



# Education Services Terms

## 1. Introduction

IMPORTANT— DO NOT INSTALL, EXECUTE, USE OR ACCESS ANY TRAINING SERVICES, TRAINING COURSES OR COURSE MATERIALS UNTIL YOU HAVE READ AND ACCEPTED ALL OF THE TERMS BELOW. PERMISSION TO USE OR ACCESS ANY TRAINING SERVICES, ANY TRAINING COURSES AND/OR ANY COURSE MATERIALS (COLLECTIVELY, THE "EDUCATION SERVICES") IS CONDITIONAL UPON THE PURCHASER OF THE EDUCATION SERVICES (THE "CUSTOMER"), AGREEING TO THESE TERMS AND CONDITIONS (THE "EDUCATION TERMS"). USE OF THE EDUCATION SERVICES BY CUSTOMER WILL BE DEEMED TO BE ACCEPTANCE OF THESE EDUCATION TERMS. IF YOU ARE USING THE EDUCATION SERVICES ON BEHALF OF A CUSTOMER WHICH IS A CORPORATION, COMPANY, PARTNERSHIP OR OTHER ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT AND WARRANT TO QLIK THAT YOU HAVE THE CAPACITY AND AUTHORITY TO ACCEPT THESE EDUCATION TERMS ON BEHALF OF YOURSELF AND YOUR EMPLOYER, AS APPLICABLE. ACCEPTANCE WILL BIND CUSTOMER TO THESE TERMS IN A LEGALLY ENFORCEABLE CONTRACT WITH QLIK. IF YOU DO NOT AGREE TO THESE EDUCATION TERMS, OR YOU DO NOT HAVE THE AUTHORITY TO ACCEPT THESE TERMS ON BEHALF OF CUSTOMER, DO NOT USE THE EDUCATION SERVICES.

## 2. Training Courses

### 2.1. Training Course Delivery Options

Qlik currently offers its training courses ("Training Courses") via the following delivery options:

Training Course Delivery Options	Description
(1) Public Classroom	Live public classroom training at a designated Qlik location. Courses are delivered by Qlik authorized instructors.
(2) Private Classroom	Live private classroom training at a designated Qlik location. Courses are delivered by Qlik authorized instructors.
(3) Onsite Classroom	Live private classroom training onsite at Customer's location. Courses are delivered by Qlik authorized instructors.
(4) Virtual Public Classroom	Live virtual public training using online (in the cloud) class environment consisting of live interactive webcasts, hands-on labs and mentoring. Courses are delivered by Qlik authorized instructors.
(5) Virtual Private Classroom	Live virtual private training using online (in the cloud) class environment consisting of live interactive webcasts, hands-on labs and mentoring. Courses are delivered by Qlik authorized instructors live through a virtual environment.
(6) Blended Learning Courses	Virtual Public or Private Classroom and self-placed learning

### 2.2. Requirements for Onsite Classroom Training Courses

Customer is responsible for compliance with all of the following requirements for all Onsite Classroom Training Courses:

- Maximum number of participants for Onsite Classroom Training Courses is 10 participants.

- Each participant must have a dedicated computer for the duration of the course.
- The course location must be of adequate size (as determined by Qlik) to support the actual number of participants attending the course.
- The course location facility must be equipped with the following:

(1) Projection equipment, including but not limited to an overhead projector, LCD panel, high-definition television or equivalent display device with a diagonal display area of 40 inches (one meter).

(2) A projection screen with a diagonal measurement of at least six feet (two meters).

(3) Room darkening for display purposes to be operated by instructor.

(4) A blackboard, whiteboard, or flipchart of at least 10 square feet (or one square meter).

(5) If indicated by Qlik for a particular course, a high-speed Internet connection (wired or wireless), of approximately 1.5Mbps of bandwidth so that all participants may connect in the same room.

## 3. Training Services. Qlik currently offers the following training services ("Training Services"):

### 3.1. Qlik Continuous Classroom (Qlik Hosted)

a. Qlik Continuous Classroom (Qlik Hosted) is self-service, on-line learning content hosted by Qlik. Access to Qlik Continuous Classroom (Qlik Hosted) ("QCCQH"), is provided on a subscription basis for the applicable subscription period, selected User type and authorized quantity of Users. Each User must be unique, named user, and User credentials may not be shared among individuals. Subject to the Users' compliance with these Education Terms and the payment of the applicable fees, Qlik grants to such Users a personal, limited, non-assignable, non-exclusive, and non-transferable term license, without the right to sublicense, to access and view QCCQH solely for such Users' personal training and education. "Users" shall mean Customer's employees or FTE contractors. The QCCQH subscription date shall start on the date that Qlik delivers the QCCQH subscription registration to Customer or its authorized reseller.

b. QCCQH for Individuals Users. Each User shall access QCCQH via such User's Qlik Account. User acknowledges and agrees that User's Qlik Account is confidential and nontransferable and may not be shared with any other person or entity. Further, any use of User's ULC to allow or permit another person or entity to access QCCQH shall terminate User's license to QCCQH.

c. Corporate / Full Access Subscriptions

(i) Corporate / Full Access Qlik Continuous Classroom (Qlik Hosted) (Corporate QCCQH). Upon the purchase of Corporate QCCQH, Customer (through its administrator), shall be responsible to enable, via the Qlik Subscription Management Portal ("SMP") for up to the amount of authorized quantity of Users.

(ii) Qlik Continuous Classroom for Professional Users – Basic Subscriptions (QCCPUB). If a Qlik software product subscription includes a subscription to Qlik Continuous Classroom for Professional Users – Basic Subscriptions, Customer (through its administrator), shall be responsible to enable the applicable licensed users via the SMP.

(iii) Customers are fully responsible for the proper use of the SMP, and any use of the SMP allowing or permitting (i) more than the authorized or licensed number of Users and (ii) any person (other than Customer's authorized Users) or entity to access Corporate QCCQH or QCCPUB shall terminate Customer's license to the applicable product.

d. QCCQH may include community forums, office hours, or other interactive features. Such features are provided by Qlik in its sole discretion, and Qlik makes no representation, warranty or covenant about the availability, content or timeliness of any such features. Users should refer to the Usage Guidelines for Qlik Continuous Classroom Interactive Forums for further information.

### 3.2. Qlik Continuous Classroom (Customer Hosted)

a. Qlik Continuous Classroom (Customer Hosted) is self-service, on-line learning content hosted by Customer. Qlik Continuous Classroom (Customer

Hosted) (QCCCH) is accessible only by the purchase of a QCCCH license by Customer for its Users. Subject to the Users' compliance with these Education Terms and the payment of the applicable fees, Qlik grants to such Customer and its Users a personal, limited, non-assignable, perpetual, non-exclusive, and non-transferable license, without the right to sublicense, to use the videos, exercises, quizzes and instructional materials that are made available by Qlik in QCCCH solely for such Users' personal training and education. Qlik in its discretion shall determine the content and medium of the components of QCCCH.

b. QCCCH Customers may host QCCCH on a web server or LMS system, provided that Customer is solely responsible for integration and/or implementation efforts for such hosting. Further, Customer is responsible to ensure that any third party hosting entity of QCCCH on its behalf is in compliance with these Education Terms.

c. For clarity, no interactive features, including but not limited to student forums and instructor office hours, are included with QCCCH. Customer may not copy, reproduce, publish, display, modify, rent, lease, distribute, sell, sublicense, transfer or use in any way all or any part of QCCCH. Under no circumstances may Customer resell or use QCCCH to offer or provide any training or education (whether or not for fee) to any third party, or to offer any training or education materials, instruction or courses that incorporate or relate in any way to QCCCH to any third party. Customer acknowledges and agrees that it is fully responsible for any changes, modifications, alterations or customizations it makes to QCCCH.

d. Updates to QCCCH are provided by Qlik only upon the purchase of QCCCH updates. QCCCH updates must be purchased within the 90-day period following the 1-year anniversary date of QCCCH purchase or last QCCCH updates purchased. Purchases of QCCCH updates made after such period shall require the purchase of all updates since the date of original QCCCH purchase or last QCCCH updates purchase.

### 3.3. Custom Application Training (CAT) Services

a. Custom Application Training Services are training videos for Customer prepared by Qlik and hosted by Customer. Subject to payment of the applicable fees and Customer's compliance with these Education Terms, Qlik will provide to CAT Customers the training video(s) ("Videos") for Customer's designated Qlik Applications applicable to the level of CAT Services purchased by Customer. Customer acknowledges that the CAT Services levels designate the number of total content minutes of Videos provided by Qlik, and do not guarantee that any specific number of Videos shall be provided by Qlik. Customer acknowledges that Qlik makes available resources to perform the CAT Services based upon the date of Customer's order. Accordingly, to the extent permitted by law, in the event that the CAT Services have not been completed by Qlik, due to any request by Customer or delay by Customer, by the earlier of (i) six (6) months from the date of the initial kickoff meeting, or (ii) 12 months from Customer's CAT Services order (the "CAT Services Expiration Date"), any amounts Customer has paid for the CAT Services shall expire and shall be forfeited. No refunds shall be provided for any such amounts previously paid, and Qlik shall have no liability to perform, and shall not perform, any CAT Services following the CAT Services Expiration Date.

b. Each Video will be delivered to Customer in a mutually agreed format such as MP4 or html. Customer is responsible to attend a kickoff meeting with Qlik to establish the requirements gathering process for the CAT Services. Customer shall work with Qlik to complete all requirements documents for each Video, which may include in person or on-line or telephone meetings between Customer and Qlik personnel. Further, Customer shall provide access to all Customer business and technical personnel needed for requirements gathering, and shall reasonably cooperate with Qlik in the performance of the CAT Services and shall provide Qlik with the information, feedback, instructions, and access to applicable equipment necessary to enable the timely performance of the CAT Services by Qlik in the manner provided herein. Customer shall be responsible for the completeness and accuracy of all information, data material, logos, trademarks and other intellectual property provided by Customer or its authorized representatives to Qlik. Customer represents and warrants that it has the full legal rights to provide the information, data, material, logos, trademarks, and other intellectual property (collectively, the "Customer Materials") to Qlik for inclusion in, or with respect to, the CAT Services.

c. The CAT Services also include applicable training reference card templates ("Reference Cards"), best practices for launching app and communication ("Launch Kit") and access to Qlik's adoption measurement tools to monitor user adoption metrics (collectively, the "CAT Materials"). Qlik grants to Customer a non-exclusive, non-transferrable, non-assignable perpetual license to use each Video and the CAT Materials delivered by Qlik for Customer and its Users' training and informational use. Customer may copy, modify and distribute to its Users the Reference Cards and the Launch

Kit for its Users training and informational use. Customer may not, rent, lease, distribute, sell, sublicense, transfer or use with any third party in any way any of the Videos or the CAT Materials. Customer shall not remove or alter any copyright or other proprietary rights notice of Qlik and/or its licensors in or on the Videos or any CAT Materials. All CAT Materials (and the intellectual property rights associated therewith) are and will remain at all times the sole and exclusive property of Qlik and its affiliates and licensors.

d. Qlik grants to Customer a non-assignable, non-transferable and non-exclusive right to access and use the Introduction to Qlik Training Content Videos in the CAT Services Application provided by Qlik solely for such Customer's Users' training and informational use. The foregoing videos may not be reproduced, modified, rented, leased, distributed, sold, sublicensed, transferred or used by any third party. Customer shall not remove or alter any copyright or other proprietary rights notice of Qlik and/or its licensors in or on the Qlik Training Content Videos.

### 3.4. Applied Data Analytics using Qlik Sense Blended Learning Course

a. Subject to payment of the applicable fees and Customer's compliance with these Education Terms, Qlik will provide the Applied Data Analytics using Qlik Sense (ADAQS) Blended Learning Course. ADAQS is a fifteen (15) week Training Course consisting of Virtual Instructor-Led Training and a twelve (12) month, full-access subscription to Qlik Continuous Classroom – Qlik Hosted. Each participant in ADAQS is entitled to an e-copy of *Turning Data into Wisdom. How We Can Collaborate with Data to Change Ourselves; How We Can Collaborate with Data to Change Ourselves, Our Organizations, and Even the World*, which may be accessed by redeeming a Qlik-provided voucher at participating marketplaces.

b. If Customer does not already have a Qlik Cloud Services tenant ("Customer Tenant"), then upon Customer's request, Qlik shall provide ADAQS Training Course participants with access to a limited term tenant on Qlik Cloud Services ("Training Tenant"). Notwithstanding anything to the contrary set forth in the applicable Qlik Cloud Services terms of service, ADAQS participants may use the Training Tenant only for instructional purposes in connection with the ADAQS Training Course and for no other purposes whatsoever. Any violation of the foregoing or any other provisions of the applicable Qlik Cloud Services terms of service shall result in the termination of participant's access to the Training Tenant. The Training Tenant and all content included therein will be available to Customer for a maximum of one hundred forty (140) days commencing one (1) week prior to the start date of the course. If Customer chooses to use a separately issued Qlik Cloud Services tenant ("Customer Tenant") for the ADAQS, Customer is responsible to ensure that its subscription for the Customer Tenant is valid for the entirety of the ADAQS course term.

c. ADAQS Training Courses are available as public or private Training Courses. The maximum number of participants in a private ADAQS Training Course is fifty (50). To confirm attendance at an ADAQS Training Course, each participant must confirm participation within the Introduction Tab in the Course Materials no later than Week 2 of the course. Upon the earlier to occur of (i) the end of Week 2 of the course or (ii) participant's confirmation, no requests to reschedule participation in a ADAQS Training Course will be permitted.

d. ADAQS may include forums, office hours, or other collaborative and/or interactive features (collectively, "ADAQS Forums"). The ADAQS Forums will include interaction and collaboration with other ADAQS participants. Accordingly, participants should not use any confidential, non-public, personally-identifiable or sensitive data in connection with ADAQS. Qlik has no responsibility or liability with respect to any content or data shared or used by any ADAQS participant. Further, in connection with the ADAQS and the Training Tenant, all ADAQS participants must comply with the Qlik Hosted Services Acceptable Use Policy located at [www.qlik.com/us/legal/legal-policies](http://www.qlik.com/us/legal/legal-policies).

### 3.5. QDI and Gold Client Classroom Training

Subject to payment of the applicable fees and Customer's compliance with these Education Terms, Qlik will provide either one-day or two-day classroom training for up to five (5) participants on applicable Qlik Data Integration ("QDI") products or Qlik Gold Client. Additional classroom days may be purchased. Any multi-day training must be scheduled on consecutive days. Classroom training is payable in advance. In the event that the training has not been scheduled by Customer or completed within 12 months from the date of purchase due to the Customer's delay, the training shall be forfeited with no right of refund. Training will generally follow the description below, but may change at Qlik's discretion based on duration of the training and needs of the customer.

a. **Replicate Training.** Replicate training includes an introduction to Replicate and Enterprise Manager and covers capabilities and features as well as database requirements, installation, tasks, source and target endpoints, troubleshooting, transformations, notifications and command line tools. Hands-on training is included.

b. **QDI for Data Warehouse Automation – Compose Training.** Compose Training includes an introduction to Compose and covers capabilities and features as well as an overview of data warehouse concepts, understanding business requirements, sources, business rules (transformations), installation, configuring connections and authorization, defining data models, mappings and transformations, creating and populating data warehouses and data marts, defining data marts and setting up scheduler and monitoring.

c. **QDI for Data Lake Creation – Compose Training.** Compose Training includes an introduction to Compose and covers capabilities and features as well as data pipeline controls, row level computations and lookup, types of provisioning, automatic schema evolution, archiving, source variables, generated code inspection, hive projects, project tuning, DevOps integration, and Customer specific use cases and general Q&A.

d. **Qlik Gold Client.** Gold Client classroom training is for project team members and includes an overview of the software, support access and portal and software security as well as a software demo, training to enable customer to copy additional data as needed, and access to Gold Client support portal containing all user guides and ability to submit support tickets.

## 4. Terms and Conditions

### 4.1. Payment

a. Proof of payment is required for all Education Services. Payment for all Education Services may be made by pre-purchased training cards ("Training Cards"). For Education Services other than CAT Services, payment may also be made by direct credit card payment, or at Qlik's discretion, upon Qlik invoice. If Qlik invoices Customer for any Education Services, such invoices are due and payable by Customer upon receipt. Unless specifically agreed to by the parties, payments shall not be contingent on an issuance of a purchase order by Customer. Late payments shall bear interest from the due date at the rate of the lower of one and one-half percent (1.5%) per month or such lower rate as may be mandated by applicable law. In addition, Qlik will be entitled at its own discretion to withhold further access to Education Services until such payments are made in full. The fees specified under these Education Terms do not include taxes, public fees, duties, deductions or withholdings (collectively, "Taxes"). If Qlik is required to pay or account for any Taxes, then such Taxes shall be borne by Customer (and may be billed to Customer on one or more invoices as applicable, which may be provided following the date of the applicable Training Course or date of registration for Training Services), except for taxes based on Qlik's income. Payments for Education Services are non-refundable and not subject to any right of offset. Any amounts payable by Customer to Qlik under any other agreement or arrangement, including but not limited to license or support fees, are not conditional on the delivery of Education Services hereunder. Customer is responsible for all travel or out-of-pocket expenses incurred by Customer's personnel participating in any Training Course.

b. For all Private and/or Onsite Training Courses, proof of payment is required no later than ten (10) business days prior to the Training Course start date. Failure to provide such prepayment may result in cancellation of the applicable Private and/or Onsite Training Course (and in such event, Customer shall be responsible for payment). For all Training Courses to be held at a non-Qlik location, Customer shall reimburse Qlik for all actual and reasonable travel, lodging and meal expenses incurred by Qlik to deliver such courses (collectively, "Qlik Expenses").

### 4.2. Training Cards

a. **Purchase and Redemption.** Training Cards are purchased by Customers in the currency of the Customer's location and may only be used by the Customer entity that purchased such Training Card. Training Cards are non-refundable and cannot be exchanged for cash or other Training Cards. A Training Card shall be activated by Qlik upon purchase thereof by Customer, and shall be identified by a specific Training Card number. All Training Courses and Training Services ordered, registered for, or attended on Customer's behalf that are paid for via a Training Card will incur the applicable reduction in the value of such Training Card equal to the value of Training Courses or Training Services ordered at the time of registration or payment. If the applicable charge for a Training Course or Training Service is greater than

the unused amount connected with Customer's Training Card, such amount may be applied against such Training Course or Training Service, and Customer shall be responsible for payment of the additional charges for such Training Course or Training Service. If Customer's proposed Private and/or Onsite Classroom Training Course exceeds the maximum number of participants, and Qlik agrees to accommodate any additional participants, the Customer shall be required to pay the additional amount to Qlik for such additional participants in accordance with Section 4.1 of these Terms.

b. **Expiration, Replacement and Non-transferability.** The amounts purchased on any Training Cards are valid for a period of twelve (12) months from date of purchase ("Training Card Term"). All applicable amounts on a Training Card used for Training Courses must be used for Training Courses that occur during the Training Card Term. To the extent permitted by law, and except as otherwise expressly provided herein, at the end of the Training Card Term, any remaining, unused amounts under the applicable Training Card Term shall expire and shall be forfeited. No refunds shall be provided for any remaining, unused value on any Training Card following expiration of the Training Card Term. Customers may add value to any Training Card at any time, provided that a separate Training Card Term shall apply to the new value added to the Training Card. Qlik is not responsible for a lost, expired, or invalid Training Card number. In order to obtain a replacement, Customer must provide valid proof of purchase from Qlik or the Qlik authorized partner from whom Customer obtained the Training Card number. Customer shall have no right to transfer or assign any Training Card to any affiliate or third party.

### 4.3. Training Courses Availability; Registration of Participants, Cancellation and Rescheduling

a. All Training Courses are subject to space availability and Qlik's scheduling requirements. Customer shall promptly complete all registration or information forms required for any Training Course. Prior to the start date of any Private or Onsite Training Course, Customer shall provide to Qlik the list of participants scheduled to attend such Training Course. In the event that a scheduled participant is unable to attend a Training Course due to illness or a new role at Customer, or if such participant is no longer employed by Customer, Customer may substitute another participant for such Training Course upon prior written notice to Qlik of such new participant's contact details.

b. Cancellations and requests by Customer to reschedule Public Classroom, Private Classroom, Onsite Classroom, Virtual Private or Virtual Public Classroom Training must be made at least ten (10) business days prior to the applicable Training Course start date in order to receive a full refund (excluding any nonrefundable Qlik Expenses). If Customer has paid by Training Card, such refund shall be credited to Customer's applicable Training Card number. No refunds or credits whatsoever shall be granted in the event such cancellation or rescheduling request is made less than ten (10) business days prior to the start date of the Training Course. Notwithstanding the forgoing, if Customer cancels any public or private training class purchased as part of a bundle combined with other training offerings (such as Qlik Continuous Classroom), the fees attributable to such class shall be placed on a Training Card that shall expire 1 year from the date the bundle was purchased.

c. Qlik reserves the right to reschedule or cancel a Training Course due to low enrollment or if necessitated by an emergency or other unforeseen circumstance. Customer shall be credited for the full amount paid by Customer for such course, which credit may be used before the expiration of the applicable Training Card Term or within ninety (90) days following the date of Qlik's notice of cancellation or rescheduling, whichever is later. Qlik shall not be liable for non-refundable travel arrangements made by Customer in the event of a course rescheduled or cancelled by Qlik or Customer.

### 4.4. Certification Vouchers

a. **Issuance and Availability.** Each Certification Voucher is valid for one (1) Certification Exam attempt by a named individual, regardless of the final score. Each Certification Voucher is valid for only one (1) Certification Exam attempt and cannot be used more than once. Certification Exams are the Qlik Product certification exams, which are only available at Qlik's authorized third party exam centers, currently Pearson Vue test centers ("Exam Center"). Certification Vouchers may be purchased directly from the Exam Center or included as part of a bundled offering purchased by Customer.

b. **Redemption, Replacement and Non-transferability.** Each Certification Voucher must be presented at the time of registration for a Certification Exam. All Certification Vouchers have an expiration date, which is distributed with the Certification Voucher code and are valid only from the date of issuance through such expiration date ("Certification Voucher Term"). Upon the expiration of the Certification Voucher Term, the Certification Voucher shall expire and shall be forfeited. Certification Vouchers may only be applied to Certification Exams and cannot be used for any other Education Services,



exchanged for any Training Cards, or redeemed for cash. Qlik is not responsible for any lost, expired, or invalid Certification Vouchers, and no replacements shall be provided. Customer shall have no right to transfer or assign any Certification Voucher to any affiliate or third party.

#### 4.5. Customer Obligations

a. If Qlik is to perform any Education Services at Customer's site or location, Customer shall carry and maintain public liability insurance and employers' liability insurance, covering its employees, suppliers and contractors engaged at its premises, in amounts no less than required by the applicable law. Customer shall be responsible to comply with all of Qlik's policies and procedures that have been identified to Customer, including but not limited to health and safety, access to Qlik's equipment and systems, and confidentiality (collectively, "Qlik Policies" or individually, a "Qlik Policy"). Qlik reserves the right to remove from any Training Course or refuse to admit to any Training Course any participant who is not in compliance with any Qlik Policy.

b. Customer agrees to provide timely feedback to Qlik following completion of each Training Course or applicable Training Service, which may include satisfaction forms, customer surveys or evaluations (collectively, "Feedback"). To the extent that Customer provides any Feedback or any other suggestions, data, information, comments or ideas with respect to Qlik's products and services (individually and collectively "Contributions"), Customer acknowledges and agrees that any and all Contributions made by Customer or any of its participants shall be deemed the confidential and proprietary property of Qlik. Customer expressly assigns, transfers and conveys all right, title and interest in and to the Contributions to Qlik. Customer agrees that Qlik and its designees will be free to use, copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and licensees, incorporate and otherwise use and exploit the Contributions, including derivative works thereto, for any and all commercial and non-commercial purposes, without any liability or obligation to Customer whatsoever.

#### 4.6. Access to Training Courses; Ownership

a. If required for any Training Course, Qlik shall provide the applicable participants with an evaluation version of the applicable Qlik proprietary software to use during a live public or private classroom Training Course for instructional purposes only (the "Training Software") and such right to use the Training Software shall automatically terminate upon conclusion of the applicable Training Course. Attendance at a Training Course does not entitle any Customer or participant to any license whatsoever to any Qlik Software.

b. In connection with the Training Services or a Training Course, Qlik may distribute to or make available for download by participants Qlik-branded Training Course materials, in printed form or other medium ("Course Materials"). Subject to Customer's compliance with these Education Terms and the payment of the applicable fees, Qlik grants to Customer a personal, limited, non-assignable, non-exclusive, and non-transferable right, without the right to sublicense, to use the Course Materials solely for Customer's personal training and education.

c. Customer may not copy, reproduce, modify, rent, lease, distribute, sell, sublicense, transfer or use in any way except for in accordance with the limited right granted herein the Course Materials, the Training Services, Training Courses or any part thereof. Customer may use the information contained in the Course Materials, the Training Services and the Training Courses solely for education purposes only and may not disclose or make available to any person any information contained therein, except to others who have also rightfully received the same Course Materials, Training Services or Training Courses from Qlik. Except for the limited right to use granted herein, all rights in and to the Training Courses, Training Services and the Course Materials, and all copies thereof, are retained by Qlik and its licensors, including, without limitation, all patent rights, copyrights, trademark rights and trade secret rights. Customer shall not remove or alter any copyright or other proprietary rights notice of Qlik and/or its licensors in or on the Course Materials. All Training Services, Training Courses and Course Materials and the intellectual property rights associated therewith are and will remain at all times the sole and exclusive property of Qlik and its affiliates and licensors, and Customer has no right, title or interest in or to the Training Services Training Courses, Course Materials or the intellectual property associated therewith.

d. Certain Education Services require Customer to have sufficient Internet access. Qlik is not responsible for Customer's inability to access any such Education Services due to User's failure to have adequate Internet or bandwidth capabilities, or for any failure of the Internet or other communications or connectivity networks, or any disruptions or inaccessibility caused by third party sites, software or hardware.

#### 4.7. Verification

Customer understands that Qlik may contact Customer, using the information provided by Customer, and that Qlik may verify such contact information in accordance with Qlik's then current privacy policy. Qlik has no obligation to allow Customer to use or access the Training Services, any Training Course and/or the Course Materials, unless Qlik is satisfied, in its discretion, that Customer is a bona fide trainee, that Customer has all necessary valid Customer licenses, if any, that Customer has paid the applicable fees for use of the Training Services, Training Courses and/or Course Materials, and that the information provided by Customer to Qlik in registering for the Training Services, Training Courses and/or Course Materials is current, accurate and complete and in compliance with Export Control Laws.

#### 4.8. Confidentiality

Customer acknowledges and agrees that the intellectual property associated with the Training Services, Training Courses and the Course Materials, and any other nonpublic information of a technical or commercial nature concerning Qlik or the Training Services, Training Courses and the Course Materials disclosed to Customer in connection with these Education Terms constitute Qlik's proprietary information and trade secrets, and Customer agrees to hold such information in strict confidence, and not disclose or otherwise share the Training Services, Training Courses or Course Materials or any other confidential information with any third party except as expressly provided in these Education Terms.

#### 4.9. Disclaimer and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TRAINING SERVICES, THE COURSE MATERIALS AND THE TRAINING COURSES ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY SET FORTH IN THESE EDUCATION TERMS, QLIK AND ITS AFFILIATES AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED (BY STATUTE, COMMON LAW OR OTHERWISE). Qlik does not warrant that: (i) the Course Materials, the Training Services or any Training Course will meet Customer's or its Users' requirements; or (ii) the content of any Training Services, Course Materials or any Training Course will be error free.

The Training Tenant made accessible as part of the ADAQS is provided "AS-IS" and without any warranty and Qlik shall have no indemnification obligations nor liability of any type with respect to the Training Tenant unless such exclusion of liability is not enforceable under applicable law in which case Qlik's liability with respect to the Training Tenant shall not exceed \$1,000.

IN NO EVENT SHALL QLIK OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND ARISING UNDER ANY THEORY OF LIABILITY (INCLUDING TORT), INCLUDING WITHOUT LIMITATION DAMAGES OR LOSSES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS DATA OR INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF QLIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. QLIK'S MAXIMUM AGGREGATE LIABILITY FOR ANY EDUCATION SERVICES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO QLIK (EXCLUDING ANY QLIK EXPENSES) FOR THE APPLICABLE EDUCATION SERVICES GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THESE EDUCATION TERMS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EDUCATION SERVICES IS DONE AT USER'S OWN DISCRETION AND RISK. QLIK AND ITS SUPPLIERS SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

#### 4.10. Termination

These Education Terms are effective until terminated. Customer may terminate these Education Terms for convenience at any time by uninstalling, destroying or returning to Qlik all copies of the Training Services, Training Courses or Course Materials in Customer's possession or within its control; provided, however, that no such termination shall entitle Customer to a refund of any amounts paid or Training Cards used with respect to the applicable Training Services Training Courses or Course Materials. Qlik may terminate these Education Terms immediately at any time for by written notice to User

if Customer has breached any of these Education Terms. Upon termination, all license(s) granted hereunder, if any, shall automatically terminate, Customer shall promptly uninstall, destroy or return to Qlik all copies of the Training Services, Training Courses and Course Materials in Customer's possession or within its control and shall certify in writing that all known copies have been uninstalled, destroyed or returned to Qlik. All provisions relating to confidentiality, Qlik's ownership and proprietary rights, limitations of liability, disclaimers of warranties, waiver, payment, governing law, jurisdiction and venue shall survive the termination of these Education Terms.

#### **4.11. Compliance with Laws**

Customer acknowledges that its access and/or license to the Education Services and/or the rights and licenses to use the and Course Materials hereunder may be subject to the export control laws of the United States, and Customer agrees to comply with all applicable export control laws. Customer agrees at all times to comply with applicable laws and regulations in connection with these Education Terms, including, without limitation, the provisions of the United States' Foreign Corrupt Practices Act and the United Kingdom's Bribery Act 2010.

#### **4.12. General**

a. Qlik may assign all or part of the Education Services to be performed hereunder to an affiliate or third party. Qlik retains the right to assign, reassign and substitute personnel at any time. Provided that Qlik has used reasonable efforts to provide a suitable replacement (which shall always be subject to Qlik personnel availability), Qlik shall not be liable in the event of non-availability of any personnel due to death, leave, illness, family emergency, change of position, termination of employment or subcontract, or other similar reasons.

b. Qlik may at any time and from time to time modify the terms and conditions hereunder, provided that any such modification will be prospective only and not retroactive, that is, any such modification will not affect Education Services or Training Cards purchased prior effective date of such revision.

c. These Education Terms shall be governed by the laws of the jurisdiction that governs the license or other agreement for Customer's use of Qlik's proprietary software (the "Qlik Agreement"). If Customer does not have a Qlik Agreement, then the following shall apply: These Education Terms shall be governed by the laws of the Commonwealth of Pennsylvania, USA (excluding the conflict of law rules of any jurisdiction 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 these Education Terms (including, without limitation, any non-contractual dispute or claim) will be brought before the federal and state courts of Delaware County in the Commonwealth of Pennsylvania USA and the parties hereby expressly and irrevocably submit to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding. USER EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THESE EDUCATION TERMS.

d. These Education Terms constitute the entire agreement between the parties with respect to the use of the Education Services, and supersedes all prior or contemporaneous agreements and representations, whether verbal or written, pertaining to Education Services only. These Education Terms shall also supersede any Customer purchase order or order form. Unless otherwise specified in Customer's Qlik Agreement, in the event of any conflict between Customer's Qlik Agreement and these Education Terms, the terms of these Education Terms shall supersede any provisions of such Qlik Agreement with respect to Education Services; provided that if Customer's Qlik Agreement was entered into between Qlik and Customer after July 18, 2012, in the event of any conflict between such Qlik Agreement and Sections 4.6, 4.7, 4.8, 4.10 and 4.11 of these Education Terms, the terms of such Qlik Agreement shall supersede such sections in these Education Terms.

e. All notices or other communications to Qlik shall be addressed to: QlikTech Inc., 211 S. Gulph Road, Suite 500, King of Prussia, PA 19406, Attention: Legal Department.