact requests that Differentia Consulting close the Support Case; or (vii) the Support Case has been left open for ten (10) consecutive business days, during which period Differentia Consulting has not received a response from a Technical Contact.

3.2 Exclusions. Notwithstanding anything in this Policy to the contrary, Qlik and Differentia Consulting will have no obligation to provide any Support Services in connection with: (i) any issue or problem that Qlik or Differentia Consulting determines is not due to any Error or deficiency in the Qlik Product (including without limitation, issues or problems caused by stand-alone third party software products used in conjunction with the Qlik Product, the Internet or other communications, Customer network or browser matters, or login issues); (ii) use of the Qlik Product other than in accordance with the Documentation and the Agreement; (iii) use of the Qlik Product provided on a trial or evaluation basis or for which Customer has not paid any fees; (iv) any Errors or problems with the applicable Qlik Product that are not reproducible; (v) any Error or problem that is reported by Customer via any support telephone number or email address associated with any geographic territory other than the one to which Customer has been assigned; or (vi) any Errors or problems with the Software that result from: (a) the use of the Software with software or hardware not designed for use with the operating systems approved by Qlik in the Documentation; (b) the use of the Software with hardware that does not satisfy the minimum system requirements specified by Qlik in the Documentation; (c) changes, modifications, or alterations to the Software not approved in writing by Qlik or its authorised representatives (d) use of the Software with third party operating systems, databases, data sources, network software and client



applications that are no longer supported by the related product vendors, or (e) use of other than a Supported Version of the Software as defined in the applicable Release Management Policy. If Qlik does correct any of the Errors described in subsections (a)-(e) above, or otherwise provides support for a Qlik Product that is not covered by the terms and conditions contained in this Policy, such Error resolution or support will be provided only following Customer's written request and approval of all charges, and Customer will be invoiced for such support at Differentia Consulting's or Qlik's then-current "time and materials" rates for such services. Without limiting any of the foregoing, Differentia Consulting or Qlik has no obligation to provide support for any third party software, data, or other materials distributed or bundled with a Qlik Product.

3.3 Escalation. Differentia Consulting and Qlik will use commercially reasonable efforts to resolve Support Cases reported by a Technical Contact in accordance with Section 2.4 as soon as reasonably practicable. In addition, Differentia Consulting provides for escalation to various Qlik resources depending on the severity level of the reported Support Case and the length of time the Support Case remains unresolved following Differentia Consulting's initial response.

4. Updates

In addition to its obligations under Sections 2 and 3 of this Agreement, Qlik will make Updates available to all Customers with a current Support Agreement, when and if Qlik elects to make them generally commercially available. All Updates provided to any Customer under this Agreement will be made available, at Qlik's discretion, in a form of digital medium, or via the Qlik Software download site. Each Update will be provided together with the associated Documentation, in printed or electronic form, written in English or another language officially supported by Qlik. Unless otherwise agreed in writing by Qlik, Customer shall be responsible for installation of all Updates. The Customer may commission Differentia Consulting to assist with the planning and/or implementation and execution of such Updates, and this will be subject to a separate commercial arrangement. Qlik is under no obligation to develop any future functionality, programs, services or enhancements.

5. Other Software

5.1 Qlik may elect to make certain software publicly available under an open source license and free of charge on various online communities ("Extensions"). This Agreement includes Support with regard to any certified Qlik Extensions only. Support for all other Extensions is provided solely by the open source community. To the extent customer uses non-certified Extensions in connection with the Software, this Agreement provides Support for the Software and Software API only.

5.2 While Qlik may make available certain open source libraries created by Qlik (each a "Qlik Library" and collectively the "Qlik Libraries") that may be referenced in the Documentation as being available for

use with Qlik Core, Qlik Libraries are not supported under the Agreement. To the extent an Error in Qlik Core arises from or relates to use of the Qlik Libraries, Qlik's obligation to provide Support for such Error shall only exist during the period in which the applicable library remains a valid Qlik Library for use with Qlik Core (as set forth in the then-current Qlik Core Documentation) and the applicable Qlik Library must not be changed, modified or altered in any manner by anyone other than Qlik.

5.3 Qlik may elect to make certain software available free of charge for trial, evaluation or other purposes ("Freeware"). Support for Freeware, if any, will be provided at Qlik's discretion and in accordance with the license terms for such Freeware.

6. The Customer's Obligations

6.1 Customer will provide timely information and access to knowledgeable resources as reasonably required to provide support. Differentia Consulting's and Qlik's support obligations shall be excused to the extent Customer fails to cooperate in this regard.

6.2 The Customer shall: (i) not request, permit or authorise anyone other than Differentia Consulting or Qlik to provide any form of support services in respect of the Software; (ii) cooperate fully with Differentia Consulting's and Qlik's personnel in the diagnosis or investigation of any Error or other issue or problem with the Software; (iii) only report Errors to Differentia Consulting via the dedicated email address (iv) be responsible for purchasing, installing and maintaining all hardware and operating systems required to use and support the Software; (v) be responsible for maintaining all third party software not explicitly licensed under the Agreement.

6.3 Customer's contact with Differentia Consulting and Qlik in connection with Customer's requests for support and reports of Errors shall be solely through its Technical Contact(s). The Technical Contact(s) shall: (i) serve as the internal contact(s) for Customer's and its Authorised Affiliates' personnel who are authorised to use the Software per the terms of the Agreement; (ii) be responsible for initiating all requests by, and maintaining all records of, the Customer and its Affiliates relating to Support Services; (iii) serve as the contact(s) with Differentia Consulting and Qlik on all matters relating to Support Services; and (iv) be responsible for providing information and support, as requested by Differentia Consulting or Qlik, to assist in the reproduction, diagnosis, analysis, and resolution of Errors. The maximum number of Technical Contacts for each Customer is three (3) regardless of the number or types or quantities of licenses purchased for the Software. Customer shall ensure that its Technical Contacts comply with any reasonable training requirements for the Technical Contact(s) upon notification by Qlik. Subject to the previous sentence, Customer may change its Technical Contact(s) by notifying Differentia Consulting in writing.

6.4 Upon reasonable request by Differentia Consulting or Qlik, Customer shall provide a detailed description of its IT system(s) within which the Software operates, together with the basic structure of

that system, any operational disruption experienced by Customer, and the effect of the disruptions on Customer's operations.

6.5 If Differentia Consulting or Qlik are unable to reproduce a problem or the solution requires modifying Software configuration parameters, either Differentia Consulting or Qlik may require Customer to provide remote access in order to continue providing support. Customer shall ensure that a functioning system enabling remote access to Customer's technical equipment is installed (subject to Customer's reasonable security measures and policies) and that satisfactory communication between the parties' computer systems is possible. Customer agrees to be solely responsible for protecting and backing up its equipment, software and data prior to any such access. Differentia Consulting and Qlik accept no liability in connection with remote access support.

6.6 Customer will be responsible for primary support of its Authorised Affiliates in connection with their use of the Software in accordance with the terms of the Agreement. Customer is solely responsible for: (i) distributing all Updates to its Authorised Affiliates; (ii) passing on to its Authorised Affiliates all support materials as appropriate; and (iii) providing software support, including operational instruction, problem reporting and technical advice to its Authorised Affiliates, in each case of (i), (ii) and (iii) above, as necessary to enable the Authorised Affiliate to continue to use the Software as authorised under the Agreement.

6.7 Qlik supports the software in designated operating systems as described in the Documentation, not specific hardware configurations. If Customer is running the Software on a virtual environment, Customer and the virtual environment vendor will be responsible for any interactions or issues that arise at the hardware or operating system layer as a result of the use of a virtual environment. Qlik reserves the right to request Customer to diagnose certain issues in a native designated operating system environment, operating without the virtual environment, as needed to determine whether the virtual environment is a contributing factor to the issue.

6.8 Customer is expected to use a non-production environment for development and to conduct sufficient testing before making any updates to the production environment.

6.9 For certain services provided under this Agreement, the transmission of machine logs may be required. For avoidance of doubt, Customer shall not include any business sensitive and/or personal information via such transmissions. Accordingly, Differentia Consulting and Qlik shall not be deemed a Data Processor under EU Data Protection Directive 95/46/EC (as amended) (the "Directive"). However, should Customer send to Differentia Consulting or Qlik any log files or other information containing personal data, Differentia Consulting and Qlik will (i) comply with the Directive and any relevant national enacting legislation in relation to its treatment of that personal data as required under relevant, applicable law; and (ii) in accordance with Differentia Consulting and Qlik's privacy policies from time to time in effect. Customer shall take reasonable measures to limit the amount and sensitivity of such data provided (by anonymisation, for example). Differentia Consulting's privacy policy is available online



here: <https://www.differentia.consulting/policy/privacy-policy/>. Qlik's privacy policies are available to view online at www.qlik.com under "Cookie and Privacy Policy. "

7. Maintenance and Support Fees

7.1 The Customer shall be entitled to support under the terms of this Agreement on payment in advance of the agreed annual maintenance and support fee.

7.2 The Agreement shall automatically renew on the anniversary of the initial purchase, (or at the end of the contract period if longer than 12 months) and every 12 months afterwards unless the Customer provides Differentia Consulting with written notice of non-renewal at least 60 days prior to the end of the then current annual period, or of transfer to another maintenance and support provider at least 90 days prior to the end of the then current annual period. If the appropriate notice is not received within the applicable notice period, the then-current annual maintenance and support fee will be payable in full for the auto-renewal period. Differentia Consulting may provide information relating to your auto-renewal in advance of the then current expiry date with the aim of helping you manage your support contracts, but Differentia Consulting is not obligated to provide such notices.

7.3 Customer is required to separately purchase Support on all licensed Software for a twelve (12) month period beginning on the delivery date of the Software (the "Initial Support Period). Customer must maintain support uniformly for all licenses within the same Product Line. In order to purchase additional Software, Customer must be current on Support for all previously purchased licenses within the same Product Line. In the event the Customer elects not to renew a Support Agreement for its licenses, the non-renewal must apply to all licenses within the same Product Line. Notwithstanding the foregoing, any Software or subscriptions purchased as a bundle, package, or special offer or promotion (e.g., enterprise licenses) must be supported together at a uniform level, regardless of whether such purchase includes multiple Product Lines.

7.4 Only if previously agreed in writing, Support fees for any additional Software purchases may be prorated to achieve a common annual renewal date with existing licenses, but does not relieve Customer of its payment obligations for the remainder of the Initial Contract Period for that software. For avoidance of doubt, Customer is responsible to pay the entire Support Fee for the Initial Contract Period on all additional purchases of Software regardless of any proration of Support Fees.

7.5 Annual Maintenance and/or Support fees for any renewal period are subject to increase, provided (i) Differentia Consulting notifies Customer of such fee increase at least sixty (60) days prior to the end of the then-current Support Term; and (ii) the increase does not exceed five percent (5%) of the Support fees for the then-current period.

7.6 Reinstatement of lapsed or cancelled Maintenance for perpetual licenses will be subject to payment by Customer of (a) the then-current annual Maintenance Fees payable for the 12-month period



beginning on the date of reinstatement and (b) the aggregate Maintenance Fees that would have been payable for the relevant Software during the period of lapse in the absence of termination or non-renewal, provided that (i) the combined reinstatement fees are paid within twelve (12) months after the date of the lapse and (ii) Customer pays Differentia Consulting a Maintenance reinstatement fee equal to twenty-five percent (25%) of the total Maintenance fees payable to Qlik for all applicable Qlik products licensed by Customer. Reinstatement beyond this date will be at Qlik's sole discretion. Reinstatement fees may be assessed once notice of cancellation or non-renewal is provided, even if a request for reinstatement is provided prior to the expiration of the current Maintenance Period.

7.7 The Services provided under the terms of this Agreement do not include consulting, implementation, education or other services that may be provided from time to time by Differentia Consulting under separate contract.

8. Changes to Agreement

Subject to the terms of the Software agreement, Differentia Consulting reserves the right, at its discretion, to change the Agreement at any time based on prevailing market practices and the evolution of Qlik's Software products.

All notices or other communications to Differentia Consulting shall be addressed to: Differentia Consulting Limited, Beacon House, Ibstone Rd, Stokenchurch, High Wycombe HP14 3FE