

2019 KNIME AG Alliance Partner Agreement

This Reseller and Alliance Agreement is made as of the date of the submission of the Partner Registration Webform on the KNIME website (“**Effective Date**”) and between **KNIME AG**, a Swiss corporation having its principal place of business at Technoparkstr 1, Zurich 8005 Switzerland (“**KNIME**”, “We” or “Us”), and the registering Partner Company as stated on the submitted form (“**Alliance Partner**”, “You” or “Your”). KNIME and Alliance Partner also may be referred to, collectively, as the “Parties” or, singularly, as a “Party”.

Preamble

- A. Whereas KNIME is a company, having as its corporate purpose the development of open source and commercial software for data analytics purposes as well as the provision of related services to support that software. KNIME has developed the KNIME Analytics Platform Software (including its commercial extensions), which has become one of the most widely used software platforms for data science (the **KNIME Software**).
- B. Whereas Alliance Partner is a company that provides technology solutions services and products to end-customers located in countries other than the United States that could benefit from the use of KNIME Software. Alliance Partner is aware that the premium nature of the KNIME Software requires that it be promoted and distributed in a highly professional manner and in accordance with the standards and terms set out in this Agreement.
- C. Whereas, based on the terms and conditions of this Agreement, KNIME and Alliance Partner may enter into a promotion and support arrangement in connection with the KNIME Software to Customers located in countries other than the United States of America.

NOW, THEREFORE, the Parties agree as follows:

1. Appointment.

1.1 General. Subject to the terms and conditions of this Agreement (including **Annex 1**) and Alliance Partner’s compliance with these terms, Alliance Partner may resell the KNIME Software and related Services only to End-Users in accordance with the license agreement governing the KNIME Software. Alliance Partner shall not market, resell, distribute or use the KNIME Software or Services other than as expressly permitted in the license agreement for the KNIME Software (“EUSLA”), found at: <https://www.knime.com/knimeag-end-user-agreement> . Certain activities require that Alliance Partner enters into a separate written agreement with KNIME or its affiliates, including use and reproduction of KNIME Software to combine with your software products or other products to create one unified product (“**Bundled Product**”) and marketing, distribution and

sublicensing of KNIME Software to end-Users (“Customers”) as part of the Bundled Product and reselling or distributing KNIME Software.

1.2 Restrictions to Appointment as Reseller. Notwithstanding the appointment in 1.1. above, Alliance Partner shall not directly or indirectly market or resell the KNIME Software and Services: (i) to any consumers, resellers, distributors, or third-party sales agents or (ii) through retail storefronts, online stores, auction or resale websites.

1.3 Non-exclusive. This Agreement is not exclusive. KNIME may appoint third parties (including those who may compete with you) to sell or market KNIME Software and Services to anyone. KNIME may sell or market (whether directly or indirectly through a third party) KNIME Software and Services at any price KNIME chooses without any liability or obligation to You. This Agreement does not guarantee that You will make any sales of KNIME Software or Services.

1.4 Additional Requirements. Your eligibility to resell KNIME Software or Services may be subject to additional requirements or conditions not described in this Agreement, including additional training, specialization requirements, contractual agreements, and other conditions. Alliance Partner agrees to provide KNIME with information and reporting pertinent to your relationship with KNIME as may reasonably be requested from time to time by KNIME. This information may include but not be limited to Customer information and data developed by Alliance Partner when reselling KNIME Software and Services.

2. Term; Termination.

2.1 Term. This Agreement commences as of the Effective Date, and continues for one (1) year (the “**Initial Term**”), unless earlier terminated in accordance with Subsections 2.2 or 2.3 of this Agreement. After the Initial Term, this Agreement shall automatically renew for periods of one (1) year (each, a “**Renewal Term**”) unless and until terminated by a Party provided that Alliance Partner complies and continues to comply with this Agreement, including meeting the quality, professionalism and other requirements established by KNIME. The Initial Term and the Renewal Terms collectively shall be referred to as the “**Term**”.

2.2 Termination for Convenience. Either Party may terminate for convenience at any time, with thirty (30) days’ prior notice of termination to the other Party.

2.3 Termination for Breach. KNIME may terminate this Agreement with cause at any time for: (a) any attempt by Alliance Partner to exceed the scope of its Appointment, as described in Section 1 and Annex 1; (b) in KNIME’s sole discretion, if Alliance Partner fails to meet or exceed KNIME’s requirements for quality and professionalism; (c) for Alliance Partner’s failure to meet the financial requirements of Annex 1; (d) for Alliance Partner’s infringement of KNIME’s Intellectual Property Rights or a breach of KNIME’s Confidential Information requirements; or (e) Alliance Partner’s failure to provide the Customer information, reporting, access to records and other reasonable requests from KNIME.

2.4 Obligations Upon Termination. Upon the termination or expiration of this Agreement for any reason: (i) any provisions of this Agreement that are reasonably intended to survive termination shall survive. These include but are not limited to (1) payment obligations incurred prior to termination, (2) IP rights; (3) indemnification; (4) confidentiality; (5) disclaimers of warranty; and (6) choice of law; and (ii) each Party shall cease all use of the other Party's Intellectual Property.

3. Orders for KNIME Software and Services. The Alliance Partner or Customer shall place an order ("**Order**") directly with KNIME and purchase subscriptions for (i) each Customer who subscribes to KNIME Software and Services through Alliance Partner and (ii) each existing Customer engaged by Alliance Partner who seeks to purchase additional subscriptions. Orders shall be in writing as provided by KNIME, solely under the KNIME Software License Terms found at <https://www.knime.com/knimeag-end-user-agreement>. KNIME shall have the right to accept or reject any Order in its sole discretion. Alliance Partner shall provide the identity and contact information of Customers of each Customer placing an Order. Alliance Partner shall place separate Orders for each Customer and may not utilize Services or Product rights made available to one Customer under an Order for the benefit of itself or any other Customer. Alliance Partner shall keep records of all subscription sales and related Services pursuant to this Agreement. KNIME shall only be responsible to provide KNIME Software and Services pursuant to KNIME's standard terms and conditions or an applicable Statement of Work entered into in writing by KNIME. All Orders shall be deemed subject to the terms of this Agreement.

4. Pricing; Customer Terms and Conditions. KNIME will provide to Alliance Partner the pricing for KNIME Software and Services (the "**List Prices**"). KNIME may change the List Prices at any time in its sole discretion for new license opportunities or renewals. **Alliance Partner shall pay to KNIME the List Price for KNIME Software and Services.** Except for taxes based on KNIME's net income, Alliance Partner shall pay, or require Customers to pay, all federal, state, local or other governmental taxes, fees, or duties imposed, levied or based upon the licensing, sale, use, possession or export of the KNIME Products and Services. KNIME also will provide to Alliance Partner a copy of the Subscription Agreement and other enduser/Customer terms for the KNIME Software and Services at: <https://www.knime.com/knimeag-end-user-agreement>, which shall be the terms applicable to the license or subscription of the KNIME Software and Services provided to Customer. Alliance Partner acting as a reseller agrees to: (a) take upon any risk related to currency, collection, or fulfillment and (b) shall not change the enduser/Customer terms granted to a particular Customer under KNIME's standard Subscription or enduser/customer terms as provided at <https://www.knime.com/knimeag-end-user-agreement>. KNIME may change the Customer Terms and Conditions at any time in its sole discretion, by updating such terms in a new licence agreement and posting the terms at: <https://www.knime.com/knimeag-end-user-agreement> KNIME may reject any Order that does not conform to the terms of this Agreement. KNIME may from time to time update licence terms in its sole discretion and will post the updated terms at: <https://www.knime.com/knimeag-end-user-agreement>. It is Alliance Partner's responsibility to monitor the above link to assure that the most current Customer terms are provided to a potential Customer.

5. Payment. Customer (or Alliance Partner in the case of resell) shall pay all applicable List Prices to KNIME within thirty (30) days following the acceptance of an Order by KNIME, unless the Parties have agreed to an alternative payment schedule in a writing signed by the authorized representatives of both Parties. All List Prices shall be paid in the currency listed in the order, or in Euros if not otherwise stated. Subject to this Section, unless termination is the result of Alliance Partner's material breach of this Agreement, KNIME shall provide the KNIME Software and Services for the duration of the applicable subscription term solely for Orders that were accepted prior to the effective date of termination. If any payment is late and is not subject to a good faith dispute by Alliance Partner, then KNIME may suspend access to the KNIME Software and Services until payment is made. All KNIME fees exclude any taxes and duties, including VAT and sales, use or other transaction taxes associated with the KNIME Software and Services, which are Alliance Partner's responsibility to pay. Alliance Partner shall be responsible for invoicing Customers for all fees and bears all risk of collection from Customers.

6. Intellectual Property.

6.1 KNIME IP. KNIME retains the Intellectual Property of the KNIME Software and Services as well as of all trademarks and service marks (the "**KNIME Marks**"), designs, any improvements, suggestions or other changes related thereto (the "KNIME IP") and all other rights related to the Intellectual Property to which the Alliance Partner has access or uses.

6.2. License to KNIME IP. During the term of and subject to the Alliance Partner's compliance with the provisions of this Agreement (particularly including the end Customer restrictions in Subsection 1.2), KNIME grants the Alliance Partner a limited, non-exclusive, revocable, non-transferable licence to use and to resell the KNIME Software to end Customers solely in order to: (i) conduct Customer demonstrations or usage tests; (ii) to promote the KNIME Software; (iii) to conduct User Trainings; and / or (iv) to provide the Support (as further described in the Partner Program at <https://www.knime.com/partners/program>), as the case may be, pursuant to the terms of this Agreement. Any use of the commercial aspects of KNIME Software deviating from the terms of this Agreement (e.g. any deviating commercial use) is explicitly excluded and shall be deemed a material breach of this Agreement. The Alliance Partner therefore shall not, except for the due performance of the obligations under this Agreement, directly or indirectly incorporate or embed the KNIME Software into Alliance Partner's or any other software products or create a Bundled Product without entering into a separate, written commercial agreement with KNIME. All rights in and to the KNIME Software other than the limited licence provided in this Subsection 6.2 are expressly reserved in and to KNIME AG. Except as expressly permitted by applicable mandatory law, Alliance Partner may not, and may not require, support, or authorize others to copy, modify, reverse engineer, de-compile, disassemble, distribute, create Bundled Products (as defined in Subsection 1.1) or otherwise create derivative works of KNIME Software or any part thereof.

6.3. KNIME Marks. During the term of this Agreement, provided that Alliance Partner is in compliance with the terms of this Agreement, KNIME grants the Alliance Partner the limited, non-exclusive, revocable, non-transferable right to use the KNIME Marks and in sales presentations,

reports to KNIME Customers, trade shows and otherwise in connection with the marketing of the KNIME Software and Services in order to promote the KNIME Software and Services. All such use by Alliance Partner shall comply with KNIME's guidelines and requirements for use of the KNIME Marks as more completely described in KNIME's Mark Usage Guidelines for Acceptable Use found at <https://www.knime.com/partners/brand-guidelines>. Alliance Partner shall submit each proposed use of the KNIME Marks and name to KNIME for approval in advance of any publication or presentation of materials advertising, proposal submission, or other uses. Failure to obtain KNIME's approval of a use of the KNIME Marks or name prior to publication or use shall be a material breach of this Agreement. KNIME retains all right, title and interest in and to the KNIME Marks other than the limited licence to use granted pursuant to this Subsection 6.3 and all usage of the KNIME Marks and name shall inure to the benefit of KNIME.

6.4 KNIME Analytics Platform. Alliance Partner expressly agrees that Alliance Partner shall use any Open Source components of KNIME Software or KNIME Analytics Platform in accordance with their respective licences and acceptable use policies. Partner agrees not to sell, embed, OEM, or resell any component of KNIME Software or KNIME Analytics Platform within its own commercial offering that provides any functionality similar or overlapping with functionality contained within the commercial aspects of KNIME Software without the prior written permission of KNIME's authorized representative. Limited personal or professional use as permitted in the KNIME Open Source licence, including consulting or training, are encouraged.

7. Confidentiality.

7.1 Non-Disclosure Agreement. The Parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each Party has and will have access to the other Party's (the "**Disclosing Party**") Confidential Information. The Party receiving any Confidential Information (the "**Receiving Party**") also understands and agrees that misuse and/or disclosure of the Disclosing Party's Confidential Information is likely to adversely affect the Disclosing Party's business. The Receiving Party will hold in confidence and will not disclose the Confidential Information. The Receiving Party shall protect the Confidential Information from disclosure by deploying at least the degree of care that the Party uses to protect its own most confidential information of like nature, but in any event no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information.

7.2 Confidential Information Defined. As used in this Agreement, "Confidential Information" means: (i) the terms of this Agreement; (ii) the Disclosing Party's trade secrets, business plans, strategies, methods and/or practices; (iii) any information about the Disclosing Party not generally known to the public, including information about the Disclosing Party's products, services, personnel, customers, marketing strategies, processes, or future business plans; (iv) all information regarding the Disclosing Party's and its Affiliates' customer contracts (including pricing information); (v) a Party's capabilities, software technology, product plans and roadmaps,, specifications, techniques, processes, inventions, methodologies, and other information or material owned, possessed, used or developed by a Party which at any time would be designated as confidential or information that would be apparent to a reasonable person familiar with the

Disclosing Party's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party. Confidential Information specifically excludes: (a) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no fault of the Receiving Party; (b) information that is known to the Receiving Party without restriction, prior to receipt from the other party under this Agreement, as evidenced by the Receiving Party's written records; (c) information that the Receiving Party obtained from any third party that is not subject to an obligation of confidentiality; and (d) information independently developed by the Receiving Party without the aid, application or use of the Disclosing Party's Confidential Information. Notwithstanding anything to the contrary in Subsection 7.2, the Parties expressly agree that any Customer information generated or provided under the Agreement shall be shared with KNIME and may be used by KNIME for any purpose at any time, even after termination of this Agreement.

7.3 Harm from Disclosure. Each Party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Disclosing Party that may be difficult to ascertain. Each Party further agrees that the Disclosing Party shall have the right to seek immediate injunctive relief to enforce obligations under this Section 7 in addition to any other rights and remedies it may have, to the extent permitted by law. Receiving Party shall promptly notify the Disclosing Party upon becoming aware of a breach or threatened or potential breach under this Agreement, and will cooperate with any reasonable request of the Disclosing Party to enforce its rights. Notwithstanding anything to the contrary in this Subsection 7.3, the Parties expressly agree that KNIME's use and access to Customer information generated or provided under this Agreement shall be deemed a permitted use and KNIME shall not be subject to any injunctive relief, suits or damages for KNIME's use or access to the Customer Information.

8. Indemnification

8.1 By Alliance Partner. Alliance Partner agrees to indemnify, hold harmless, and defend KNIME, its affiliates, and their respective directors, officers and agents, from and against any and all third party claims, suits and actions (each, a "Claim"), and all resulting liabilities, damages, losses, and costs awarded by a court or included as Party of a final settlement, as well as reasonable litigation-related expenses, including but not limited to, reasonable attorneys' fees and costs (collectively, "Losses") arising from or relating to: (a) the marketing, promotion or use by the Alliance Partner of products and services in any manner that violates this Agreement or any applicable law, rule or regulation or (b) arising from Alliance Partner's acts or omissions.

8.2. By KNIME. KNIME agrees to indemnify, hold harmless and defend Alliance Partner and its respective directors, officers and agents from and against any and all third party Claims and all resulting Losses arising from any breach by KNIME of its agreement with a Customer.

8.3 Process for Indemnification. The Indemnified Party shall: (i) promptly notify the Indemnifying Party in writing of any Claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the

extent it is prejudiced thereby; (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; and (iii) provide the indemnifying party with reasonable cooperation and assistance in defending such claim.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUE, IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY AND ALL EVENTS KNIME'S TOTAL CUMULATIVE LIABILITY TO ALLIANCE PARTNER FOR ANY AND ALL MATTERS ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES RECEIVED BY KNIME FROM ALLIANCE PARTNER HEREUNDER (IF ANY) IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING NOTICE TO KNIME OF THE APPLICABLE CLAIM.

10. DISCLAIMER OF WARRANTIES. KNIME MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, TO ALLIANCE PARTNER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. NON-SOLICITATION

11.1. Non-solicitation. Each Party agrees that during the term of this Agreement and for twelve (12) months thereafter it will not knowingly solicit for employment or hire any person employed by the other Party. Nothing in this provision will be construed to prohibit individual employees from responding to public employment advertisements, postings or job fairs of either Party, provided such response is not prompted by a Party intentionally circumventing the restriction of this provision.

12. General.

12.1 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement is intended nor will it be construed to create any legal partnership, joint venture, agency or franchise. Alliance Partner will be solely responsible for its activities, products, and services relating to or provided with the KNIME Software and Services.

12.2 Entire Agreement. This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence, understandings or other communications between the Parties relating to the subject matter hereof. All references to this Agreement shall be deemed to include the Annexes and mutually agreed attachments to this Agreement.

12.3 Severability. If any part or provision of this Agreement is held to be invalid or unenforceable by any competent court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid and enforceable, and continue in full force and effect. In this case, the Parties shall endeavor to

negotiate in good faith a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all necessary amendments, agreements and documents required in this connection.

12.4 Publicity. Neither KNIME nor Alliance Partner shall issue press releases or other publicity, or include the other's name and logo in customer or vendor lists, without the prior written permission of the other Party.

12.5 Export Compliance. Alliance Partner shall comply with the applicable export laws and regulations the country where the KNIME Software is delivered or used. Under these laws, the KNIME Software may not be sold, leased or transferred to embargoed countries, other restricted countries, restricted end-users, or for restricted end-users. Alliance Partner specifically agrees that the KNIME Software will not be used for activities related to weapons of mass destruction, including but not limited to activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons.

12.6 U.S. Government Restricted Rights. If the KNIME Software and documentation provided with the Products and Services is used at any time for United States government purposes, the KNIME Software and Documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth in this Agreement. Contractor of KNIME-Branded Software and Products in the United States is KNIME Inc., 11801 Domain Boulevard, 3rd Floor, Austin, Texas 78758 USA.

12.7 Assignment. Alliance Partner may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of KNIME. Any attempted assignment in breach of this section shall be void. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

12.8 No Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement.

12.9 Choice of Law and Jurisdiction. This agreement will be governed by and construed in accordance with the laws of Switzerland excluding its conflicts of law provisions. Alliance Partner and KNIME agree to submit to the personal and exclusive jurisdiction of the appropriate judicial courts or authorities located in Zurich, Switzerland. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

12.10 Attorney's Fees. In any action related to this agreement, if any Party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other Party shall pay, on demand, the successful Party's reasonable attorneys' fees and reasonable costs.

12.11 Notice. Notices regarding this Agreement shall be: (i) effective upon receipt and (ii) in writing, sent by prepaid overnight courier service with delivery receipt or by US Postal Service, postage prepaid, registered or certified mail, and addressed to Alliance Partner at the address Alliance Partner provides in writing to KNIME, or, in the case of KNIME, addressed to KNIME AG, Attn. General Counsel, Technoparkstr 1, Zurich 8005 Switzerland Notices regarding the KNIME Software in general may be given by electronic mail to Alliance Partner's e-mail address on record with KNIME and such notice shall be deemed to have been delivered twelve (12) hours after sending.

12.12 Amendment; No Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by the authorized representatives of Alliance Partner and KNIME. Notwithstanding any language to the contrary therein, no terms stated in an Alliance Partner purchase order or in any other order document shall be incorporated into this agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

12.13 Construction. This Agreement was prepared jointly by the Parties, and no rule that ambiguities be construed against the drafter will have any application in its construction, enforcement or interpretation

12.14 Multiple Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each such counterpart or an electronic image (including an electronic image of each party's signature) will constitute an original.

Accepted by the authorized representative of the Alliance Partner by checking acceptance field and submitting the webform.

Annex 1

1. Status

In order for the Alliance Partner to obtain and to maintain the status as a **KNIME Alliance Partner**, the Alliance Partner must meet the criteria as articulated here: www.knime.com/partners/program

2. Remuneration

If an Alliance Partner qualifies as a KNIME Alliance Partner, it may receive commissions as articulated here:

www.knime.com/partners/program

KNIME reserves the right to update commissions at its sole discretion to reflect the evolution of the alliance partner program. In the case of any ambiguity, the date of lead registration will determine the commission schedule for a particular lead.

3. 3rd Party Pay Option

KNIME may, in its sole discretion, offer to the Partner, and the Partner may accept the “*3rd Party Pay Option*” option. Under the 3rd Party Pay Option, the KNIME Software and Service end Customer agreement is still entered into between KNIME and the End User, but the Partner may invoice the aggregate amount due and payable by the End User (“Customer”), consisting of the KNIME License Fee, support fees of the Alliance Partner, and all applicable taxes, directly to the Customer for payment. Upon payment by the Customer to the Partner, the Alliance Partner is obliged to transfer the amount corresponding to the KNIME License Fee, after deducting its respective remuneration as defined by KNIME and set forth in section 2 above, to KNIME according to the payment timelines defined in the KNIME LA and notified in advance to the Alliance Partner. By deducting such amount from the KNIME License Fee, the obligation of KNIME to pay the Alliance Partner remuneration for this particular transaction in accordance with section 5 of this Agreement is deemed to be fulfilled.

This 3rd Party Pay Option only shall be utilized upon prior approval by KNIME, subject to KNIME’s acceptance of an Order for the particular transaction and the Alliance Partner’s successful completion of KNIME’s credit check as well as Alliance Partner’s compliance with the terms of the KNIME AG Alliance Partner Agreement.