Annex B – (Qlik Third-Party Software Terms)

These flow down terms (the Qlik Cloud Acceptable Use Policy ("AUP")) apply specifically to the Qlik Cloud software licensed by QlikTech International A.B. ("Qlik" or "Third-Party") and incorporated into the Coupa Supply Chain Design and Planning products provided pursuant to an Order Form and supersede the corresponding terms in the Agreement between Coupa and Customer with respect only to Qlik and the embedded Qlik Cloud software ("Third-Party Software"). As between the parties, these flow down terms do not modify the rights and obligations between Coupa and Customer.

1. Security

a. Customer agrees to maintain appropriate security, protection and backup copies of any content that is included, transmitted, stored, published, displayed, distributed, integrated, or linked by Customer in the Third-Party Software (collectively, "Content"). Qlik will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or backup any Content.

b. Customer may not use the Third-Party Software to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

(i) Unauthorized Access. Bypassing, circumventing, or attempting to bypass or circumvent any measures Qlik may use to prevent or restrict access to the Third-Party Software (or other accounts, computer systems or networks connected to the Third-Party Software), including any attempt to probe, scan, or test the vulnerability of the Third-Party Software or to breach any security or authentication measures used by the Third-Party Software.

(ii) Reverse Engineering. Deciphering, decompiling, disassembling, reverse engineering or otherwise attempting to derive any source code or underlying ideas or algorithms of any part of the Third-Party Software, except to the limited extent applicable laws specifically prohibit such restriction.

(iii) Falsification of Origin or Identity. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route, or attempting to impersonate any of Qlik's employees or representatives.

(iv) Using manual or automated software, robotic process automation, devices, or other processes to harvest or scrape any content from the Third-Party Software.

(v) Denial of Service (DoS)/Intentional Interference. Flooding a System with communications requests so the System either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective, or interfering with the proper functioning of any System, including by deliberate attempts to overload the System.

2. No Illegal, Harmful, or Offensive Use or Content

Customer may not use, or encourage, promote, facilitate or instruct others to use, the Third-Party Software for any illegal (under applicable law), fraudulent, infringing or offensive use, or to transmit, store, display, distribute, post or otherwise make available content that is illegal (under applicable law), harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

a. Illegal, Harmful or Fraudulent Activities. Any activities that are illegal, that violate the rights of others, that may be harmful to others, or that may be harmful to Qlik's operations or reputation.

b. Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others or that violates any law or contractual duty.

c. Offensive Content. Content that is illegal, harassing, libelous, fraudulent, defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable.

d. Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept or disrupt the Third-Party Software, including viruses, Trojan horses, spyware, worms, time bombs, or cancelbots.

e. Unsolicited Content. Content that constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming") or contains software viruses or any other computer codes, files or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of Qlik's or any third party.

f. Competitive Content. Attempting to collect and/or publish performance data for the purposes of benchmarking, or developing a product that is competitive with any Qlik product or services.

3. Qlik's Monitoring and Enforcement

a. Qlik reserves the right, but does not assume the obligation, to monitor for, and investigate, any violation of this AUP or other misuse of the Third-Party Software. Failure to comply with this AUP constitutes a material breach of the terms and conditions upon which Customer is permitted to use the Third-Party Software, and at any time may result in Qlik taking any and all remedial actions in its sole discretion, up to and including:

(i) Warnings;

(ii) Suspending or terminating access to the Third-Party Software;

(iii) Removing, disabling or prohibiting access to content that violates this AUP and/or Customer's applicable agreement with Coupa and/or Qlik; and/or

(iv) Legal proceedings against Customer.

b. Qlik may report any activity that Qlik suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Qlik's reporting may include disclosing appropriate customer information. Qlik also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

c. Qlik takes no responsibility for any material created or accessible on or through the Third-Party Software and will not exercise any editorial control over such material. Qlik is not obligated to monitor such material, but reserves the right to do so, as well as remove any content that Qlik, in its sole discretion, determines to be in violation of this AUP.

4. Reporting of Violations of this Policy

If Customer becomes aware of any violation of this AUP, Customer will immediately notify Qlik and provide Qlik with assistance, as requested, to stop or remedy the violation. Violation of this AUP may be reported to security@qlik.com.

5. Subdomains

If Customer is permitted to choose a Qlik subdomain name for use with Qlik Cloud, such subdomain name may not infringe or violate third-party intellectual property rights or include offensive, obscene, vulgar or other objectionable or unlawful language, and be unique enough to prevent confusion with other entities, brands or trademarks. Qlik reserves the right (but shall have not obligation to) to monitor, reject, revoke or cancel any Qlik subdomain name that is not in compliance with this AUP or any applicable laws.