



...Qlik Software and Support Contract

This document defines the Software and Support Contract for the supply and support of Qlik Software products.

between:

Differentia Consulting Ltd., a company incorporated in England and Wales having its registered office at Beacon House, Ibstone Road, Stokenchurch, Bucks, HP14 3FE Registered Company No 04478146 ("Differentia Consulting");

and

Customer Ltd. a company incorporated in England and Wales having its registered office is at **xxx**. Registered Company No **xxx** ("The Customer").

This contract is dated **xx/xx/xx**

The Initial Contract Period is for **36** months

Contract start date **xx/xx/xx**

Contract end date **xx/xx/xx**

All Software and Support services provided under this Contract 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>

Support services provided under this contract by Differentia Consulting are supplied under the terms of the DC Qlik Support Agreement which can be found at <https://differentia.consulting/qlik/terms>

1 Software Subscription and Support Fees

1.1 The Customer shall be entitled to use the Software and receive Support under the terms of this Contract on payment in advance of the agreed annual subscription and support fee. Fees are payable annually in advance for the duration of the Contract. For the avoidance of doubt, fees remain payable for the duration of the Initial Contract Period irrespective of whether Customer ceases to use the software, or receive support.

1.2 Customer is required to separately purchase Support on all licensed Software for the contract period beginning on the delivery date of the Software (the "Initial Contract Period").

Differentia Consulting Ltd. Vat No. GB 798 2247 80

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e: admin@differentia.consulting

i: www.differentia.consulting

- 1.3 Only if previously agreed in writing, Software subscription and Support fees for any additional Software purchases may be prorated to achieve a common annual renewal date with existing licenses. For avoidance of doubt, Customer is responsible to pay the entire amount of any subscription and support fees due for the Initial Contract Period on all additional purchases of Software.
- 1.4 Subscription fees are subject to increase based upon prevailing rates at the time of renewal.
- 1.5 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.
- 1.6 The Services provided under the terms of this Contract do not include consulting, implementation, education or other services that may be provided from time to time by Differentia Consulting under separate contract.

2. Renewal & Termination

- 2.1 Subscriptions may not be cancelled in whole or in part during any subscription period.
- 2.2 The Contract 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 contract period, or of transfer to another support provider at least 90 days prior to the end of the then contract period. If the appropriate notice is not received within the applicable notice period, the then-current Software and Support fee will be payable in full for the auto-renewal period.
- 2.3 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.

3. Analytics Modernisation Programme (AMP)

Where a Customer has converted an existing perpetual licence contract to a subscription contract under Qlik's Analytics Modernisation Programme (AMP), then the following terms will also apply and are included as an addendum to this Contract.



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

IN WITNESS WHEREOF the parties hereto have signed this Contract on the date at the head hereof.

For and on behalf of

For and on behalf of

Differentia Consulting Ltd.

Customer Ltd.

Signed

Signed

Name

Name

Position

Position

Date

Date

Addendum - Analytics Modernisation Programme

3.1 Analytics Modernisation Programme (“AMP”) Upgrade.

This Contract serves to upgrade and replace Customer’s QlikView perpetual licenses with a combined QlikView & Qlik Sense subscription as reflected in the table above (collectively referred to as “AMP Subscription”) and is subject to the terms in this Contract and the Qlik User License Agreement (“QULA”) available at www.qlik.com/license-terms. The subscription licences include software product support services provided directly by Qlik as set forth in, and subject to Qlik’s Support Policy at www.qlik.com/product-terms. Qlik and its Affiliates shall be a third-party beneficiary of this Contract with respect to these provisions and shall be entitled to directly enforce these provisions.

3.2 Subscription Conversion.

Customer’s right to access and use AMP Subscription products begins upon delivery and shall terminate at the end of the subscription or renewal period, unless otherwise earlier terminated in line with section 2 – Renewal & Termination. Upon delivery of the AMP Subscription, Customer’s existing QlikView licenses are terminated. Customer acknowledges and agrees any previously granted rights with respect to the QlikView perpetual licenses, including remix rights and price holds, shall be terminated and do not apply to the AMP Subscription. If Customer’s QlikView licenses were subject to special restrictions on use, such restrictions shall continue to apply to any QlikView subscriptions delivered as part of the AMP upgrade.

3.3 AMP Subscription.

An AMP Subscription provides an equivalent Qlik Sense user license for each of Customer’s QlikView user licenses, or a capacity based license, which provides users the right to access both QlikView and Qlik Sense.

I. User-Based License. For each QlikView named user license type (Named and Document CALs), the AMP Subscription includes an equivalent Qlik Sense user license, which collectively shall be a single user-based AMP Subscription. A user-based AMP Subscription must be assigned to the same named user and may not be shared or accessed by multiple users. For clarity, the QlikView and Qlik Sense licenses are a single user named license and not a bundle offer for two separate named user licenses.

II. Capacity-Based License. If Customer has QlikView capacity-based licenses (Session or Usage CALs), Customer may opt to i) retain any QlikView Session or Usage CALs without receiving any Qlik Sense equivalent, ii) terminate and replace QlikView capacity-based licenses with Qlik Sense Analyzer Capacity Packs, which can be used to access either QlikView or Qlik Sense, or iii) remix capacity-based licenses to user-based license types. If Customer elects to take Qlik Sense Analyzer Capacity Packs, Customer’s QlikView capacity-based licenses shall be terminated upon delivery.

III. SaaS Option. If Customer’s AMP Subscription includes Qlik Sense Enterprise SaaS (QSE SaaS), use of QSE SaaS is governed solely by the applicable SaaS Services Agreement available at www.qlik.com/license-terms notwithstanding anything in the Agreement to the contrary. If Customer’s

AMP Subscription includes Qlik Sense Enterprise SaaS as an add-on to Qlik Sense Enterprise Client Hosted, the QSE SaaS add on is governed solely by the Qlik Cloud Services Terms available at www.qlik.com/license-terms notwithstanding anything to the contrary.

IV. Software Version. Customer may use the Qlik License Service (QLS) to manage its AMP Subscription, provided that Customer has installed versions of the Software which support the QLS. Customer will be required to install the April 2019 releases (or later versions) of QlikView and Qlik Sense Enterprise in order to use QLS as well as Qlik Sense Analyzer Capacity Packs, if applicable. If Customer elects not use the QLS or implements the AMP Subscription with two separate license keys for QlikView and Qlik Sense, it shall be Customer's sole responsibility to create and manage security rules and access controls to comply with the AMP Subscription terms and named user restrictions. Customer shall enable the session and log file function within the Software, shall not tamper with, delete or modify such files and shall notify Qlik in the event of any failure to comply.

V. Upgrade Terms. Once executed, the AMP upgrade is non-cancellable with no right to revert to prior license types. Customers upgrading to the AMP Subscription may only add users or expand capacity with license types which support deployment on both QlikView and Qlik Sense collectively.

VI. QlikView Remix. As part of the AMP upgrade, Customer may be permitted to remix its QlikView license types in order to achieve a desired Qlik Sense equivalent license type. If Licensee elects to remix, such remix shall be final and no further right to remix shall be provided. Any remix right provided as part of the AMP upgrade shall in no way entitle Customer to any refund or credit.

3.4. AMP Subscription Fees.

The fees for the AMP Subscription are based on Customer's current annual QlikView maintenance plus any upgrade fee, which shall collectively become Customer's recurring annual subscription fee. If the AMP Subscription is subject to autorenewal, Qlik will not increase subscription fees by more than 5% upon renewal. If Customer's AMP Subscription begins before the end of its current maintenance period, Customer's initial subscription invoice will reflect a credit for any unused and prepaid maintenance fees.