

### Third Party Licensing Agreements & Terms and Conditions

Certain features of the Professional Services utilize the services of third-party vendors and business partners, which services may include software, information, data or other services. Certain of these vendors and business partners require Users who utilize such features to agree to additional terms and conditions. This page identifies third-party terms and conditions that apply to the features set forth below, and your use of such features constitute your agreement to be bound by these additional terms and conditions.

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#### **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO CGM SAM**

##### **Material Terms of User Agreement:**

1. User acknowledges that the CGM Software (“OEM Product”) contains or incorporates proprietary software owned by QlikTech and its affiliates (“QlikView Products”). User is expressly prohibited from using the QlikView Products in any way other than integrated with the data structures of the OEM Product. User has no license or any other right to the QlikView Products, and may under no circumstances whatsoever use the QlikView Products independently or separated from the OEM Product. QlikTech and its affiliates are third party beneficiaries of this User Agreement (“UA”) and may enforce the applicable terms and conditions of this UA.
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4. User agrees to (i) comply with all applicable local, state, national and foreign laws and regulations in connection with User’s use of the QlikView Products, including those related to data privacy, copyright, export control and the transmission of technical or personal data; and (ii) use reasonable security precautions for providing access to the QlikView Products by its employees or other individuals to whom User provides access and to prevent unauthorized access to use of the QlikView Products. User is fully responsible for all data it introduces into the QlikView Products, including but not limited to adequate protection and backup, and none of Partner, QlikTech or their respective affiliates shall have any obligation or liability with respect thereto.
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6. This UA, and User’s rights to access/use the QlikView Products, shall be terminated upon User’s breach of any of the terms of this UA if such breach is not cured within ten (10) days after receipt of written notice thereof.

##### **Additional Material Terms for SaaS:**

1. The QlikView Products may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Either CGM, nor QlikTech or their respective affiliates will be responsible for any delays, data loss, delivery failures, or other damage resulting from such problems. Partner and its licensors (including QlikTech) do not represent or warrant that the use of the QlikView Products will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.

**Additional Material Terms for On-Premises:**

1. CGM grants the User a non-exclusive, non-transferable, revocable and non-assignable license to use each QlikView Product only in accordance with the terms of this UA.
2. The User shall ensure that (i) any copy of the QlikView Product is produced only in accordance with the terms of the UA and for the User's own benefit, (ii) any such copy is clearly marked subject to copyright and confidentiality restrictions, and (iii) a written list is maintained of the number of copies and place of storage. The User shall discontinue use and destroy or return all copies of the QlikView Products upon termination of the UA. Further, CGM shall reserve the right to conduct audits at the User's premises to ascertain whether the User's use of the QlikView Products complies with the provisions of the UA. If User engages a Third Party Hosting Provider to host the OEM Product on User's behalf, User shall be responsible for such Third Party Hosting Provider's compliance with these terms. Further, such Third Party Hosting Provider shall be restricted to hosting the OEM Product only on User's behalf and may not use the OEM Product for any other purpose.