Raptor MCP License Purchase Agreement - Annual Renewable and NPV Contract Models

DEV DRAFT - CURRENT DEV VERSION - NOT APPROVED FOR PRODUCTION

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1. Parties

This Raptor MCP Subscriber and License Purchase Agreement (“Agreement”) is entered into between: Modernising Management (Pty) Ltd T/A Modern Management (MM), registration number 2005/015437/07, with its principal place of business at 44 Juno Street, Kensington, 2094, South Africa (“Modern Management”, “we”, “us”, “our”); and the customer, subscriber, organisation, partner, user, or purchasing entity that registers for, purchases, downloads, activates, accesses, or uses Raptor MCP Gateway License (“Subscriber”, “Customer”, “Partner” “you”, “your”).

2. Product

Raptor MCP is an automation, augmentation, governance and productivity service for Qlik development, administration, advisory, analytics, application-modernization and related operational workflows.

Raptor MCP may assist users with activities including Qlik scripting, code generation, data-model review, application creation, application optimization, analytical content generation, governance checks, workflow support, recommendations, documentation and related advisory outputs.

Any utilization, by any means and user type, of a RaptorMCP assigned license or agreement type, are considered subscribers. Review and Download Subscriber Terms.

Raptor MCP is not a Qlik produced product and is not owned, operated, endorsed or warranted by Qlik unless expressly confirmed in a written agreement signed by Modern Management and the relevant Qlik entity. Qlik names, marks and platform references are used only to identify compatibility, integration context and supported customer environments. Qlik® and Qlik Sense® are trademarks of QlikTech International AB or its affiliates. MM is an independent provider, and this service is not owned, operated, endorsed, or sponsored by Qlik.

3. Acceptance and execution

The following are, but not an extensive list, of license types:

Model Context Protocol (MCP) and/or most current technology

Gateway

Not for Resale (NFR)

Skills

An authorised representative of the Subscriber may accept this Agreement by either: (a) affirmatively accepting the identified Agreement version through Modern Management's online acceptance process, which records the accepting person, represented legal entity, Agreement version and acceptance date; or (b) signing this Agreement manually or electronically, with Modern Management also signing it. Either method satisfies acceptance of this Agreement; both methods are not required. Registration, payment, download, installation, access or use alone does not constitute acceptance of a new or amended Agreement version. The accepting representative warrants that they have authority to bind the Subscriber. The Effective Date is the recorded affirmative acceptance date under paragraph (a), or the date of the last Party's signature under paragraph (b), unless the Parties expressly agree another Effective Date in a signed order or addendum. An agreed Effective Date does not change the actual acceptance or signature dates. Acceptance does not itself issue or activate a license. Payment, acceptance of separately applicable Subscriber Terms, the applicable order and the license issuance and activation requirements in Clauses 4 and 6 remain applicable.

4. License Grant

Subject to payment, acceptance of this Agreement, continued compliance and successful license activation, Modern Management grants the Subscriber a limited, conditional, non-exclusive, non-transferable and non-sublicensable right to access and use Raptor MCP for the applicable subscription term, package, seats, modules and authorised users. The license may be suspended, restricted or terminated only in accordance with Clause 17.

The license is granted only for the Subscriber's own authorized business use or, where the Subscriber is an approved certified partner, for the approved partner use expressly permitted under the applicable Partner Agreement.

No ownership rights are transferred to the Subscriber.

5. License Scope

The Subscriber's rights are limited to:

the active subscription package purchased or approved;

the number of assigned seats or authorized users;

the approved organization, partner or customer account;

the activated modules, downloads, connectors and features;

the applicable term and territory, if specified;

the permitted use case approved by Modern Management.

The Subscriber may not exceed, share, transfer, pool, rent, lend, resell, reverse engineer, sublicense, publish or commercially exploit the license except as expressly permitted in writing by Modern Management.

6. Purchases, Payment and Activation

Raptor MCP licenses may be purchased through approved Modern Management processes, including online subscription, PayPal, credit card, purchase order, invoice, partner-assisted order, or other approved payment method.

License activation may be withheld until:

The correct legal entity is identified; required terms are accepted; actual payment is received; the order is validated; the domain, partner, customer or subscriber relationship is confirmed; tax, invoice or procurement information is complete; Modern Management approves the transaction.

Modern Management may withhold initial activation until the activation requirements in this Clause have been satisfied. After activation, Modern Management may suspend, restrict or terminate the Subscriber’s access only in accordance with Clause 17. No payment failure, chargeback, misuse, breach, security concern or other event listed in this Clause creates a separate suspension, revocation or termination right outside Clause 17.

6.1 Contract identity and scope

An accepted order must identify the purchasing legal entity, unique contract identity, selected contract model, commitment length, start and end dates, paid service periods, applicable currency and taxes, package batches, prices, discounts and payment due dates. Only one active entity contract may apply at a time. Builder and Insights packages purchased under that entity contract share its end date. The renewal date is the first day of the next contract period, immediately following the current period's inclusive end date. The accepted order must identify both dates. Renewal notice and final-30-day cutoff calculations in Clauses 6.6-6.8 use the renewal date. This does not expand any Select, resale, partner or other licence rights.

6.2 Annual Renewable model

The Subscriber selects a 12-, 24- or 36-month commitment, paid annually in advance. The annual price recorded for each purchased batch is fixed throughout that commitment, including the second and third contract years of a 24- or 36-month commitment. Annual advance billing within an existing commitment is not a new renewal boundary and does not apply the renewal increase in Clause 6.7. A commitment is distinct from its currently paid service year; unpaid future service is not activated merely because it is committed.

6.3 NPV model

The Subscriber selects a 24- or 36-month commitment and prepays the entire agreed term. The NPV discount is 10% for 24 months and 15% for 36 months. These percentages describe the contractual prepayment discount; they do not represent a guaranteed financial return. No 12-month NPV plan is offered under this model.

6.4 Purchase batches and discount sequence

Every purchase has its own unique batch identity and snapshots the current applicable catalogue price when purchased. Existing batches retain their recorded prices, package quantities and commercial history; a new catalogue price does not reprice an existing batch. Apply discounts in this order: the applicable NPV discount, then the volume discount applicable to that purchase, then any separately approved additional discount. Each percentage applies to the remaining amount after the preceding discount, rather than adding percentages. An Annual Renewable purchase has no NPV discount. The applicable order must retain the input prices, discount sequence and resulting financial amounts. Package quantities already purchased cannot be edited in place; new purchases create additional batches.

6.5 Co-termed additions and daily proration

An additional purchase shares the entity contract's end date and does not restart the commitment. Calculate its charge by actual service days: the annual price is allocated over the actual number of days in the relevant service year, charging only the covered days. For Annual Renewable, additions are prepaid for the remainder of the current paid service year, with later years billed under the remaining commitment at the batch's frozen annual price. For NPV, additions are prepaid for the full remaining contract term, allocating each affected service year by its actual days, and inherit the entity contract's NPV discount. Apply the per-purchase volume and approved additional discounts in Clause 6.4. The order must show the covered dates, day counts and financial calculation; activation starts only once actual payment and the other activation requirements are satisfied.

6.6 Final-30-day cutoff

The cutoff date is 30 calendar days before the renewal date. No new purchase or commercial contract change is permitted on or after that cutoff date during the remaining current contract period, subject to mandatory law and the controlled exceptions in Clause 6.10. Before that cutoff, the Subscriber may request removal of whole package batches from the next renewal or elect non-renewal. Such an election does not reduce current paid entitlements. Purchases become available again after the new contract period becomes active. This cutoff does not prevent adding a purchase-order reference under Clause 6.9 or exercising a mandatory legal right.

6.7 Renewal and retained batch pricing

Subject to Clause 6.12 and a timely valid non-renewal election, the contract automatically renews on the same plan and commitment length. Prepare renewal quotations three calendar months and two calendar months before the renewal date. Issue the final renewal invoice 30 calendar days before the renewal date, with payment due on the renewal date. Annual prepayment invoices within an existing commitment preserve its frozen batch prices; NPV renewal requires advance payment of the entire renewed term. At the renewal boundary, increase each retained batch's previous contractual price by 5% once for the new commitment. Do not apply compounded catch-up increases for the elapsed years of a 24- or 36-month commitment or apply the same boundary increase twice. Apply the renewed plan's applicable discount sequence and retain a traceable calculation. Whole batches removed by a timely election are excluded from renewal. A replacement contract period starts on the renewal date, immediately following the preceding period's inclusive end date, without overlap or loss of the Subscriber's already-paid entitlement. Renewal does not activate unpaid service; actual payment remains required.

6.8 Cancellation and non-renewal

A non-renewal election or whole-package renewal removal received before the cutoff defined in Clause 6.6 takes effect on the renewal date, preventing the upcoming renewal or excluding the removed packages from it. It does not terminate the current paid service period. Termination during a commitment remains governed by Clause 17, including its treatment of committed fees, subject always to mandatory cancellation and refund rights under Clause 6.12. No notice period in this Agreement excludes a non-waivable statutory right.

6.9 Optional purchase-order references

A purchase-order number is optional for every invoice, including initial, additional-purchase and renewal invoices. The Subscriber may add a purchase-order reference later and download an audited non-financial document revision. Such a revision changes only the reference and its audit metadata; it preserves the issued invoice's financial values and the original financial history. A purchase-order reference neither constitutes payment nor activates a licence.

6.10 Controlled contractual exceptions

A Finance or System Admin exception requires signed contract evidence, a recorded reason and effective date, an authorized actor and an audit trail. Apply it only against the exact current record version using a compare-and-swap check; a stale version must be reread and reconciled before any change. An exception must preserve issued financial documents and history and must not silently rewrite previous prices, payments or acceptances. This administrative process does not authorize a new commercial exception without the required signed agreement, or override mandatory law. It does not dispense with actual payment before activation.

6.11 Commissions

Commissions remain subject to the existing approved commission model and are based on net funds actually received for the relevant contract. An order, purchase-order reference, quotation, invoice, agreement acceptance or unpaid commitment is not received revenue. This Agreement does not change partner attribution, commission rights or Select/resale permissions.

6.12 Mandatory law and local execution

The contract model, commitment, renewal, notice, cutoff, cancellation, refund and dispute provisions apply only to the extent permitted by mandatory law applicable to the Subscriber and transaction. No provision waives a non-excludable consumer right or access to a competent statutory forum. Where mandatory law requires different notice, cancellation, renewal consent, continuation or maximum-term treatment, that law prevails and the order and operational schedule must implement it before execution. South African governing law does not remove mandatory protections of another applicable jurisdiction. Automatic fixed-term renewal is not represented as enforceable in every jurisdiction or for every purchaser. Confirm the Subscriber's legal status, applicable jurisdiction and any required local execution terms before offering this contract for acceptance. A required local variation must be recorded in the accepted order or signed addendum rather than inferred from a software setting.

7. Subscribers

Subscribers may include:

direct Qlik customers;

direct commercial customers of Modern Management;

certified and approved Qlik partners;

approved partners purchasing Raptor MCP for their own use;

approved partners purchasing or administering licenses for customer use;

other approved organizations or users accepted by Modern Management.

A Subscriber does not become a certified partner, referral partner, reseller or representative of Modern Management merely by purchasing or using a Raptor MCP license. Partner rights require separate approval under the Partner Agreement.

8. Authorized Users

The Subscriber is responsible for all activity conducted through its account, domains, credentials, assigned seats, users, installations and activated licenses.

The Subscriber must ensure that only authorized users access Raptor MCP and that such users comply with this Agreement.

Modern Management may require user verification, domain validation, license validation, seat assignment, authentication controls, audit records or other controls to protect the platform.

9. Outputs and Human Review

Raptor MCP may generate scripts, code, data models, Qlik objects, recommendations, workflows, documentation, insights and other analytical or technical outputs.

All outputs are advisory only.

Raptor MCP does not guarantee correctness, completeness, suitability, accuracy, regulatory compliance, security, fitness for purpose, production readiness, financial result, operational outcome or analytical correctness.

The Subscriber remains solely responsible for independent review, testing, validation, approval and deployment of any output.

No output should be used in production or relied upon for operational, financial, legal, regulatory, audit, tax, safety, customer-facing or material business decisions without appropriate professional review and approval.

10. Customer Data and Environment Responsibility

Raptor MCP does not access, store or control customer production data unless the Subscriber intentionally connects systems, provides access, uploads content, configures services, or initiates operations requiring such processing.

The Subscriber remains responsible for:

Qlik access controls;

data security;

data quality;

data classification;

user permissions;

customer data governance;

platform licenses;

source system permissions;

regulatory compliance;

production deployment decisions.

The Subscriber warrants that it has all necessary rights, permissions, consents and lawful basis to provide or connect any data, metadata, scripts, files, logs, credentials, customer information or system access used with Raptor MCP.

11. Data Processing

Modern Management may process account, license, user, payment, invoice, organization, domain, usage, support, audit, security and platform metadata to operate, secure, administer, support, bill, improve and govern Raptor MCP.

Where the Subscriber provides personal information, customer information, partner information, lead information, deal information, invoice information or payment metadata, the Subscriber confirms that such information is provided lawfully and may be processed for the relevant platform, licensing, payment, support, audit, security and commercial-administration purposes.

Modern Management may use third-party service providers for hosting, payments, identity, support, communication, analytics, license validation and platform operations, subject to appropriate contractual and security controls.

12. Intellectual Property Ownership

12.1 All rights, title and interest in Raptor MCP and the related intellectual property remain owned by Modern Management or its licensors. This includes the software, source code and object code, installers, license keys, license-validation logic, architecture, platform workflows, skills, rules, standards, prompts, templates, methods, automation patterns, documentation, training materials, user-interface designs, product names, commercial models, pricing structures, attribution logic, know-how, confidential information, trade secrets, trademarks and branding (“Modern Management Materials”).

12.2 The Subscriber retains all rights, title and interest in:

(a) its intellectual property existing before this Agreement or developed independently of Raptor MCP;

(b) its data, metadata, scripts, files, logs, configurations, instructions, documents and other information submitted to or made available through Raptor MCP; and

(c) its intellectual property incorporated into any output generated through Raptor MCP, collectively, the “Subscriber Materials”.

12.3 The Subscriber grants Modern Management a limited, non-exclusive, worldwide and royalty-free right, for the term of this Agreement, to process and use the Subscriber Materials only to provide, operate, secure, support and administer Raptor MCP, comply with applicable law, and perform Modern Management's obligations under this Agreement. Modern Management may permit its approved service providers to exercise this right only to the extent necessary to provide those services and subject to appropriate confidentiality and data-protection obligations.

12.4 No Subscriber Material becomes the property of Modern Management merely because it is submitted to, processed by or incorporated into an output from Raptor MCP. The Subscriber does not acquire ownership of the Modern Management Materials merely because they are used to produce an output.

12.5 QlikTech International AB and its applicable affiliates ("Qlik") provide the underlying Qlik technology and API's, MCP's and, where applicable, separately licensed Qlik capabilities. Qlik retains its rights in its products, services, APIs, documentation, marks and other intellectual property in accordance with the applicable Qlik agreements.

12.6 Qlik is not a Party to this Agreement. Each Party's rights and obligations under its separate agreements with Qlik are not incorporated into this Agreement. Nothing in this Agreement:

(a) appoints either Party as Qlik's agent;

(b) authorises either Party to bind Qlik;

(c) imposes any obligation on Qlik; or

(d) gives Qlik a right to enforce or terminate this Agreement.

Each Party remains responsible, at its own cost, for maintaining the Qlik licenses, permissions and contractual rights required for its own performance and use.

13. Restrictions

The Subscriber must not, and must not permit any third party to: copy, modify, translate, adapt, reverse engineer, decompile, disassemble or attempt to derive source code, methods, prompts, protected skills, license logic, workflow logic, commercial logic or architecture; bypass license checks, access controls, seat limits, download controls, payment controls or partner approval controls; share, sell, rent, lend, sublicense, publish, expose or redistribute Raptor MCP or any protected materials; use Raptor MCP to build, train, test, benchmark, improve or commercialize a competing product or service; use Raptor MCP for unlawful access, unauthorized customer environments, credential misuse or security circumvention; remove proprietary notices; represent Modern Management's IP, templates, skills, workflows or outputs as its own platform or product; use Raptor MCP outside the subscribed scope; use Raptor MCP in breach of Qlik platform requirements, third-party terms, data-protection laws or customer policies.

14. No Warranty

Raptor MCP is provided on an "as is" and "as available" basis to the maximum extent permitted by law.

Modern Management does not warrant that Raptor MCP will be uninterrupted, error-free, fully secure, compatible with every Qlik environment, suitable for every business purpose, or free from defects.

Modern Management disclaims all warranties not expressly stated in this Agreement, including implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, performance and business outcome.

15. Limitation of Liability

15.1 To the maximum extent permitted by law, neither Party will be liable to the other for any indirect, incidental, special, punitive, exemplary or consequential loss or damage, including loss of profit, revenue, goodwill, data or business opportunity, production failure or business interruption.

15.2 The exclusion in Clause 15.1 does not exclude amounts recoverable under Clause 16 in respect of a qualifying third-party claim. Such amounts remain subject to the aggregate liability cap in Clause 15.3.

15.3 Each Party's aggregate liability under or relating to this Agreement, including liability under Clause 16, will not exceed the license fees paid or contractually payable by the Subscriber for the affected Raptor MCP license attributable to the three-month service period immediately preceding the event giving rise to the claim. Annual, advance or other prepaid license fees must be allocated proportionately over the service period to which they relate, irrespective of the payment date. For a twelve-month subscription paid in full upfront at a constant annual fee, the three-month cap is 25% of that annual license fee. If the event occurs during the first three months of the affected license's subscription term, the cap is calculated using the license fees attributable to the first three months of that term. If the entire agreed subscription term is shorter than three months, the cap is calculated using the license fees attributable to that shorter term. Fees exclude VAT, other taxes and separately priced implementation, consulting, support and third-party services.

15.4 The liability cap does not limit the Subscriber's obligation to pay fees properly due under an applicable order.

15.5 Nothing in this Agreement excludes or limits liability to the extent that such liability cannot lawfully be excluded or limited.

16. Indemnity

16.1 Separate Qlik obligations

Each Party remains solely responsible for complying with its own agreements, licenses, permissions and obligations relating to Qlik technology, products, APIs and services. Neither Party assumes responsibility for the other Party's obligations to Qlik.

16.2 Qualifying Qlik claims

Subject to Clause 15, each Party (the "Indemnifying Party") indemnifies the other Party (the "Indemnified Party") against:

(a) amounts finally awarded against the Indemnified Party by a court or tribunal of competent jurisdiction;

(b) amounts payable under a settlement approved in writing by the Indemnifying Party in accordance with Clause 16.4; and

(c) reasonable external legal and defense costs incurred in defending the claim,

arising from a third-party claim brought by Qlik, but only to the extent that the claim was directly caused by:

(i) an intentional or willful unauthorised use by the Indemnifying Party of Qlik technology, products, APIs, credentials or services through or in connection with Raptor MCP;

(ii) an intentional or willful act or omission by the Indemnifying Party that constitutes a material breach of its separate agreement with Qlik; or

(iii) an intentional or willful act or omission by the Indemnifying Party that constitutes a breach of applicable data-protection obligations concerning information processed in a Qlik environment.

16.3 Exclusions

The indemnity in Clause 16.2 does not apply to the extent that the claim was caused or contributed to by:

(a) an act, omission, instruction, representation or breach of the Indemnified Party;

(b) the Indemnified Party's unauthorised use, modification or combination of Qlik technology or Raptor MCP;

(c) the Indemnified Party's failure to comply with its separate Qlik agreement, license conditions or applicable law; or

(d) the Indemnified Party's failure to take reasonable steps to mitigate the claim or resulting loss after becoming aware of it.

16.4 Claims procedure

The Indemnified Party must:

(a) notify the Indemnifying Party in writing promptly after becoming aware of the claim, provided that delayed notice will reduce the indemnity only to the extent that the delay materially prejudices the defense;

(b) provide reasonable information, assistance and cooperation, with reasonable external costs borne by the Indemnifying Party;

(c) permit the Indemnifying Party to control the defense and settlement of the claim, provided that the defense is conducted diligently and with due regard to the Indemnified Party's legitimate interests; and

(d) not admit liability or settle the claim without the Indemnifying Party's prior written consent, which may not be unreasonably withheld, conditioned or delayed.

The Indemnifying Party may not settle a claim in a manner that admits fault by, imposes a non-monetary obligation on, or materially prejudices the Indemnified Party without the Indemnified Party's prior written consent.

16.5 Limitation and recovery

All liability under this Clause 16 forms part of, and does not increase, the aggregate liability cap in Clause 15.3. The Indemnified Party may not recover more than once for the same loss under this Clause or any other provision of this Agreement. No contractual indemnity applies between the Parties except as expressly provided in this Clause 16.

16.6 No Qlik rights

This Clause creates rights and obligations only between Modern Management and the Subscriber. It does not:

(a) make Qlik a Party, beneficiary or indemnitee under this Agreement;

(b) give Qlik any right to enforce or terminate this Agreement; or

(c) incorporate either Party's separate agreement with Qlik into this Agreement.

17. Suspension and Termination

17.1 Proportionate suspension

Modern Management may suspend or restrict only the Raptor MCP access or functionality affected by an event listed in Clause 17.2 where:

(a) the event has occurred; or

(b) Modern Management has reasonable and documented grounds to believe that the event is occurring,

and the suspension is reasonably necessary and proportionate to protect security, legality, payment, intellectual property, data, customers or the integrity of Raptor MCP.

Where reasonably practicable, Modern Management must give the Subscriber written notice before suspension. Immediate suspension is permitted where delay would materially increase the relevant risk, provided that notice and reasons are supplied promptly afterwards.

17.2 Suspension or termination events

The relevant events are:

(a) non-payment, failed payment or payment chargeback;

(b) a material breach of this Agreement or the Acceptable Use Policy;

(c) unauthorised access, sharing, transfer or use;

(d) material misuse of Raptor MCP;

(e) unlawful activity;

(f) infringement or material misuse of intellectual property;

(g) a material security or data-protection risk;

(h) fraud or material misrepresentation; or

(i) loss of a license, permission or third-party right necessary for the affected Raptor MCP functionality.

17.3 Notice and cure

Where an event is reasonably capable of remedy, the Party seeking termination must give written notice describing the event in reasonable detail and allow the defaulting Party 10 Business Days to remedy it before terminating this Agreement.

For purposes of this Clause, “Business Day” means any day other than a Saturday, Sunday or official public holiday in South Africa.

A suspension permitted under Clause 17.1 may remain in place during the cure period only to the extent reasonably necessary. Modern Management must restore the affected access promptly after the event has been remedied, unless another valid ground for suspension remains.

17.4 Termination for breach or unlawfulness

Either Party may terminate this Agreement immediately by written notice where:

(a) the other Party commits a material breach that is incapable of remedy;

(b) a remediable material breach is not remedied within the period specified in Clause 17.3; or

(c) continued performance of this Agreement would be unlawful.

17.5 Subscriber termination for convenience

The Subscriber may terminate this Agreement for convenience on 30 days’ written notice to Modern Management.

Termination under this Clause does not:

(a) relieve the Subscriber of fees accrued or contractually committed for the then-current subscription term; or

(b) create a refund right,

unless the applicable Order expressly provides otherwise.

17.6 Separate Qlik agreement

Suspension, expiry or termination of the Subscriber’s separate agreement or license with Qlik:

(a) does not terminate this Agreement;

(b) gives Qlik no right to enforce or terminate this Agreement; and

(c) permits Modern Management to suspend only the affected Raptor MCP functionality for so long as the necessary Qlik rights or access remain unavailable.

If the required Qlik rights or access remain unavailable for 30 consecutive days, either Modern Management or the Subscriber may terminate the affected Raptor MCP Order or license by written notice.

17.7 Consequences of termination

Upon termination:

(a) the Subscriber’s rights to access and use Raptor MCP cease;

(b) the Subscriber must stop using Raptor MCP and return or destroy protected Modern Management Materials, subject to lawful retention requirements;

(c) Modern Management must, on request, return or delete Subscriber Materials in its possession, subject to applicable law, legitimate record-retention requirements and routine secured backups; and

(d) termination does not affect any rights, remedies or payment obligations accrued before termination.

17.8 Survival

Clauses concerning payment obligations, intellectual property, confidentiality, limitation of liability, indemnity, dispute resolution and any other provisions intended by their nature to survive will continue after termination.

18. Confidentiality

18.1 Each Party (the “Receiving Party”) must keep confidential and use only for purposes of this Agreement all non-public information disclosed by or on behalf of the other Party (the “Disclosing Party”) that:

(a) is identified as confidential; or

(b) should reasonably be understood to be confidential because of its nature or the circumstances of disclosure.

18.2 Confidential Information includes non-public product capabilities, roadmaps, workflows, skills, prompts, pricing, partner terms, license logic, commercial logic, customer and partner information, technical methods, security controls, source materials, business information and documentation.

18.3 Confidential Information does not include information that the Receiving Party can demonstrate:

(a) is publicly available other than through breach of this Agreement;

(b) was lawfully known to it without a confidentiality obligation before disclosure;

(c) was lawfully received from a third party without a confidentiality restriction; or

(d) was independently developed without using the Disclosing Party’s Confidential Information.

18.4 The Receiving Party may disclose Confidential Information only to its employees, professional advisers, contractors and approved service providers who need it to perform this Agreement and who are bound by confidentiality obligations no less protective than this Clause.

18.5 Where disclosure is required by law or lawful regulatory process, the Receiving Party must, where legally permitted, notify the Disclosing Party promptly and disclose only the minimum information legally required.

18.6 Each Party must protect the other Party’s Confidential Information using at least reasonable care and no less care than it uses to protect its own comparable confidential information.

18.7 On request or termination, the Receiving Party must return or destroy the Disclosing Party’s Confidential Information, subject to lawful retention requirements, routine secured backups and records required for legal, tax, audit or dispute purposes.

18.8 These confidentiality obligations survive termination of this Agreement.

19. Feedback

Any ideas, suggestions, enhancement requests or feedback provided to Modern Management may be used by Modern Management without restriction, payment or obligation, provided Modern Management does not disclose the Subscriber’s confidential information.

No feedback gives the Subscriber ownership rights in Raptor MCP or any resulting feature, improvement, method or product capability.

20. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the Republic of South Africa.

The Parties must first attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement, including its interpretation, breach, termination, validity, enforcement, license use, payment, commission, intellectual property, confidentiality, partner attribution or data-processing obligations, through good-faith executive escalation.

A Party raising a dispute must give written notice to the other Party describing the dispute in reasonable detail. Within 10 (Ten) Business Days after receipt of the dispute notice, the Parties must appoint senior representatives with authority to attempt resolution. If the dispute is not resolved within 15 (Fifteen) Business Days after the appointment of such representatives, either Party may refer the dispute to arbitration.

Unless the Parties agree otherwise in writing, the dispute must be finally resolved by confidential arbitration administered by the Arbitration Foundation of Southern Africa under its applicable commercial arbitration rules.

The arbitration will be conducted in English. The seat and venue of arbitration will be Johannesburg, South Africa, unless Modern Management elects Cape Town, South Africa, or the Parties agree otherwise in writing.

The arbitration tribunal will consist of one arbitrator, unless the Parties agree otherwise or the applicable arbitration rules require otherwise. If the Parties cannot agree on the arbitrator within 10 (Ten) Business Days after referral to arbitration, the arbitrator must be appointed in accordance with the applicable arbitration rules.

The arbitrator may grant any remedy or relief that a competent court could grant, including damages, specific performance, declaratory relief, interim relief, cost awards and orders relating to confidential information, intellectual property, license misuse, partner attribution, payment or continued platform access.

The arbitration proceedings, evidence, submissions, documents and award must be kept confidential, except to the extent disclosure is required by law, regulatory obligation, accounting or audit requirements, enforcement of the award, or protection of a Party’s legal rights.

The award of the arbitrator will be final and binding on the Parties and may be made an order of any court with competent jurisdiction.

Nothing in this clause prevents either Party from approaching a competent court for urgent, interim or interdictory relief, including relief relating to intellectual property, confidentiality, data protection, license

misuse, unauthorized access, non-payment, partner circumvention, reputational harm or preservation of evidence.

Subject to the arbitration provisions above, the Parties submit to the jurisdiction of the competent courts of South Africa for any matter that is not capable of arbitration, for urgent or interim relief, and for recognition or enforcement of any arbitration award.

21. Entire Agreement

This Agreement, the applicable order, platform notices, privacy notice, acceptable use policy and any signed written addendum constitute the entire agreement governing the Subscriber’s access to Raptor MCP and/or related licensed products and services.

Any prior discussion, historic reseller relationship, Qlik-related agreement, subcontractor agreement, demonstration, trial, commercial discussion or partner discussion does not grant rights to Raptor MCP unless expressly incorporated in writing by Modern Management.

22. Rights Reserved

All rights not expressly granted are reserved by Modern Management.

Review the full agreements at https://modernmanagement.co.za/legal.

Next Page: Signatures

23. Execution record

This Agreement may be accepted online or signed by both Parties as provided in Clause 3. The signature blocks below apply when the Parties use signed execution. Online acceptance does not require these signature blocks to be completed.

Subscriber:

Business Name:

Signature: _____

Name:

Title:

Date:

Business Email:

Registration Number:

VAT Number:

Address:

Modern Management:

Signature: _____

Name: John Paul Kirton

Title: MD

Business Email: jp.kirton@modernmanagement.co.za

Date: