



## Consulting Services Terms

1. Unless otherwise agreed in writing, any consulting services ("Consulting Services") provided by Qlik to a client ("Client") are subject to and governed by these Consulting Services Terms and Conditions ("Terms"). Consulting Services may be described in an Order Form and also may be subject to a Statement of Work ("SOW") referencing these Terms and executed by authorized representatives of Qlik and Client.

2. Client shall obtain all necessary consents, permissions and authorizations to enable Qlik and/or its subcontractors to provide the Consulting Services and shall provide access to all staff and data necessary for Qlik's performance of the Consulting Services. Client is responsible for the completeness and accuracy of all information, data and material provided by or on behalf of Client to Qlik.

3. Qlik may delegate all or part of the Consulting Services to be performed hereunder to a Qlik affiliate or third party. Qlik retains the right to assign, reassign and substitute personnel at any time.

4. If the Consulting Services are to be performed at Client's location: (i) Client will provide, and shall ensure it has all rights to provide, all necessary working facilities (including, but not limited to, meeting facilities, desks, computers, software, hardware, equipment, telephone, facsimile, internet access, and access to the applicable locations, computers and systems of Client) to enable Qlik to perform the Consulting Services at License's premises; (ii) Client shall ensure that the premises at which the Consulting Services are to be carried out comply at all times with all applicable legislation, including but not limited to, any applicable health or safety laws, rules and regulations; and (iii) ensure that its employees and contractors cooperate fully with Qlik in relation to the provision of the Consulting Services.

5. Client is responsible for all reasonable travel and living expenses incurred in connection with the Consulting Services in accordance with Qlik's Travel Expense Policy. Without prejudice to its other rights and obligations, if any fee payable by the Client is not paid by the due date, Qlik shall be entitled in its discretion to suspend the provision of any Consulting Services hereunder until such time as payment is made.

6. Consulting Services are conducted and billed on an hourly basis. Any reference to Days or Daily is equal to eight (8) hours of service. For the duration of the Consulting Services

engagement or a period of twelve (12) months from the effective date of any Order Form referencing such Consulting Services, whichever is shorter, Qlik will provide the services at rates set forth in the Order Form. Thereafter, Qlik's then standard Consulting Services rates shall apply unless otherwise agreed in writing between Client and Qlik. To the extent permitted by law, at the end of the Consulting Services term (as identified in an order form or SOW), any remaining, unused Prepaid Consulting Services shall expire and shall be forfeited. No refunds shall be provided for any remaining, unused Prepaid Consulting Services following expiration of the Consulting Services Term. Prepaid Consulting Services are calculated based on the currency and location in which they are purchased, and may only be used by the Licensee entity that purchased such Prepaid Consulting Services and in such location.

7. Client 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. All work will be performed on a time and materials basis and the Client will be invoiced for the actual (and not estimated) time spent in providing the Consulting Services to the Client.

8. Client is responsible for supplying Qlik with any required information within any timeline set out in an SOW. Client is also responsible to assign a contact person who will be available to answer any questions in person or by telephone and also have the authority to make prompt decisions.

9. Client acknowledges and agrees that any Consulting Services to be held at Client's location have been reserved specifically for Client. Any cancellation or rescheduling of any such on-site Consulting Services requires at least ten (10) business days' written notice prior to the date of the scheduled Consulting Services. No refunds of any Consulting Services fees will be given for any cancellation made less than ten (10) business days prior to the scheduled Consulting Services start date. Client will also be responsible for any non-refundable 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 guaranty that any such rescheduling can be accommodated.

10 (a) Qlik warrants that the Consulting Services shall be performed using reasonable care and skill consistent with generally accepted industry standards. For any claimed breach of this warranty, Client shall promptly notify Qlik of the warranty claim within five (5) business days of Client's receipt of the applicable Consulting Services. Client's sole and exclusive remedy for any breach of this warranty shall be, at Qlik's sole option, re-performance of the non-compliant Professional Services or return the fees paid for the non-compliant Consulting Services. Client shall provide reasonable assistance to Qlik in Qlik's efforts to furnish a remedy for any breach of this warranty regarding Professional Services.

(b) Qlik will have no liability to Client with respect to any warranty claim made pursuant to Section 10(a), 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 Client 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 contractors; 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. QLIK AND ITS AFFILIATES AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED (BY STATE COMMON LAW OR OTHERWISE) INCLUDING WITHOUT LIMITATION, AS TO THEIR ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF QLIK HAS BEEN INFORMED OF SUCH PURPOSE, AND ANY REPRESENTATIONS, WARRANTIES OR OTHER TERMS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

11. EXCEPT FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY FOR DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CLIENT FOR THE APPLICABLE SERVICES WHICH GAVE RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE SUPPLIERS, RESELLERS OR AFFILIATES BE LIABLE FOR ANY LOSS OF

PROFITS OR REVENUES, SAVINGS, GOODWILL, DATA OR INACCURACY OF ANY DATA OR COST OF SUBSTITUTE GOODS OR SOFTWARE REGARDLESS OF THE THEORY OF LIABILITY OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS, HOWSOEVER ARISING, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THESE TERMS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. Qlik and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Consulting Services and the deliverables provided, including all patents, trademarks (registered or unregistered), trade names, copyrights, trade secrets and any Confidential Information which Qlik may disclose. Qlik grants to Client a license to use any deliverable with the same scope and limitations as the license Client has for the Qlik proprietary software that is the subject matter of such deliverable.

13. Client acknowledges and agrees that all intellectual property associated with the Consulting Services and any other nonpublic information of a technical or commercial nature concerning Qlik or the Consulting Services constitute Qlik's proprietary and confidential information and trade secrets ("Qlik Confidential Information"). Any nonpublic information disclosed by or on behalf of Client during or in relation to Qlik's performance of Consulting Services that is identified as confidential or proprietary shall constitute Client Confidential Information. Confidential Information of a party does not include information which, and solely to the extent it (i) is generally available to the public other than as a result of a disclosure by the receiving party or any of its representatives; (ii) was known to the receiving party prior to the date hereof on a non-confidential basis from a source other than disclosing party or its representatives; (iii) is independently developed by the receiving party without the benefit of any of the disclosing party's Confidential Information; (iv) becomes lawfully known to the receiving party on a non-confidential basis from a source (other than disclosing party or its representatives) who is not prohibited from disclosing the information to the receiving party by any contractual, legal, fiduciary or other obligation or (v) was disclosed by disclosing party to a third party without an obligation of confidence. Each party will protect such information from unauthorized distribution and use with the same degree of care that it uses to protect its own like information, but in no event less than a

reasonable degree of care. The receiving party shall not disclose 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. The parties acknowledge and agree that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Section 13 and that such breach would cause irreparable harm to the disclosing party and therefore such party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under these Terms.

#### 14. General

a. These Terms shall be governed by the laws of the jurisdiction that governs the license or other agreement for Client's use of Qlik's proprietary software (the "Qlik Agreement"). If Client does not have a Qlik Agreement, then these Terms shall be governed by and construed in accordance with the substantive laws in force in:

i. The Commonwealth of Pennsylvania, USA, if Client is located in the United States, Canada, or Mexico; or,

ii. Japan, if Client is located in Japan; or,

iii. Singapore, if Client is located in a member state of the Association of Southeast Asian Nations, the People's Republic of China (including Hong Kong S.A.R. and Macau S.A.R.), Taiwan, or the Republic of Korea; or,

iv. Sweden, if a Client is located in any jurisdiction not described above;

and the respective courts of:

(1) Pennsylvania, United States, when Pennsylvania law applies;

(2) Tokyo District Court in Japan, when Japanese law applies;

(3) When Singapore law applies, any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this Section 14. There shall be one arbitrator, selected jointly by the parties. If the arbitrator

is not selected within thirty (30) days of the written demand by a party to submit to arbitration, the Chairman of the SIAC shall make the selection. The language of the arbitration shall be English; and

(4) the competent courts of Stockholm, Sweden, when the law of Sweden applies.

Client expressly waives any right to a jury trial regarding disputes related to these Terms.

b. Neither Party will have any liability under these Terms to the extent that it is delayed, prevented or hindered in performing any of its obligations under these Terms (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.

c. Client agrees to comply with all export control laws applicable to the Consulting Services.

d. These Terms, any SOW attached hereto and the Qlik Agreement constitute the entire agreement between the parties with respect to the Consulting Services, and supersede all prior or contemporaneous agreements and representations, whether verbal or written, pertaining to Consulting Services only. These Terms shall also supersede any Client purchase order or Client order form. In the event of a conflict between the terms and conditions of these Terms and the terms and conditions of any SOW, the terms and conditions of these Terms shall prevail except for, if otherwise or further specified in an SOW, matters of fees, payment and reimbursement of expenses. Unless otherwise specified in Client's Qlik Agreement, in the event of any conflict between Client's Qlik Agreement and these Terms, these Terms shall supersede any provisions of such Qlik Agreement with respect to Consulting Services; provided that if Client's Qlik Agreement pertains to the use of QlikView® software and was entered into between Qlik and Client after July 18, 2012, in the event of any conflict between such Qlik Agreement and Sections 9 through 14 inclusive, of these Terms, the terms of such Qlik Agreement shall supersede such sections in these Terms.

e. All notices or other communications to Qlik shall be addressed to: QlikTech Inc., 150 N Radnor Chester Rd, Suite E220 Radnor, PA 19087; Attention: Legal Department.