



Consulting Services Terms

The terms and conditions set out below apply to consulting services provided by Qlik pursuant to an order form and/or statement of work that references these Consulting Services terms (collectively, the "Agreement"). Qlik and Customer are from time to time referred to as a "Party" and collectively as the "Parties."

1 Definitions

1.1 "Affiliate" means, with respect to a Party, any entity which controls, is controlled by, or is under common control with such Party, where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity, but only for so long as such control exists.

1.2 "Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement which is disclosed in writing, verbally or by inspection and is identified as "confidential" or "proprietary" by the Disclosing Party, or which the Receiving Party should have reason to believe is treated as confidential or proprietary by the Disclosing Party. Any information, in whatever form, disclosed by Qlik to Customer that relates to the Consulting Services and that is not publicly known will fall under the definition of "Confidential Information." Confidential Information does not include information that (i) enters the public domain through no fault of the Receiving Party; (ii) is communicated to the Receiving Party by a third party under no obligation of confidentiality; (iii) has been independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party; (iv) was in the Receiving Party's lawful possession prior to disclosure and had not been obtained either directly or indirectly from the Disclosing Party; and (v) is required to be disclosed by law, provided the Receiving Party has promptly notified the Disclosing Party in writing of such requirement and allowed the Disclosing Party a reasonable time to oppose such requirement.

1.3 "Consulting Services" means any mutually agreed upon services performed by Qlik and/or its Affiliates and subcontractors under this Agreement and any applicable order form or statement of work ("SOW").

1.4 "Documentation" means the then-current user documentation for the Qlik Software.

1.5 "Prepaid Consulting Services" are any Consulting Services that are paid for in advance by Customer.

1.6 "Relevant Personal Data" means any Personal Data for which the Customer (and/or any Customer Affiliate) is the Data Controller and for which Qlik (and/or any Qlik Affiliate and/or sub-contractor of Qlik) is a Data Processor. For the avoidance of doubt, Relevant Personal Data does not include personal data for which Qlik or a Qlik Affiliate is a Data Controller. The terms Personal Data, Processing (and its derivatives), Data Controller, Data Processor and Data Subject shall have the meanings given to them under applicable data protection laws including the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time, including any national enacting legislation thereto and/or all other relevant applicable laws.

1.7 "Software" means the generally available release of Qlik software, in object code form sold to Customer pursuant to a separate agreement between the Parties.

2 Provision of Services

2.1 Unless otherwise specified in the applicable order form or statement of work, Consulting Services will be provided on a time and materials basis and the scope shall be limited to implementation, configuration and Software enablement.

2.2 This Agreement and the terms contained herein shall constitute the entire agreement between the parties for the provision of Consulting Services to the exclusion of any other terms and conditions (including those contained or referred to in any Customer purchase order or correspondence received by Qlik before or after the date of this Agreement).

2.3 Any changes to the terms of this Agreement may only be made in writing and executed by both Parties.

2.4 Prepaid Consulting Services are calculated based on the currency and location in which they are purchased and may only be used by the Customer entity that purchases such Prepaid Consulting Services and in such location. No refunds or credits shall be provided for any unused Prepaid Consulting Services following either the expiration of the Consulting Services term as identified in the applicable order form or statement of work or upon termination of the Agreement: (i) by Customer for any reason; or (ii) by Qlik for Customer's breach of the Agreement. If no term is identified in an order

form or a statement of work, the Prepaid Consulting Services will expire 12 months from the date the order is placed.

2.5 Any work undertaken: (a) between 6pm and 6am Monday to Friday; or (b) on Sundays or a weekend or a statutory/public holiday will be charged at 200% of the quoted daily rate or if on Saturdays at 150% respectively.

2.6 Services may be provided at the facilities of Qlik, its subcontractors, or Customer. A minimum of ½ day (4 hours) will be charged for all work at Customer's facilities. Remote services provided via phone, e-mail or remote access to Customer's site will be charged at the standard hourly rate.

2.7 Customer shall reimburse Qlik for actual, necessary, and reasonable travel expenses incurred by Qlik. Qlik shall be responsible for providing copies of receipts for any expenses equal to or greater than twenty-five US dollars (\$25.00) or its equivalent for verification purposes.

3 Duties of Customer

3.1 Customer (and its staff) shall reasonably cooperate with Qlik in the performance of the Consulting Services and shall provide Qlik with the information, feedback, instructions, consents, equipment and access to premises necessary to enable the timely performance of the Consulting Services by Qlik in the manner provided herein. Customer shall be responsible for the completeness and accuracy of all information, data and material provided by Customer or its authorized representatives to Qlik.

3.2 Customer shall use all reasonable efforts to anonymize any Relevant Personal Data provided to Qlik and provide access to such data only as necessary for Qlik's performance of the Consulting Services. Customer warrants that it has the necessary consents of the Data Subjects under applicable data protection laws to transfer to Qlik and/or its Affiliates and/or its Subprocessor(s) any Relevant Personal Data and for the Processing purposes intended.

3.3 Customer acknowledges that any time frames set forth in an SOW are estimates only of the amount of time required by Qlik for the provision of the Consulting Services and time shall not be of the essence. Customer will be invoiced for the actual (and not estimated) time spent in providing the Consulting Services to the Customer.

3.4 Customer shall use all reasonable efforts to avoid and reduce damages and will make back-up copies of data on a regular basis and carry out security checks for the purpose of defending or detecting viruses and other disruptive programs within Customer's IT system.

4 Intellectual Property

4.1 Customer retains all rights, title and interest in and to its proprietary data ("Customer Data") which may be used with the Software including all data that Customer elects to integrate into the Software or to display within a dashboard created with the Software. Qlik retains all right, title and interest in and to the Software and all deliverables resulting from performance of the Consulting Services, including all knowhow, methodologies, designs and improvements to the Software, but excluding any Customer Data incorporated into any such deliverable. Qlik hereby grants Customer a non-exclusive license to use any deliverables or work product created hereunder in connection with Customer's authorized use of the Software.

5 Warranty

5.1 Qlik warrants that the Consulting Services will be performed using reasonable care and skill consistent with generally accepted industry standards. For any claimed breach of this warranty, Customer must notify Qlik of the warranty claim within thirty (30) calendar days of Customer's receipt of the applicable Consulting Services. Customer's exclusive remedy and Qlik's sole liability with regard to any breach of this warranty will be, at Qlik's option and expense, to either: (i) re-perform the non-conforming Consulting Services; or (ii) refund to Customer the fees paid for the non-conforming Consulting Services. Customer shall provide reasonable assistance to Qlik in support of its efforts to furnish a remedy for any breach of this warranty.

5.2 Qlik will have no liability to Customer with respect to any warranty claim made pursuant to Section 5.1, or any obligation to correct any defect or problem with the Software, to the extent that it: (i) arises out of any use of the Software by Customer or its authorized Affiliates not in accordance with the Documentation; (ii) arises out of any modification or alteration of the Software by anyone other than Qlik or its authorized subcontractors or (iii) arises out of the use of the Software in combination with any other software or equipment not specified in the Documentation as supported by Qlik.



5.3 EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1 QLIK MAKES NO WARRANTIES WITH RESPECT TO THE CONSULTING SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF QLIK HAS BEEN INFORMED OF SUCH PURPOSE). QLIK DOES NOT WARRANT THAT THE CONSULTING SERVICES WILL BE ENTIRELY FREE FROM DEFECTS OR OPERATE UNINTERRUPTED OR ERROR FREE.

6 Liability and Disclaimers

6.1 EXCEPT FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE; (II) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (III) CUSTOMER'S VIOLATION OF QLIK'S INTELLECTUAL PROPERTY RIGHTS; OR (IV) VIOLATIONS OF CUSTOMER'S OBLIGATIONS UNDER SECTION 9.1, EACH PARTY'S MAXIMUM, CUMULATIVE LIABILITY FOR ANY CLAIMS, LOSSES, COSTS (INCLUDING ATTORNEY'S FEES) AND OTHER DAMAGES ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, WILL BE LIMITED TO ACTUAL DAMAGES INCURRED, WHICH WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE CONSULTING SERVICES WHICH GAVE RISE TO THE CLAIM.

6.2 IN NO EVENT WILL QLIK, ITS AFFILIATES OR RESPECTIVE SUBCONTRACTORS BE LIABLE FOR ANY LOSS OF SAVINGS, PROFITS OR REVENUES, LOSS OR CORRUPTION OF DATA, GOODWILL, OR REPUTATION, INACCURACY OF ANY DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

6.3 THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7 Confidentiality

7.1 The Parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of three (3) years following termination, provided that Customer's obligations hereunder shall survive and continue in effect thereafter with respect to Qlik's Confidential Information that continues to be a trade secret under applicable law. Each Party will protect the other's Confidential Information from unauthorized distribution and use with the same degree of care that each Party uses to protect its own like information, but in no event less than a reasonable degree of care. Neither Party will make the other Party's Confidential Information available in any form to third parties nor use the other Party's Confidential Information except as authorized by these Terms. Neither Party shall circulate Confidential Information within its own organization nor that of its Affiliates except to those employees or consultants who need to know such information in connection with the business relationship between the Parties.

8 Termination

8.1 This Agreement shall remain in effect until terminated by either Party upon thirty (30) days prior written notice to the other Party. Customer shall be liable for payment to Qlik for all Consulting Services provided through the effective date of any termination of this Agreement as well as any costs and expenses of Qlik resulting from the termination.

8.2 Either Party may terminate this Agreement as a result of a material breach by the other party if such breach remains uncured thirty (30) days after receipt of written notice from the non-breaching party (ten (10) days in the case of Customer's non-payment). Customer shall be liable for payment to Qlik for all Consulting Services provided until the date of termination.

8.3 Customer acknowledges and agrees that any Consulting Services to be provided at Customer's location have been reserved specifically for Customer. No refunds will be given for any cancellation of the Consulting Services made within less than ten (10) days of the scheduled start date and Customer must pay to Qlik any non-refundable and/or non-cancellable expenses incurred or committed to by Qlik, including air travel, if any on-site Consulting Services are rescheduled or cancelled with less than ten (10) business days' notice. Rescheduling of any such Consulting Services is subject to availability of Qlik personnel and Qlik makes no commitment or guarantee that any such rescheduling can be accommodated.

8.4 Sections 2 and 4-9 inclusive shall survive any termination of this Agreement.

9 General Matters

9.1 Customer agrees at all times to comply with all applicable laws and regulations in its performance of this Agreement, which may include, without limitation, U.S. and E.U. export control laws and regulations, and regulations declared by the U.S. Department of the Treasury Office of Foreign Assets Control, the Council of the E.U. and their counterparts under applicable law ("Export Control Laws"). Customer will indemnify, defend and hold harmless Qlik and its respective officers, agents and employees from and against any and all losses, costs, claims, penalties, fines, suits, judgments and other liabilities (including applicable attorney's fees) arising out of, relating to or resulting from Customer's failure to comply with any Export Control Laws.

9.2 Qlik and Customer are independent contractors. Nothing in this Agreement or any amendment to this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Qlik personnel engaged to perform Consulting Services do not enter into an employment relationship with Customer and Customer shall take all reasonable measures to ensure that Qlik personnel will not be deemed Customer employees.

9.3 Neither Party will have any liability under this Agreement to the extent that it is delayed, prevented or hindered in performing any of its obligations under this Agreement (other than the obligation to pay money) as a result of any circumstance or occurrence beyond the reasonable control of a Party, including without limitation acts or omissions by a public authority, acts of God, strikes, blockades, failures, outages or delays of the Internet, denial of service attacks, acts of terrorism, riots, storms, earthquakes, explosions, fires, and floods.

9.4 This Agreement or any of the rights or obligations hereunder may not be assigned by Customer without the prior written consent of Qlik. Qlik may delegate all or part of the Consulting Services to be performed hereunder to a Qlik Affiliate or third party provided that Qlik will remain liable for all acts and omissions of any such Affiliate or third party. Qlik retains the right to assign, reassign and substitute personnel at any time.

9.5 This Agreement shall be governed by the laws of the jurisdiction that governs Customer's purchase of the Software under the Qlik User License Agreement or where the Customer does not have a Qlik User License Agreement, then, unless expressly stated otherwise in section 9.5.3:

9.5.1 This Agreement shall be governed by the laws of the jurisdiction corresponding to the Qlik entity identified hereunder as the contracting party, but excluding any conflict of law rules or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Any suit, action or proceeding arising out of or relating to this Agreement will be brought before the courts corresponding to the Qlik contracting entity or the applicable arbitration board specified in sections 9.5.2 and 9.5.3 and will be conducted in the English language. The Parties hereby expressly and irrevocably submit to the exclusive jurisdiction of such courts or arbitral bodies for the purpose of any such suit, action or proceeding.

9.5.2 In respect of the following Qlik Contracting entities any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce in Stockholm: (a) QlikTech International Markets AB; (b) QlikTech Brazil Commercializaçao do Software Ltda; (c) QlikTech Denmark A/S; (d) QlikTech Finland Oy; (e) QlikTech Mexico S de R.L de C; and (f) QlikTech LATAM AB.

9.5.3 The following governing law and/or jurisdiction provisions will apply to the following entities: (a) the laws of New South Wales for QlikTech Australia Pty Ltd; (b) the laws of Ontario, Canada for QlikTech Corporation; (c) the laws of Hong Kong SAR for QlikTech Hong Kong Limited and any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by the laws of the Hong Kong SAR and the arbitrators shall have the power to order, among other things, specific performance and injunctive relief; (d) for QlikTech India Pvt Ltd any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be finally resolved by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1966 and any amendments hereto; (e) for QlikTech Italy Srl the courts of Milan will govern; (f) for QlikTech Japan K.K the Tokyo District Court shall govern; (g) for Qlik Technology (Beijing) Limited Liability Company the governing law shall be the laws of China and any claim shall be settled by arbitration at the China International Economic and Trade Arbitration Commission (CIETAC); (h) for QlikTech Netherlands any claim shall be settled at the SGOA (the Dutch Foundation of the Settlement of Arbitration of the Settlement of Automation Disputes) in the Hague; (i) for QlikTech Singapore Pte Ltd any claim shall be determined by arbitration in Singapore in accordance with the UNCITRAL Arbitration Guide in force from time to time; (j) for QlikTech



Iberica S.L the courts of the city of Madrid, Spain will govern; and (k) for QlikTech Inc the governing law shall be the laws of the Commonwealth of Pennsylvania USA and the courts shall be the State and Federal Courts of Montgomery County in the Commonwealth of Pennsylvania.

9.6 Arbitral tribunals shall be composed of a sole arbitrator, unless otherwise expressly stated under local laws and the Parties shall bear their own costs and expenses, including attorneys' fees, but the arbitrator may, in the award, allocate all of the administrative costs of the arbitration, including the fees of the arbitrator, against the party that did not prevail. The arbitrator shall have the power to order, among other things, specific performance and injunctive relief. The decision of the arbitrator shall be final and binding upon both Parties and shall be enforceable in any court of law.

9.7 CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THIS AGREEMENT AND ANY AMENDMENTS THERETO.

9.8 Customer acknowledges that Qlik may be irreparably harmed by a breach of the terms of this Agreement and that damages, alone, may not be an adequate remedy. Customer agrees that, in addition to any other rights or remedies permitted under applicable law, Qlik will have the right to enforce this Agreement by injunctive or other equitable relief without the need to prove actual damages or post a bond.

9.9 All notices concerning a default, breach or violation of this Agreement by Qlik will be in writing and delivered to Qlik: (i) by certified or registered mail, upon delivery or; (ii) by an internationally recognized express courier, upon delivery to: Qlik at 211 S. Gulph Road, Suite 500, King of Prussia, PA 19406, USA, Attention: Legal Department. All other notices to Qlik, including account related communications, will be electronically sent to Qlik at CustomerNotices@qlik.com.

9.10 If any provision of this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect.