

Qlik Additional Terms

The terms set out below (the “Qlik Additional Terms”) govern Customer’s (and its users’) access to and use of the Qlik products, components and services that are incorporated into, embedded in, or otherwise made available through the EazyStock SaaS Solution (“Qlik Services”).

1. Qlik Additional Terms are incorporated into and form part of the Agreement between Customer and Synchron governing Customer’s use of EazyStock SaaS Solution (the “Agreement”). In the event of any discrepancy between this Agreement and these Qlik Additional Terms, these Qlik Additional Terms shall prevail solely with respect to the Qlik Services. By clicking “I Accept” (or otherwise accessing or using the Qlik Services) Customer agrees to be bound by these Qlik Additional Terms as part of the Agreement.

2. Customer is granted a non-exclusive, non-transferable and limited right to access and use the Qlik Services. Customer and its users must use Qlik Services only in accordance with the Qlik Acceptable Use Policy available at: <https://www.qlik.com/us/legal/product-terms>, as updated from time to time.

3. To the extent permitted under applicable law, the parties agree that Qlik shall have no direct liability or responsibility to the Customer in connection with Qlik Services. Synchron shall remain the Customer’s sole contractual counterparty with regards to Qlik Services.

4. Customer shall not use any Qlik Services in any manner other than as integrated with, and solely in connection with the Eazystock SaaS Solution. Customer shall not use any Qlik data structures other than those included in the Eazystock SaaS Solution. Customer acknowledges and agrees that Customer has no independent license to Qlik Services, and no right to use Qlik Services independently of the Eazystock SaaS Solution. Customer may not sell, rent, sublicense, publish, display, loan, distribute, lease, or otherwise transfer or make available Qlik Services (or any portion thereof) to any third party except as expressly permitted by the Agreement. Customer must not upload, store, maintain, process, or otherwise include in Qlik Services any Protected Health Information as defined under the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA).

5. Qlik Services may not be used to transmit or host data controlled under applicable export control laws and regulations and may not be used to store, maintain, or process payment card information or related financial information subject to the Payment Card Industry Data Security Standards.