

SMLOUVA

č. TP/170404/ČSSZ/TP Qlik a CloverCare

uzavřená níže uvedeného dne, měsíce a roku dle příslušných ustanovení zákona č. 89/2012 Sb., občanský zákoník, v platném a účinném znění (dále jen „Občanský zákoník“), mezi níže uvedenými stranami

(dále jen „Smlouva“)

Česká republika – Česká správa sociálního zabezpečení

Sídlo: Křížová 25, 225 08 Praha 5
Statutární zástupce: JUDr. Jiří Biskup, ústřední ředitel
Jednající: Ing. Miroslav Bauer, MBA, ředitel odboru implementace APV
IČO: 00006963
DIČ: neplátce
Bankovní spojení: Česká národní banka
Číslo účtu: XXXXXXXXXX
ID datové schránky: 49kaiq3

(dále jen „Objednatel“)

na straně jedné

a

KOMIX s.r.o.

Sídlo: Drtinova 467/2a, 150 00 Praha 5
Jednající/Zastoupená: Ing. Tomáš Rutrle, jednatel společnosti
IČO: 47117087
DIČ: CZ47117087
Bankovní spojení: UniCredit Bank Czech Republic, a.s.
Číslo účtu: XXXXXXXXXX
ID datové schránky: 8sqgaah
Zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C, vložka 12440

(dále jen „Poskytovatel“)

na straně druhé

(Objednatel a Poskytovatel budou dále v této Smlouvě označováni jednotlivě jako „Smluvní strana“ a společně jako „Smluvní strany“)

Preambule

1. Objednatel prohlašuje, že:
 - je organizační složkou státu a správním orgánem, který zabezpečuje výběr pojistného na sociální zabezpečení a příspěvku na státní politiku zaměstnanosti, dále provádí zejména důchodové pojištění a zajišťuje agendu nemocenského pojištění;
 - je správcem informačního systému kritické informační infrastruktury podle zákona č. 181/2014 Sb., o kybernetické bezpečnosti a o změně souvisejících zákonů (zákon o kybernetické bezpečnosti), ve znění platném a účinném;
 - splňuje veškeré podmínky a požadavky v této Smlouvě stanovené a je oprávněn tuto Smlouvu uzavřít a řádně plnit závazky v ní obsažené.
2. Poskytovatel prohlašuje, že:
 - je podnikatelem dle ustanovení § 420 a násl. Občanského zákoníku;
 - splňuje veškeré podmínky a požadavky v této Smlouvě stanovené a je oprávněn tuto Smlouvu uzavřít a řádně plnit závazky v ní obsažené.
3. Tato Smlouva se uzavírá za účelem zajištění support/maintenance k nevýhradním licencím QlikView a CloverETL za podmínek a v rozsahu uvedených dále v této Smlouvě.

I. Předmět Smlouvy

1. Předmětem této Smlouvy je závazek Poskytovatele zajistit plnění ve formě poskytování support/maintenance pro programové vybavení Objednatele uvedené v Příloze č. 1 této Smlouvy – „Specifikace a konfigurace programového a technického vybavení“ (dále jen „Předmět plnění“).
2. Aktivace Předmětu plnění bude potvrzena podpisem protokolu o aktivaci oběma Smluvními stranami.
3. Objednatel se zavazuje za řádně a včas poskytnutý Předmět plnění zaplatit Poskytovateli cenu dle čl. III. této Smlouvy.

II. Místo a čas plnění

1. Místem plnění je sídlo Objednatele na adrese Křížová 25, 225 08 Praha 5.
2. Poskytovatel se zavazuje poskytovat plnění dle této Smlouvy 12 (slovy: dvanáct) měsíců od data podpisu protokolu o aktivaci Předmětu plnění. Poskytovatel se zavazuje aktivovat Předmět plnění nejpozději do 2 (slovy: dvou) pracovních dnů od data podpisu této Smlouvy.

III. Ceny a platební podmínky

1. Celková cena za poskytování Předmětu plnění dle této Smlouvy činí **207.975,- Kč (slovy: dvěšedesátisícdevětsedmdesát pět korun českých) bez DPH, tzn. 251.649,75,- Kč (slovy: dvěšestpadesátjedenatisícšeststčtyřicetdevět korun českých a sedmdesát pět haléřů) včetně DPH.**
2. Detailní rozpad ceny je uveden v Příloze č. 1 této Smlouvy.
3. Cena dle odst. 1. tohoto článku této Smlouvy zahrnuje veškeré náklady Poskytovatele spojené s poskytováním Předmětu plnění Objednateli v rozsahu této Smlouvy.
4. Cena za poskytování Předmětu plnění uvedená v odst. 1. tohoto článku této Smlouvy je cenou konečnou, úplnou, závaznou a nejvýše přípustnou. Cena uvedená v odst. 1. tohoto článku této Smlouvy může být překročena pouze v souvislosti se změnou sazby DPH mající prokazatelný vliv na cenu Předmětu plnění, a to pouze o výši, která této změně bude odpovídat. Z jakýchkoli jiných důvodů nesmí být tato cena překročena.
5. Cena za poskytnutí Předmětu plnění bude Objednatel zaplacená po aktivaci Předmětu plnění jednorázově na základě Poskytovatelem vystaveného daňového dokladu (faktury), jehož součástí musí být oběma Smluvními stranami podepsaný protokol o aktivaci Předmětu plnění.
6. Splatnost daňového dokladu (faktury) činí 30 (slovy: třicet) kalendářních dnů ode dne doručení řádně vystaveného daňového dokladu (faktury) Objednateli.
7. Daňový doklad (faktura) musí obsahovat všechny náležitosti dle platných a účinných právních předpisů, zejména zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů, a dle této Smlouvy. V případě, že daňový doklad (faktura) nebude mít odpovídající náležitosti, je Objednatel oprávněn daňový doklad (fakturu) zaslat ve lhůtě splatnosti zpět Poskytovateli k doplnění či opravě, aniž se tak dostane do prodlení s úhradou oprávněně fakturované ceny za Předmět plnění; lhůta splatnosti počíná běžet znovu ode dne doručení náležitě doplněného či opraveného daňového dokladu (faktury) Objednateli.
8. Daňový doklad (faktura) se považuje za uhrazený připsáním příslušné částky na bankovní účet Poskytovatele.
9. Objednatel neposkytuje zálohy v souvislosti s touto Smlouvou.
10. Platba proběhne výhradně v české měně (CZK) a rovněž veškeré cenové údaje budou uvedeny v této měně.

IV. Povinnosti a práva Smluvních stran

1. Poskytovatel se zavazuje poskytovat Předmět plnění na vlastní nebezpečí a odpovědnost a dále v souladu s touto Smlouvou.
2. Poskytovatel se zavazuje poskytnout Předmět plnění dle této Smlouvy bez faktických a právních vad.
3. Po celou dobu poskytování Předmětu plnění na základě této Smlouvy se Poskytovatel zavazuje provádět všechny činnosti kvalitně a postupovat s odbornou péčí a s přihlédnutím k zájmům Objednatele.

4. Objednatel se zavazuje vytvořit řádné podmínky pro činnost Poskytovatele a poskytovat mu během plnění dle této Smlouvy nezbytnou součinnost, zejména umožnit Poskytovateli a jeho pracovníkům přístup do prostor Objednatele v místě plnění.
5. Objednatel je povinen poskytnout Poskytovateli úplné, pravdivé a včasné informace potřebné k řádnému plnění povinností Poskytovatele dle této Smlouvy.
6. Objednatel se zavazuje respektovat licenční podmínky výrobců - obchodní společnosti QlikTech International AB a obchodní společnosti Javlin, a.s.
7. Poskytovatel se zavazuje poskytovat Objednateli Předmět plnění v rozsahu a rámci definovaném v licenčních podmínkách výrobců takto:
 - a) Qlikview na úrovni „Basic Support Coverage“ dle licenčních podmínek (Maintenance policy – uvedených na:

<http://www.qlik.com/us/-/media/files/legal/license%20agreements/additional%20terms/qlik-maintenance-policy.pdf?la=en>)
 - b) CloverETL dle licenčních podmínek uvedených na:

<http://www.cloveretl.com/legal/support-policy>.

V.

Sankční ujednání a náhrada škody

1. V případě prokázaného porušení povinností sjednaných v článku VI. této Smlouvy Poskytovatelem je Objednatel oprávněn požadovat smluvní pokutu ve výši 100 000,- Kč (slovy: jedno sto tisíc korun českých), a to za každé jednotlivé porušení povinnosti.
2. Uplatněním smluvní pokuty není dotčeno právo Objednatele na náhradu škody způsobené porušením povinnosti Poskytovatelem, na kterou se vztahuje smluvní pokuta.
3. Smluvní pokuta je splatná do 30 (slovy: třiceti) kalendářních dnů ode dne doručení oznámení o uložení smluvní pokuty Poskytovateli. V případě prodlení s úhradou smluvní pokuty uhradí Poskytovatel Objednateli úrok z prodlení ve výši stanovené dle nařízení vlády č. 351/2013 Sb., kterým se určuje výše úroků z prodlení a nákladů spojených s uplatněním pohledávky, určuje odměna likvidátora, likvidačního správce a člena orgánu právnické osoby jmenovaného soudem a upravují některé otázky Obchodního věstníku a veřejných rejstříků právnických a fyzických osob, ve znění platném a účinném (dále jen „Nařízení“).
4. V případě prodlení s úhradou oprávněně vystaveného daňového dokladu (faktury) uhradí Objednatel Poskytovateli z nezaplacené částky úroky z prodlení určené Nařízením.
5. V případě prodlení se zaplacením peněžité částky je Objednatel povinen zaplatit Poskytovateli úrok z prodlení ve výši stanovené Nařízením.
6. Objednatel je oprávněn požadovat na Poskytovateli a Poskytovatel je povinen poskytnout Objednateli náhradu škody, kterou Poskytovatel způsobil Objednateli porušením povinností daných touto Smlouvou nebo v souvislosti s plněním této Smlouvy, včetně případu, kdy se jedná o takové porušení povinností dané touto Smlouvou, na které se vztahuje smluvní pokuta. Jakékoliv omezení výše či druhu náhrady škody není přípustné. Škoda se hradí v penězích,

případně uvedením do předešlého stavu podle volby Objednatele v každém konkrétním případě.

VI.

Ochrana informací

1. Smluvní strany se zavazují, že nezneužijí informace získané v souvislosti s plněním této Smlouvy.
2. Smluvní strany se zavazují, že přijmou taková opatření, aby nemohlo dojít k neoprávněnému nebo nahodilému přístupu k osobním/citlivým údajům nebo k důvěrným informacím, k jejich změně, zničení či ztrátě, neoprávněným přenosům, k jejich jinému neoprávněnému zpracování, jakož i k jinému zneužití.
3. Poskytovatel je povinen informovat Objednatele o přijatých opatřeních k zamezení neoprávněného nebo nahodilého přístupu k osobním/citlivým údajům, k jejich změně, zničení či ztrátě, neoprávněným přenosům nebo jejich jinému neoprávněnému zpracování. Poskytovatel je rovněž povinen informovat Objednatele, pokud k výše uvedeným skutečnostem dojde, a to bezprostředně po zjištění takové skutečnosti.
4. Smluvní strany se zavazují, že informace ani jakékoliv technické nebo jiné podklady, získané při plnění této Smlouvy, nepoužijí pro jiné než touto Smlouvou stanovené účely, ani je neposkytnou nebo k nim neumožní přístup třetím osobám bez předchozího písemného souhlasu druhé Smluvní strany. Tento závazek se vztahuje na všechny pracovníky a osoby, jež se budou podílet na plnění předmětu této Smlouvy a seznámí se s těmito informacemi nebo budou držiteli těchto podkladů. Tento závazek bude trvat i po ukončení platnosti a účinnosti této Smlouvy. Smluvní strana, která poruší tento svůj závazek, je povinna nahradit druhé Smluvní straně vzniklou škodu.
5. Písemný souhlas dle předchozího odstavce tohoto článku Smlouvy nebude žádnou Smluvní stranou bezdůvodně odpírán. Smluvní strany se dohodly na tom, že písemný souhlas není nutný k poskytnutí shora uvedených informací pro veškeré orgány pověřené k výkonu kontroly řízení, na jehož základě byla uzavřena tato Smlouva, v rámci platných a účinných právních předpisů a osoby, které při provádění kontroly jednájí jejich jménem.
6. Poskytovatel se zavazuje zachovávat mlčenlivost o veškerých skutečnostech souvisejících se způsoby zabezpečení ochrany osobních/citlivých údajů spravovaných Objednatelem v souvislosti s plněním této Smlouvy nebo v přímé souvislosti s nimi.

VII.

Oprávněné osoby

1. Každá ze Smluvních stran jmenuje oprávněné osoby. Oprávněné osoby budou zastupovat Smluvní stranu ve smluvních a obchodních záležitostech souvisejících s plněním této Smlouvy:

Ve věcech smluvních:

za Objednatele: Ing. Miroslav Bauer, MBA, ředitel odboru implementace APV

za Poskytovatele: [REDACTED] tel.: [REDACTED] e-mail: [REDACTED]

Ve věcech věcného plnění:

za Objednatele: [redacted] tel.: [redacted]
mail: [redacted]

za Poskytovatele: [redacted] tel.: [redacted] e-mail: [redacted]

2. Objednatel a Poskytovatel jsou oprávněni jednostranně měnit výše uvedené oprávněné osoby a rozsah jejich oprávnění jednat za Smluvní strany. O změně jsou povinni vždy písemně informovat druhou Smluvní stranu. Změna je vůči druhé Smluvní straně účinná od okamžiku doručení písemného oznámení o změně oprávněné osoby.

VIII.

Ukončení Smlouvy

1. Tato Smlouva může zaniknout vzájemnou dohodou Smluvních stran. Tato dohoda musí být písemná a podepsaná oprávněnými zástupci obou Smluvních stran, jinak je neplatná.
2. Objednatel je oprávněn odstoupit od této Smlouvy v souladu s ustanovením § 2001 a násl. Občanského zákoníku. Odstoupení od Smlouvy je možné mimo jiné v důsledku podstatného porušení Smlouvy Poskytovatelem. Podstatným porušením této Smlouvy se rozumí zejména porušení povinností ve smyslu ustanovení § 2002 Občanského zákoníku. Odstoupení od Smlouvy je účinné ode dne, kdy bylo písemně doručeno druhé Smluvní straně.
3. Odstoupení od této Smlouvy se nedotýká práva na zaplacení smluvní pokuty nebo úroku z prodlení, pokud již dospěl, práva na náhradu škody vzniklé z porušení smluvní povinnosti ani ujednání, které má vzhledem ke své povaze zavazovat Smluvní strany i po odstoupení od této Smlouvy, zejména ujednání o způsobu řešení sporů dle ustanovení § 2005 Občanského zákoníku.

IX.

Poddodavatelé

1. Poskytovatel nese plnou odpovědnost za plnění prováděná poddodavatelem se všemi z toho plynoucími důsledky tak, jako by plnil sám.
2. Poskytovatel smí pouze po předchozím písemném souhlasu Objednatele změnit poddodavatele nebo rozsah Předmětu plnění, který prostřednictvím poddodavatele provádí.
3. Přehled poddodavatelů spolu s uvedením rozsahu Předmětu plnění, které prostřednictvím poddodavatelů Poskytovatel provádí, je obsažen v Příloze č. 2, která tvoří nedílnou součást této Smlouvy.

X.

Závěrečná ujednání

1. Tato Smlouva nabývá platnosti a účinnosti dnem jejího podpisu oběma Smluvními stranami.
2. Smluvní strany souhlasí s tím, aby byla tato Smlouva uveřejněna na profilu zadavatele - Objednatele, jakož i na internetových stránkách Objednatele. Souhlas s uveřejněním podle předchozí věty se nevztahuje na údaje, které jsou obchodním tajemstvím ve smyslu

ustanovení § 504 Občanského zákoníku, na údaje, jejichž zveřejnění brání zákon č. 101/2000 Sb., o ochraně osobních údajů a o změně některých zákonů, ve znění pozdějších předpisů, jakož i na údaje, které jsou chráněny před uveřejněním podle jiných právních předpisů.

3. Poskytovatel souhlasí s tím, aby tato Smlouva byla uveřejněna v registru smluv v souladu se zákonem č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv), ve znění platném a účinném.
4. Poskytovatel (včetně případných poddodavatelů) souhlasí s tím, aby subjekty oprávněné dle zákona č. 320/2001 Sb., o finanční kontrole ve veřejné správě a o změně některých zákonů (zákon o finanční kontrole), ve znění pozdějších předpisů, provedly finanční kontrolu závazkového vztahu vyplývajícího z této Smlouvy s tím, že se Poskytovatel podrobí této kontrole, a bude působit jako osoba povinná ve smyslu ustanovení § 2 písm. e) výše uvedeného zákona. Poskytovatel se zavazuje zajistit tento souhlas i u všech svých poddodavatelů.
5. Všechna oznámení mezi Smluvními stranami, která se vztahují k této Smlouvě nebo která mají být učiněna na základě této Smlouvy, musí být učiněna písemně a druhé Smluvní straně doručena buď doporučeným dopisem na adresu sídla, prostřednictvím datové schránky, není-li v této Smlouvě stanoveno nebo mezi Smluvními stranami dohodnuto jinak.
6. Stane-li se některé z ustanovení této Smlouvy neplatné nebo neúčinné, nebude to mít vliv na platnost a účinnost ustanovení ostatních a na platnost a účinnost této Smlouvy jakožto celku. Neplatné nebo neúčinné ustanovení bude nahrazeno po vzájemné dohodě Smluvních stran takovým ustanovením, které bude odpovídat svým účinkem co nejbližně původnímu záměru a účelu neplatného či neúčinného ustanovení v ekonomickém i právním smyslu.
7. Práva a povinnosti výslovně v této Smlouvě neupravené se řídí platnými a účinnými právními předpisy České republiky, zejména pak příslušnými ustanoveními Občanského zákoníku a zákonem č. 121/2000 Sb., o právu autorském a o právech souvisejících s právem autorským a o změně některých zákonů, (autorský zákon), ve znění pozdějších předpisů.
8. Poskytovatel není bez písemného souhlasu Objednatele oprávněn postoupit práva ze smluvního vztahu založeného touto Smlouvou na třetí osobu.
9. Smluvní strany se dohodly na tom, že Poskytovatel není oprávněn činit jednostranná započtení svých pohledávek vzniklých na základě této Smlouvy či v souvislosti s ní vůči jakýmkoli pohledávkám Objednatele.
10. Poskytovatel výslovně uvádí, že na sebe přebírá nebezpečí změny okolností ve smyslu ustanovení § 1765 odst. 2 Občanského zákoníku.
11. Smluvní strany se dohodly, že se pro účely této Smlouvy nepoužije ustanovení § 2050 Občanského zákoníku.
12. Případné spory vyplývající z této Smlouvy se Smluvní strany zavazují nejprve vyřešit dohodou. Pokud se Smluvní strany nedohodnou, bude spor řešen před věcně a místně příslušným obecným soudem České republiky. Rozhodčí řízení je vyloučeno.
13. Tato Smlouva může být měněna pouze na základě dohody Smluvních stran, a to ve formě písemných vzestupně číslovaných dodatků podepsaných oběma Smluvními stranami. Podpisem Smluvních stran se dodatek stává nedílnou součástí této Smlouvy.

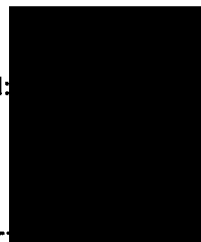
14. Tato Smlouva je vyhotovena v 5 (slovy: pěti) stejnopisech, z nichž 3 (slovy: tři) obdrží Objednatel a 2 (slovy: dva) Poskytovatel.
15. Nedílnou součástí Smlouvy tvoří tyto přílohy:
- Příloha č. 1 - Specifikace a konfigurace programového a technického vybavení
 - Příloha č. 2 – Přehled poddodavatelů
 - Příloha č. 3 – Licenční podmínky Clover ETL
 - Příloha č. 4 – Licenční podmínky QlikView
16. Strany prohlašují, že si tuto Smlouvu, včetně jejích příloh, přečetly, jejímu obsahu porozuměly a že je projevem jejich pravé a svobodné vůle prosté jakéhokoliv omylu, na důkaz čehož tuto Smlouvu vlastnoručně podepisují.

Objednatel:

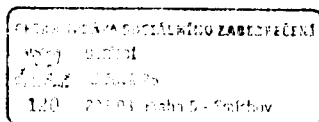


Jméno: Ing. Miroslav Bauer, MBA
Funkce: ředitel odboru implementace APV
Datum: 28-04-2017
Místo: Praha

Poskytovatel:



Jméno: Ing. Tomáš Ruttle
Funkce: jednatel
Datum: 4. dubna 2017
Místo: Praha



KOMIX s.r.o.
Drtinova 467/2a, 150 00 Praha 5
IČO: 47117087, DIČ: CZ47117087
Tel: [redacted]

Příloha č. 1 - Specifikace a konfigurace programového a technického vybavení

QlikView SBE User CAL - 13 ks zařízení

QlikView Server SBE - 1 ks zařízení

CloverETL Corporate Server - 1 ks zařízení

CloverETL Designer - 1 ks zařízení

Specifikace ceny Předmětu plnění:

| Maintenance | počet | cena za jednotku v Kč bez DPH | cena celkem v Kč bez DPH | cena celkem v Kč včetně 21 % DPH |
|---|--------------|--------------------------------------|---------------------------------|---|
| Maintenance QlikView SBE User CAL | 13 | 5.375 | 69.875 | 84.548,75 |
| Maintenance QlikView Server SBE | 1 | 33.600 | 33.600 | 40.656 |
| CELKEM QlikView | | | 103.475 | 125.204,75 |
| Maintenance CloverCARE - CloverETL Corporate Server | 1 | 16.000 | 16.000 | 19.360 |
| Maintenance CloverCARE - CloverETL Designer | 1 | 88.500 | 88.500 | 107.085 |
| CELKEM CloverETL | | | 104.500 | 126.445,00 |

Příloha č. 2 – Přehled poddodavatelů

Počet poddodavatelů Poskytovatele: 0

Příloha č. 3

CloverETL® Software Standard Support Policy

Section 1 – Overview

1.1 This Software Support Policy ("Support Policy") describes the policies and procedures under which Javlin, a.s. ("Javlin") provides support services ("Support Services") for its proprietary software product(s) ("Software") to its customers (each, a "Customer"). Support Services are provided for the Software pursuant to the separate license agreement under which Customer has purchased Support Services ("License Agreement") and are subject to the terms and conditions of that License Agreement and the terms of this Support Policy. Support Services are provided for the term specified herein, or for the period otherwise specified in the License Agreement.

1.2 Support Services are provided through Javlin's online web-based support portal located at <http://support.cloveretl.com> ("Support Portal"), and additional methods as indicated on the Support Policy. This Support Policy sets forth expectations for Support between the Customer organization and Javlin's Customer Support organization, including:

- a. Who is authorized to submit issues
- b. How to submit issues
- c. What types of issues are supported
- d. How and when Javlin resolves and closes reported issues

Section 2 – Scope

2.1 What Support Services Include. If Customer is current on its payment for its Support Services, Javlin shall provide Customer with Support Services consisting of the following:

- a. Web-based submissions of Incidents (as defined below) submitted by up to the number of designated Contacts (as defined below) as specified on the Support Policy.
- b. Major Releases, Minor Releases, and Maintenance Releases (as defined below) of the Software.
- c. Documentation and Users Guide distributed with the software and found on Javlin's website
- d. Forum where Customer, partners, and other users of Javlin's software products can share information and ideas about how to use the software product
- e. Provision of guidance and troubleshooting to Customer in connection with questions and issues arising from the following Customer activities with respect to the Software:
 - 1. Installation: Support for installation includes providing guidance and troubleshooting in connection with Customer's downloading and installing of the Software.

2. Configuration Issues: Support for configuration includes troubleshooting Customer's configuration settings for existing installations on Supported Platforms (as defined below) to ensure proper operation and connectivity.
3. Usage: Javlin's qualified personnel can provide understanding in regards to Customer's "how to" questions related to standard and intended Software usage.
4. Major Releases: means generally commercially released major new releases, modifications or enhancements to the Software as designated by a change in the number to the left of the decimal in the version number. Major Releases are normally identified by the first number prior to the first decimal point. Major Releases do not include separate or different products marketed by Javlin under a different name even if such products are compatible with the Software.
5. Minor Releases: are normally identified by the first number immediately following the first decimal point. For example, 3.2 is a Minor Release of 3.0.
6. Maintenance Releases: means generally commercially released code corrections, patches, updates and minor version releases of the Software as designated by a change in the number to the right of the second decimal in the version number. For example 3.2.2 is a Maintenance Release of 3.2.
7. Milestone Releases: means generally commercially released code as a preview of the next Major/Minor Release. Milestone Releases are normally identified by the M(x) designation. For example 3.3 M1 is the first Milestone Release of Minor Release 3.3.

2.2 Upgrades. Support Services may include new versions of the Software, when and if made commercially available by Javlin. If Javlin labels the new version of the Software as an upgrade or update to Software previously licensed to you ("Previous Version"), Customer may replace the Previous Version (including all installed copies) with the new version. Efforts to Correct the Software. Javlin shall make commercially reasonable efforts to correct bugs or other errors in the Software. Customer acknowledges that Javlin is not required to correct every or any bug, error, or problem with the Software that it reports to Javlin or of which Javlin is otherwise made aware.

2.3 Support Exclusions. The following are excluded from Javlin's Support Services obligations:

- a. Software that is used on or in conjunction with hardware or software other than as specified in the applicable documentation.
- b. Altered or modified Software, unless altered or modified by Javlin.
- c. Defects in the Software due to accident, hardware malfunction, abuse or improper use.
- d. Any version of the Software for which Support Services have been discontinued by Javlin.
- e. Free and Open Source Software distributed by Javlin or other Software provided at no charge.
- f. Any Software sold separately by Javlin, including, without limitation, consulting code, unless generally made available to Javlin's customers at no additional charge for the Software.
- g. Training, customization, integration and any issues arising from non-standard usage of the Software.

- h. Any on-site services or remote access services (unless Javlin requests remote access to assist Javlin in understanding an issue).

2.4 Additional Services. Javlin separately offers a range of fee-based professional services to address issues related to:

- a. Onsite product training
- b. Installation services
- c. Implementation and Integrations
- d. Data Architecture
- e. Performance tuning and Optimization
- f. Template or Graph design
- g. Process improvements
- h. Other issues which Javlin advises Customer fall outside the scope of Support Services

2.5 Software Versions Supported

- a. **Supported Versions:** Javlin will provide Support Services only for the version(s) of the Software specified in the Support Policy or as specified at the time of purchase. Changes to supported versions shall be announced on the website. Javlin's Support Services obligations apply to the current publicly available Major Releases of the Software and the immediately preceding Major Release of the Software, and do not cover hardware, operating systems, networks, or third-party software. Customer understands that Javlin may need additional information as to its use of the Software in order to provide Support Services, and to upgrade the Software.
- b. **Milestone Releases:** Milestones represent a preview of the next Major/Minor Release and are not intended for production usage. As such support is only offered until the next Major/Minor release of which the Milestone is a subset.
- c. **End of Life:** Javlin may cease support for a supported version of the Software twelve (12) months after release of the next Major or Minor Release of such Software. Javlin shall keep an up-to-date list of supported versions and make end of life (or end-of-support) announcements in the Support Portal.
- d. **Platforms Supported:** Javlin supports use of the Software only on the platforms specified in the documentation supplied by Javlin with the Software (the "**Supported Platforms**"). An updated list of Supported Platforms is provided on the web page: www.cloveretl.com

Section 3 – Process

3.1 Customer shall obtain Support Services by reporting individual issues to Javlin. Each individual issue reported to Javlin shall be tracked from initial report through final resolution (each such issue, an "**Incident**").

3.2 Submission

- a. **Who May Submit Incidents.** Support Services are intended to provide assistance to individuals for issues and questions beyond what is covered in documentation and

introductory material provided with the Software. Customers are expected to make every effort to ensure that the individuals that are designated as authorized contacts are qualified to support the Customer teams internally. To be qualified, these individuals should know the internal build systems, tools, policies, and practices in use by the Customer, and they should also be proficient users of the Software. Each such qualified contact is a "Contact". Customer shall be entitled to designate the number of Contacts specified in the Support Policy as authorized to submit support Incidents. Customer may designate at least one authorized Contact at time of purchase, unless otherwise specified, who will be the person registering the license. That individual may submit change requests to the list of authorized support Contacts in writing through the channel(s) specified for the plan selected.

- b. How to Submit Incidents. Incidents are to be submitted to Javlin by a Contact through the Support Portal unless otherwise specified in the specific support plan in the Support Policy. The Support Policy specifies which communication channels are available for each plan offered.
- c. How to Report an Incident. In order to expedite the resolution of Incidents, Javlin expects that Customer will make every attempt possible to:
 1. Verify that the Incident is reproducible on the Supported Platforms for the Software (as applicable).
 2. Provide information necessary to help Javlin track, prioritize, reproduce, or investigate the Incident, such as: Customer name, organization, and license number.
 3. Provide a full description of the issue and expected results.
 4. Categorize issues (general question, defect, enhancement request, etc.).
 5. List steps to reproduce the issue and relevant data.
 6. Provide any applicable log files or console output.
 7. Provide exact wording of all issue-related error messages.
 8. Describe any special circumstances surrounding the discovery of the issue, e.g., first occurrence or occurrence after a specific event, Customer's business impact of problem, and suggested priority for resolution.
 9. Identify Incident number (ie: support ticket number) in any ongoing communications with Javlin on an existing Incident.

3.3 Support Response and Incident Resolution

- a. Response. For each Incident reported by Customer in accordance with these procedures, Javlin shall:
 1. Confirm receipt of the reported Incident within the acknowledgement time specified in the Support Policy.
 2. Set a Priority Level for the Incident in accordance with the terms below. Customer designated priority taken into account, but Javlin may elect to reassign priority at any time.
 3. Respond to the Incident within the time specified in the Support Policy.
 4. Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide

additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.

5. Give Customer direction and assistance in resolving the Incident.
6. Keep a record of ongoing communications with Customer.
7. Use reasonable commercial efforts to resolve the Incident in accordance with the target response times set forth in the Support Policy.

3.4 Prioritization. Javlin will prioritize Incidents according to the following criteria:

- a. "Priority 5" Support Cases are the highest priority and receive first attention. A Priority 5 Support Case means the Software is completely inoperable and inaccessible to 100% of the Customer's users.
- b. "Priority 4" Support Cases are when the Software has severely impacted the performance of its intended use and is causing a material and adverse impact for a majority of the users; or, the Software is materially not operating within the documented functionality and it is impacting a majority of the Customer's users.
- c. "Priority 3" Support Cases are when the use of the Software has impacted the performance of some of the users, or the Software is not operating within the documented functionality and it is impacting some of the Customer's users.
- d. "Priority 2" Support Cases are standard request for assistance and may include questions of how to use the Software.
- e. "Priority 1" Support Cases are when the Software is operating within the documented guidelines and the Customer would like to record an idea for inclusion in future releases. Javlin will not provide feedback on enhancement requests, and Priority 1 Support Cases are closed once the information has been recorded.

3.5 Resolution and Closure

- a. Incidents shall be closed in the following manner: For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer of an available software fix.
- b. In the event that custom or unsupported plug-ins or modules are used, Javlin may ask, in the course of attempting to resolve the issue, that the Customer removes any unsupported plug-ins or modules. If the problem disappears upon removal of an unsupported plug-in or module, then Javlin may consider the issue to be resolved.
- c. For issues outside of scope of Support Services, Javlin may also close issues by identifying the Incident as outside the scope of the Support Services or arising from a version, platform, or usage case which is excluded from the Support Policy.
- d. Dropped Issues, Javlin will consider an open case dropped if the Contact has not responded to two (2) attempts or more made by Javlin to collect additional information required to solve the case. If Javlin has contacted the Contact twice and there has been no response, the case may be closed by the Javlin. If there is significant delay, 5 calendar days or more, in a response from the Contact Javlin may close the case.
- e. Customer acknowledges that it may be necessary to update the installed version of the software to a new version in case Javlin decides to resolve the issue in this new version.

Exhibit A - Support Policy

SUPPORTED SOFTWARE

CloverETL Designer, CloverETL Server, CloverETL Cluster

POLICY TERMS

Incident Analysis (max per month) - 2

Supported Channels - Support Portal

Supported Contacts - Licensed user of CloverETL Designer, Two designated contacts for CloverETL Server

Response Times

Acknowledgement - 1 Business Day

Response Time- 3 Business Days

Product Work - Around 2 Weeks

Product Fix - Next Release

SUPPORT TERMS

Unless otherwise agreed to in writing by the Customer and Javlin, Support Services will commence on the date of electronic delivery of the Software and will continue thereafter for an initial support term of one (1) year. Thereafter, Support Services shall be renewed upon Javlin's receipt of applicable payment from Customer. All terms and conditions hereof shall remain in effect during each one-year support term.

***** END OF DOCUMENT *****

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Maintenance Policy

This Maintenance Policy ("Policy") describes the current practices of Qlik with regard to its provision of technical support and maintenance services to entities that have entered into an Agreement (as defined below) for Qlik's Software (each such entity, a "Licensee")

1. Definitions.

"Affiliate" means any entity which controls, is controlled by, or is under common control with Licensee 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.

"Agreement" means the Master Software License and Services Agreement, Qlik[®] User License Agreement or other form of written license agreement for Software between Qlik and Licensee.

"Authorized Affiliate" means any Affiliate of Licensee that is designated by Licensee as authorized to use the Software under the terms of an Agreement.

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

"Designated Support Engineer" or **"DSE"** means a designated Qlik support resource who acts as Licensee's designated point of contact for all technical support matters.

"DSE Services" means the DSE services to be provided to Licensee pursuant to this Policy if Licensee has purchased DSE services.

"Error" means any verifiable and reproducible failure of the Software to materially conform to the Documentation.

"Initial Response Time" means the period commencing when an Error is first reported by Licensee's Technical Contact(s) in the manner required by this Policy and ending when a member of the Qlik technical support team logs the report and responds to the Technical Contact(s) by telephone, email or through the Support Portal.

"Release Management Policy" means the then-current release management policy for the applicable Software, currently set forth at www.qlik.com/license-terms, 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 via the Support Portal to Licensees that are current on Maintenance.

"Severity 1 Error" means any Error that has very serious consequences for normal business transactions and urgent, business-critical work cannot be performed.


"Severity 2 Error" means any Error that (i) materially degrades the overall performance of the Software or (ii) materially impairs substantial functions of the Software published in the Documentation, but is not a Severity 1 Error.

"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 applicable Qlik proprietary software in object code form licensed to Licensee under an Agreement.

"Software Family" means a given Qlik software product along with any accessory software that Qlik licenses to operate with such product. For example, QlikView[®] and Qlik[®] Sense are separate Software Families.

"Support Portal" means Qlik's online support website currently available at <http://www.qlik.com/support>.



“Support Services” or “Maintenance” means the technical support and maintenance services for the Software as described in this Policy. Support Services do not include services performed onsite at any Licensee facility, any professional services or any services not expressly stated in this Policy.

“Technical Contact(s)” means Licensee’s personnel that have been identified in the Agreement, including, but not limited to, in any order form submitted by Licensee pursuant thereto, as the technical contact(s) for Licensee.

“Update” means any type of error correction, including as defined in the Release Management Policy for the applicable Software which Qlik elects to make generally available to its customers who have a current Maintenance contract with Qlik at no additional charge. Updates do not include new or separate products which Qlik offers only for an additional fee to its customers generally, including, without limitation, those customers who have purchased Support Services.

2. Overview

- 2.1 Qlik will provide Licensee with Support Services for the Software in accordance with this Policy depending upon the level of **support coverage purchased by Licensee and subject to Licensee’s timely payment of the applicable Maintenance fees.**
- 2.2 The initial Support Services term shall be for one year commencing on the Delivery Date of the applicable Licensee order, unless otherwise stated in the relevant order form. Support Services shall be automatically renewed in advance for successive one (1) year terms at the then applicable Maintenance Fee, unless Licensee provides Qlik with written notice of non-renewal at least forty-five (45) days prior to the end of the current annual period. The annual Support Services term for subsequently acquired Software under a single Agreement will be prorated to expire with the then-current annual Support Services term, unless **otherwise agreed by Qlik and Licensee. For avoidance of doubt, Licensee is responsible to pay the entire first year’s Maintenance Fee for all subsequently acquired Software regardless of any prorated term.** Except as expressly set forth in an Order Form, non-renewal of Support Services shall apply to (i) all Software licensed by Licensee that is within the same Software Family and/or (ii) all Software Families purchased under the same Order Form.
- 2.3 Licensee must purchase the same level of Support Services for all Software licensed within the same Software Family. Licensee may elect to upgrade the level of Support Services at any time but such upgrade must apply to all Software licensed within the same Software Family.
- 2.4 Reinstatement of lapsed Maintenance will be subject to payment by Licensee 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) Licensee pays Qlik a Maintenance reinstatement fee equal to twenty-five percent (25%) of the total maintenance fees paid or payable to Qlik for all affected Qlik Products licensed by Licensee. **Reinstatement beyond this date will be at Qlik’s sole discretion.**
- 2.5 Unless otherwise expressly set forth herein, all references in this Policy to response times or communications from Qlik shall **only apply during Qlik’s Standard Business Hours, regardless of when a support matter is reported to Qlik.** Qlik’s “Standard Business Hours” mean from 08:00 to 17:00, Monday to Friday (excluding national and bank holidays) for the Support Centre in the specific geographic region to which the applicable licenses are assigned in Qlik’s records. By way of non-limiting example, Standard Business Hours for licenses assigned to New York in Qlik’s records would be 08:00 to 17:00 Eastern Time, Monday to Friday (excluding U.S. federal and bank holidays). Times expressed as a number of “business days” include standard business hours. When used in this Policy, “Enterprise Business Hours” means from 08:00 to 17:00 for the Support Centre in the specific geographic region to which the applicable licenses are assigned in Qlik’s records.
- 2.6 Any Support Services provided by Qlik hereunder via telephone will be provided in the English language or, as applicable, such other languages that may be specified on the Support Portal, which list may change from time to time. The availability of support provided in any language other than English is provided **at Qlik’s sole discretion** and is not guaranteed by Qlik, and will depend on the location of Qlik’s technical support personnel providing such support, including whether or not Licensee is entitled to contact that particular support line based on the type of Support Services purchased and Licensee’s geographic location.

3. Support Levels

- 3.1 Basic Support Coverage.
 - 3.1.1 **Scope of Coverage.** Licensees who have purchased “Basic Support Coverage” from Qlik receive access to Qlik’s technical support services for problem determination, verification and resolution (or instruction as to work-around, as applicable), via the Support Portal or a dedicated telephone number provided to Licensee by Qlik. Such technical support is provided during **Qlik’s standard business hours. Licensee will also be entitled to receive Updates as well as access to the Support Portal and the Self-Service Tools as part of Basic Support Coverage.**

3.1.2 Response Times: Qlik will use commercially reasonable efforts to respond (a) within the Initial Response Times set forth in the table below to Severity 1 Errors reported by a Technical Contact to Qlik via telephone or (b) within the Initial Response Times set forth in the table below for Severity 2 and Severity 3 Errors that are reported by a Technical Contact to Qlik via telephone or the Support Portal. **Qlik will respond to Licensee's Technical Contact** by email or telephone or through the Support Portal. Qlik shall use commercially reasonable efforts, consistent with industry practice, to investigate such reports to determine whether there is an Error present. 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 Licensee with an Update. Qlik will communicate with Licensee at least once each business day (with respect to any Severity 1 Errors) or otherwise as reasonably necessary based on the nature and type of Error (with respect to Severity 2 Errors and Severity 3 Errors) until the applicable Error is resolved (in accordance with Section 4.1 below) or work-around is provided. **All responses and communications from Qlik to Licensee in connection with Qlik's provision of Basic Support Coverage will be provided during Qlik's standard business hours*.**

Basic Support Coverage

| Severity Level | Initial Response Time |
|------------------|-----------------------|
| Severity 1 Error | 2 business hours |
| Severity 2 Error | 4 business hours |
| Severity 3 Error | 1 business day |

3.2 Enterprise Support Coverage

3.2.1 Scope of Coverage. Licensees who have purchased "Enterprise Support Coverage" receive, in addition to the elements of Basic Support Coverage described above, unlimited telephone support for Error determination, verification and resolution (or instruction as to work-around, as applicable) twenty-four (24) hours a day, seven (7) days a week, 365 days a year for Severity 1 Errors and 365 days a year during the applicable Enterprise Business Hours for Severity 2 and Severity 3 Errors.

3.2.2 Response Times: Qlik will use commercially reasonable efforts to respond (a) within the Initial Response Times set forth in the table below to Severity 1 Errors reported by a Technical Contact to Qlik via telephone or (b) within the Initial Response Times set forth in the table below for Severity 2 and Severity 3 Errors that are reported by a Technical Contact to Qlik via telephone or the Support Portal. **Qlik will respond to Licensee's Technical Contact by telephone or via the Support Portal.** Qlik shall use commercially reasonable efforts, consistent with industry practice, to investigate such reports to determine whether there is an Error present. 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 Licensee with an Update. Qlik will communicate with Licensee at least with the frequency set forth in the table below until the Error is resolved (in accordance with Section 4.1 below) or work-around is provided.

Enterprise Support Coverage*

| Severity Level | Initial Response Time | Communication Frequency |
|------------------|-----------------------|-------------------------|
| Severity 1 Error | 30 minutes, 24x7 | Every 4 hours, 24x7 |
| Severity 2 Error | 1 hour, 8x7 | Every day |
| Severity 3 Error | 4 hours, 8x7 | Every 2 days |

*All severity levels will be initially logged and acknowledged by Qlik during Qlik business hours in the region where the Error is reported. For Severity 1 Errors, provided that Licensee provides Technical Contacts in other regions that are available to help troubleshoot issues, all Errors will be addressed and handed over between regions for as long as the Licensee provides the available Technical Contacts in such region(s).

3.2.3 Support Case Handling: Errors reported by Enterprise Support Licensees shall be given priority case handling in a designated priority support queue. Further, Qlik will assist Enterprise Support Licensees in issue analysis to determine

whether or not the technical issue is related to the third-party hardware or software. In order to isolate the issue, Qlik reserves the right to request that the third-party hardware or software be removed. Qlik may reach out to third-party vendors based on established Technical Support Alliance Network (TSANet) to troubleshoot the issue. TSANet is a vendor-neutral global support alliance where companies work together to support mutual customers more effectively. Qlik will only engage TSANet for Licensees who are using supported configurations.

3.2.4 Update Information: Enterprise Support Licensees may contact Qlik Enterprise Support for information regarding Updates performed by Licensee, such as installation instructions, release documentation, and general guidance for multiple environments.

3.2.5 Qlik Proactive Service

i. Qlik Real Time Proactive Service (RTPS): The RTPS is an optional service which provides Qlik with real-time information. Licensee authorizes the use of the RTPS on Licensee's production server on which the Software resides in order to: (i) monitor and periodically transmit to Qlik the server's Software utilization statistics and machine logs (**collectively, "Logs"**); (ii) **analyze** the Logs to determine anomalies and trends in the performance of the server; and (iii) to provide feedback from Qlik on the performance of the server. RTPS does not monitor track or view any data that is contained in any Qlik Software applications hosted on the server. Qlik may use the Logs to provide Support Services, analysis and recommendations, and for commercial and marketing purposes, including to develop product enhancements and best practices, recommend ways to optimize the use of Software, provide troubleshooting assistance and suggest products and product configurations to Licensees. Notwithstanding the foregoing, in no event will Qlik disclose or make available any Logs in a manner that reasonably could permit the recipient of such information to determine that such Logs pertained to any particular person or entity.

ii. Qlik Offline Proactive Service (OPS): The OPS provides Qlik with historical information. If Licensees elect not to participate in RTPS, Licensees may, at their option, **transmit machine logs from Licensee's production servers and operating system to Qlik via Licensee's preferred method (online service, Qlik FTP, or physical media)**. Qlik may use the data contained in such logs to provide Support Services, analysis and recommendations, and for commercial and marketing purposes, including to develop product enhancements and best practices, recommend ways to optimize the use of Software, provide troubleshooting assistance and suggest products and product configurations to Licensees. Notwithstanding the foregoing, in no event will Qlik disclose or make available any Logs in a manner that reasonably could permit the recipient of such information to determine that such Logs pertained to any particular person or entity.

iii. Health Check Reports: RTPS and OPS are available only to Enterprise Support Licensees deploying a RTPS/OPS enabled Version of the Software in a production environment. RTPS and OPS are not available for test or development servers. All Enterprise Support Licensees that have elected either RTPS or OPS may receive Health Check Reports using the data received as part of Qlik Real Time Proactive Service or Qlik Offline Proactive Service. The Health Check Reports consist of usage information over a defined period and suggested areas for **change or improvement, which are the results of Qlik's analysis of Licensee's machine logs regarding the Qlik Software deployment and operating system**.

4. Error Resolution and Escalation.

4.1 An Error is considered to be resolved upon the earlier to occur of the following: (i) Qlik and Licensee mutually agree in writing (including via email) that the issue or problem is resolved; (ii) Qlik has provided Licensee with an Update; (iii) Qlik is able to provide a reasonable and mutually acceptable technical work-around solution; (iv) **any of Licensee's Technical Contacts requests that Qlik close the support case**; or (v) the support case has been left open for ten (10) consecutive business days, during which period Qlik has not received a response from any of Licensee's Technical Contacts.

4.2 Exclusions: Notwithstanding anything in this Policy to the contrary, Qlik will have no obligation to provide any Support Services in connection with: (i) any issue or problem that Qlik determines is not due to any Error or deficiency in the Software (e.g., without limitation, issues or problems caused by stand-alone third party software products used in conjunction with the Software); (ii) any Errors or problems with the Software that are not reproducible in stand-alone form on non-virtualized hardware; (iii) any Error or problem that is reported by Licensee via any Qlik support telephone number or email address associated with any geographic territory other than the one to which Licensee has been assigned on the Support Portal; or (iv) 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 authorized representatives; (d) use of the Software other than in accordance with the Documentation and the Agreement; (e) use of other than a Supported Version of the Software as defined in the applicable Release Management Policy; or (f) Software provided on an evaluation basis or for which Licensee has not paid any maintenance fees. If Qlik does correct any of the Errors described in subsections (a)-(f) above, or otherwise provides support for Software that is not covered by the terms and conditions contained in this Policy, such Error resolution or Software support will be provided only following Licensee's written request and approval of all charges, and Licensee will be invoiced for such support at Qlik's then-current "time and materials" rates for such services. Without limiting any of the foregoing, Qlik has no obligation to provide support for any third party software, data, or other materials distributed or bundled with the Software. Licensee may elect to purchase Extended Maintenance services on certain non-Supported Versions of the Software by entering into an agreement with Qlik.

4.3 If any Licensee (i) believes that Qlik has failed to meet any of the response and/or communication frequency time frames with respect to any Errors reported to it in accordance with Sections 3.1.2 or 3.2.2, as applicable; or (ii) feels that the quality of the Support Services provided to Licensee by Qlik is not satisfactory, then Qlik encourages such Licensee to escalate the problem to the appropriate level of Qlik management as follows:

| Hierarchical Escalation Levels | Notification to Regional Support Manager | Notification to Global Support Director | Notification to Vice President – Global Support | Notification to Global Sales Senior Vice-President |
|--------------------------------|---|---|--|--|
| Actions | <ul style="list-style-type: none"> • Corrective Measures • Resource Allocation • Monitoring of Progress • Review of Licensee Satisfaction | <ul style="list-style-type: none"> • Corrective Measures • Resource Allocation • Monitoring of Progress • Review of Licensee Satisfaction | <ul style="list-style-type: none"> • Corrective Measures • Monitoring of Progress • Review of Licensee Satisfaction | <ul style="list-style-type: none"> • Corrective Measures • Monitoring of Progress • Review of Licensee Satisfaction |
| Time Frame | Twelve (12) hours | Forty-eight (48) hours | Seventy-two (72) hours | Five (5) business days |

Qlik recommends that Licensee-initiated escalation begin at the regional support manager level and proceed upward, using the escalation guidelines shown above for reference, if the actions described in the foregoing chart are not taken to Licensee's reasonable satisfaction within the applicable timeframes.

5. Designated Support Engineer

5.1 Subject to Licensee's timely payment of the applicable DSE fees, and provided that Licensee has purchased Enterprise Support and is current on all Maintenance Fees, then Qlik shall provide the following DSE Services for up to four (4) Licensee Technical Contacts:

- Direct access to a Designated Support Engineer with knowledge of Licensee's environment
- Service Implementation Plan
- Fast-track into R&D for critical bugs
- Weekly Progress Call
- Quarterly on-site visits and service reviews
- Access to beta releases

5.2 DSE Services are supplemental to Support Services, and are not available as a standalone service. The term of the DSE Services shall be for a period of twelve (12) months, commencing on the date that the DSE is assigned to Licensee ("DSE Services Commencement Date"), provided, however, that the DSE Services shall automatically terminate in the event that Support Services are not renewed by Licensee or are otherwise terminated. Provided that Licensee is enrolled in Enterprise Support at the time, Licensee may renew DSE Services upon payment of the applicable DSE fees. For avoidance of doubt, DSE Services are not available for Licensees that are not current on Enterprise Support (including all Basic Support Licensees).

6. Updates

In addition to its obligations under Sections 2 and 3 of this Policy, Qlik will make Updates available to all Licensees with a current Support Services contract, when and if Qlik elects to make them generally commercially available. All Updates provided to any Licensee under this Policy **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, Licensee shall be responsible for installation of all Updates.

7. Licensee's Obligations

- 7.1 The Licensee shall: (i) not request, permit or authorize anyone other than Qlik to provide any form of support services in respect of the Software; (ii) cooperate fully with Qlik's personnel in the diagnosis or investigation of any Error or other issue or problem with the Software; (iii) only report Errors to Qlik via the dedicated Qlik support telephone number or email address associated with Licensee's designated geographic territory as set forth on the Support Portal; (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; and (vi) maintain an email address for electronic mail communications with Qlik.
- 7.2 Licensee's contact with Qlik in connection with Licensee's requests for support and reports of Errors shall be solely through the Technical Contact(s). The Technical Contact(s) shall: (i) serve as the internal contact(s) for Licensee's and its Authorized Affiliates' personnel who are authorized to use the Software per the terms of the Agreement; (ii) be responsible for initiating all requests by and maintaining all records of, the Licensee and its Affiliates relating to Support Services; (iii) serve as the contact(s) with Qlik on all matters relating to Support Services; and (iv) be responsible for providing information and support, as requested by Qlik, to assist in the reproduction, diagnosis, analysis, and resolution of Errors. The maximum number of Technical Contacts for each Licensee is three (3) for Basic Support Coverage, six (6) for Enterprise Support Coverage, and four (4) for DSE Service, regardless of the number or types of licenses purchased for the Software. Licensee 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, Licensee may change its Technical Contact(s) by notifying Qlik in writing.
- 7.3 Upon reasonable request by Qlik, Licensee shall provide Qlik 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 Licensee, and the effect of the disruptions on Licensee's operations.
- 7.4 If Licensee desires Qlik to provide support via remote access, Licensee shall ensure that a functioning system enabling Qlik to have remote access to Licensee's technical equipment is installed (subject to Licensee's reasonable security measures and policies) and that satisfactory communication between the parties' computer systems is possible. Licensee agrees to be solely responsible for protecting and backing up its equipment, software and data prior to any such access. Qlik accepts no liability in connection with remote access support.
- 7.5 Licensee will be responsible for primary support of its Authorized Affiliates in connection with their use of the Software in accordance with the terms of the Agreement. Licensee is solely responsible for: (i) distributing all Updates to its Authorized Affiliates; (ii) passing on to its Authorized Affiliates all support materials as appropriate; and (iii) providing software support, including operational instruction, problem reporting and technical advice to its Authorized Affiliates, in each case of (i), (ii) and (iii) above, as necessary to enable the Authorized Affiliate to continue to use the Software as authorized under the Agreement. Licensee will not refer any third party, including without limitation, any of its contractors, authorized end users or any Authorized Affiliate to Qlik for support of Software.
- 7.6 Qlik supports designated operating systems, not specific hardware configurations. If Licensee is running the Software on a virtual environment, Licensee 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 Licensees 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.
- 7.7 For certain services provided under this Policy, the transmission of machine logs may be required. For avoidance of doubt, Licensee shall not include any business sensitive and/or personal information via such transmissions. Accordingly, Qlik shall not be deemed a Data Processor under EU Data Protection Directive 95/46/EC (as amended) (the "Directive"). However, should Licensee send to Qlik any log files or other information containing personal data, 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 Qlik's privacy policies from time to time in effect. Licensee shall take reasonable measures to limit the amount and sensitivity of such data provided to Qlik (by anonymization, for example). Qlik's privacy policies are available to view online at www.qlik.com under "Cookie and Privacy Policy."



8. Changes to Policy

Subject to the Agreement, Qlik reserves the right, at its discretion, to change the Policy at any time based on prevailing market practices and the evolution of Qlik's software products.

9. Disclaimer

THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE SOFTWARE AND MATERIALS AND SERVICES RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICABLE AGREEMENT. THIS POLICY DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.

TO THE EXTENT THERE IS A CONFLICT BETWEEN A TRANSLATED VERSION OF THIS POLICY AND THIS ENGLISH VERSION, THE ENGLISH LANGUAGE VERSION WILL PREVAIL.

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