



Qlik OEM Terms

These **Qlik OEM Terms** constitute Supplemental Terms under the Terms of Service (ToS) and apply solely to the extent Customer subscribes to mpmX with Qlik Component in an applicable Order Form.

1. Scope, Parts and Subject Matter

- 1.1 These Qlik OEM Terms apply when Customer has subscribed to mpmX with Qlik Component as a Service in the applicable Order Form.
- 1.1 The subject of these Qlik OEM Terms is the granting of rights of use to mpmX with Qlik Component. The Qlik Component is additionally subject to any applicable and mandatory licensing terms of Qlik and its licensors as referenced herein. In case of conflict, such mandatory third-party licensing terms prevail solely with respect to the Qlik Component.
- 1.2 mpmX and its documentation are protected by applicable intellectual property laws, including copyright, database rights, and trade secret protections and all rights therein remain with MPMX.
- 1.3 No rights to source code are granted. Reverse engineering, decompilation, or disassembly is prohibited to the extent permitted by applicable law.
- 1.4 The Qlik Component may only be provided as part of the integrated mpmX solution as stated in the Clause on Special Provisions regarding Qlik Component and may not be offered, marketed, licensed or sold separately.

2. Properties of mpmX

The properties of the product provided by MPMX are conclusively determined by the service description valid at the time when Customer has subscribed to mpmX with Qlik Component as a Service in the applicable Order Form. Public statements, advertising, or marketing materials do not constitute binding specifications unless expressly confirmed in writing by MPMX. The service description consists of the product description and application documentation. Customer cannot derive any further obligation in this respect, in particular from other representations of mpmX in public statements or in advertisements made by MPMX or its employees or sales partners. Any exception only applies if MPMX has expressly confirmed to such exception.

3. Provision of mpmX with Qlik Component

- 3.1 Depending on the usage model specified in the applicable Order Form, mpmX with Qlik Component is provided either:
 - (a) as a SaaS solution, in which case MPMX operates and secures the hosting environment where hosting is provided by MPMX; or
 - (b) as Customer-managed software for download, in which case Customer is solely responsible for hosting, infrastructure, system configuration, security controls, backups, and availability of the environment in which mpmX with Qlik Component is installed or operated.
- 3.2 This provision is limited in time for the agreed Services in the applicable Order Form. If mpmX with Qlik Component is installed on Customer's own server, Customer deletes mpmX from the server at the end of the Services Term. The same applies accordingly if mpmX with Qlik Component is used in a cloud environment managed by Customer or in a cloud environment of a Third Party commissioned by Customer.

4. Special Right of Termination

- 4.1 Good cause for termination exists in particular if Qlik discontinues the distribution, availability, or licensing of the Qlik Component. MPMX informs Customer of the discontinuation immediately after MPMX has been notified of this circumstance by Qlik. MPMX will use commercially reasonable efforts to provide a replacement solution or workaround where feasible.
- 4.2 In the event that MPMX's right to distribute or provide the Qlik Component terminates, Customer's right to use the Qlik Component, any replacement solution, or any workaround continues only until such termination for good cause becomes effective or, if later, for the remaining agreed Services Term, and is not subject to any renewal or extension.

5. Special Provisions regarding Qlik Component

- 5.1 Customer acknowledges that mpmX contains or incorporates proprietary software of QlikTech GmbH and its Affiliated Companies in the form of the Qlik Component.
- 5.2 MPMX ensures that the agreement with Customer contains terms no less protective of QlikTech GmbH and its licensors than those set out in the OEM agreement between MPMX and QlikTech GmbH, including in particular that (i) Customer has no independent license to the Qlik Component; (ii) the Qlik Component may only be used as integrated within mpmX; (iii) any standalone, external, or third-party use is prohibited; (iv) no sublicensing, resale, assignment, or transfer of the Qlik

Component is permitted; and (v) QlikTech GmbH and its Affiliated Companies have no liability or responsibility towards Customer.

- 5.3 MPMX grants Customer a non-exclusive, non-transferable, non-assignable, limited right during the Services Term to use the Qlik Component solely as integrated within mpmX and solely for Customer's internal business purposes.
- 5.4 In this course, Customer may use the Qlik Component only in connection with the data structures and functionalities made available within mpmX and may not use it as a general-purpose analytics or business intelligence tool. Any independent use, separation, extraction, transfer, sublicensing, or other exploitation of the Qlik Component outside mpmX is prohibited.
- 5.5 Customer ensures that any Users accessing the Qlik Component comply with these licensing Terms.
- 5.6 Customer further undertakes to comply with all applicable laws and regulations when using the Qlik Component, including those relating to data protection, export control, and intellectual property protection. Customer does not use, export, or re-export the Qlik Component in violation of any applicable export control or sanctions laws, including those of the European Union and the United States.
- 5.7 Customer bears full responsibility for all data introduced into the Qlik Component and is responsible for ensuring adequate backup and protection of such data.
- 5.8 QlikTech GmbH and its Affiliated Companies are not contractual partners of Customer. QlikTech GmbH and its Affiliated Companies have no liability or responsibility directly towards the Customer.
- 5.9 MPMX remains solely responsible for providing the Services including the Qlik Component.
- 5.10 Any claims relating to the Qlik Component may be asserted only against MPMX directly.
- 5.11 Customer shall not reverse engineer, decompile, disassemble, modify, translate, attempt to discover the source code of, or create derivative works from the Qlik Component, except as expressly permitted by applicable mandatory law.
- 5.12 MPMX may verify Customer's compliance with agreed license restrictions upon reasonable prior notice and during normal business hours, primarily by requesting relevant usage information and system logs. Customer reasonably cooperates with such audits. MPMX may share relevant audit information with QlikTech GmbH to the extent required under MPMX's OEM obligations. On-site audits are only conducted where remote verification is reasonably insufficient and only upon reasonable notice, subject to confidentiality obligations and with minimal disruption to Customer's operations.
- 5.13 MPMX does not warrant and is not liable for the Qlik Component except to the extent liability cannot be excluded under mandatory law.
- 5.14 The Qlik Component is provided "as is" to the extent permitted by applicable third-party licensing arrangements.
- 5.15 For the avoidance of doubt, these Qlik OEM Terms exclusively bind and entitle the Parties unless expressly agreed otherwise. In particular, Customer may not derive any claims against QlikTech GmbH or its Affiliated Companies from the Qlik OEM Terms.

These Qlik OEM Terms are effective as of the date of publication. Last updated: 01 May 2026.