



# OEM Additional Products Terms

The following terms apply to any license of the following Qlik Products. Unless otherwise defined below, capitalized terms shall have the meanings ascribed to them in the OEM Partner Agreement. For clarity, unless otherwise expressly stated, the following terms are in addition to those set forth in the OEM Partner Agreement.

## 1. Qlik OEM DataMarket Services Terms and Conditions

1.1 **Data Services** means Qlik's DataMarket data subscription service developed and owned by Qlik and its Affiliates and their respective licensors that Qlik provides or makes available to Partner in association with the OEM Partner Agreement. **Data** means the data included in the Data Services, including any updates thereto. The Data provided hereunder is licensed, not sold. To the extent not expressly licensed to Partner hereunder, Qlik, its Affiliates, and their respective vendors, suppliers or licensors where applicable, reserve and retain all right, title and interest in and to the Data and all IP Rights embodied therein.

1.2 **Permitted Use**. Subject to the terms of the OEM Partner Agreement and Section 1.3 below, Partner is granted a non-exclusive, non-transferable, non-assignable, revocable and limited right, during the Data Services Subscription Term to (a) access, use, implement and integrate the Data Services, solely in conjunction with its authorized use of the Qlik Products to create the OEM Product in accordance with the OEM Partner Agreement, and (b) make the Data available to Customers within the OEM Product subject to the restrictions below in a view only format.

1.3 **Prohibitions and Restrictions**. Except as expressly permitted in Section 1.2, Partner will not, nor will it permit or authorize anyone to (a) use the Data for any other purpose, (b) distribute, convey, lend, lease, share, sell, charge for the right to use, transfer, market, sublicense, rent or otherwise make available any of the Data to any third party, including, but not limited to, on a stand-alone basis, as an integrated component of any product other than the OEM Product or in a manner that would permit a third party to sublicense or distribute the Data, (c) remove any copyright, trademark or other proprietary notice from the Data, (d) decompile (including, without limitation, to re-identify any personally identifiable information contained therein), modify or alter any part of the Data; (e) use the Data in any manner that violates applicable law; or (f) if applicable, permit access to or use of the Data by more than the contracted number of users.

1.4 **Attribution**. Partner acknowledges that, as a condition of publishing, displaying, presenting or otherwise disclosing certain Data, Partner is required to attribute the source of the Data used in such publication, presentation, display or disclosure to the publisher of such Data, as set forth at [www.qlik.com/license-terms](http://www.qlik.com/license-terms).

1.5 **Data Security**. Partner shall maintain reasonable technical and procedural access controls and security systems to safeguard the Data downloaded and stored. Partner is directly responsible for any violations of these Data Services terms by anyone that Partner allows to access the Data.

1.6 **Data Services Subscription Termination**. The Data Services Subscription Term set forth in the OEM Agreement, and Partner's right to use the Data Services, may be terminated by Qlik if Partner breaches the terms of these Data Services terms. If any material portion of the Data Services becomes unavailable to Qlik (and such unavailability is not due to Partner's breach of these terms), and Qlik is unable to replace such Data with similar Data, then Partner may terminate the Data Services Subscription Term and receive a refund of the prorated Subscription Fees associated with the unused portion of the Data Services.

1.7 **Disclaimer of Warranties; Limitation of Liability; Indemnity**. FOR CLARITY, ANY WARRANTY OR LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THE OEM PARTNER AGREEMENT EXPRESSLY DO NOT APPLY TO THE DATA SERVICES.

(a) THE DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QLIK AND ITS DATA VENDORS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE DATA, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TIMELINESS, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, QLIK AND ITS DATA VENDORS DISCLAIM ANY WARRANTY THAT PARTNER'S, SUB-PARTNERS OR CUSTOMERS USE OF THE DATA WILL BE UNINTERRUPTED OR ERROR FREE. QLIK DOES NOT WARRANT OR GUARANTEE THAT IT WILL CORRECT ANY ERRORS OR INACCURACIES IN THE DATA. PARTNER HEREBY ACKNOWLEDGES THAT QLIK RETRIEVES, AGGREGATES, NORMALIZES AND DELIVERS THE DATA FROM A WIDE VARIETY OF THIRD PARTY SOURCES AND DOES NOT GENERATE OR CREATE THE DATA ITSELF. THIS DISCLAIMER SHALL APPLY NOTWITHSTANDING ANY WARRANTIES MADE WITH REGARD TO THE QLIK PRODUCTS OR ANY OTHER STATEMENTS TO THE CONTRARY CONTAINED IN THE AGREEMENT. USE OF THE DATA DOES NOT IMPLY ENDORSEMENT OR CERTIFICATION OF SUCH USE BY QLIK OR ANY OF ITS DATA VENDORS.

(b) EXCEPT FOR PARTNER'S, SUB-PARTNERS' OR CUSTOMERS' UNAUTHORIZED USE OF THE DATA OR SERVICES, EACH PARTY'S MAXIMUM, CUMULATIVE LIABILITY FOR ANY CLAIMS, LOSSES, COSTS (INCLUDING ATTORNEY'S FEES) AND OTHER



DAMAGES ARISING UNDER OR RELATED TO THESE QLIK OEM DATAMARKET SERVICES TERMS AND CONDITIONS, 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 THE PARTNER ATTRIBUTABLE TO THE SPECIFIC DATA SERVICES GIVING RISE TO SUCH DAMAGES. IN NO EVENT WILL QLIK, ITS AFFILIATES, OR VENDORS BE LIABLE FOR ANY INACCURACY OF THE DATA, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING AND REGARDLESS OF THE THEORY OF LIABILITY. THE LIMITATIONS AND DISCLAIMERS CONTAINED IN THIS ADDENDUM WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

(c) Partner shall indemnify, defend and hold Qlik harmless from any and all damages and reasonable and verifiable costs and expenses (including without limitation reasonable attorneys' fees) that may be incurred by Qlik in connection with or arising out of third party claim alleging any breach by Partner, any Partner Affiliate or any Sub-Partner of the provisions of these Data Services Terms.

1.8 Free Services. Certain Data may be made available to Partner through the Qlik Products without a subscription fee ("No Fee Data"). Partner is not required to use the No Fee Data. Qlik reserves the right to add or remove any No Fee Data or to discontinue or alter content, availability and other characteristics of the No Fee Data Service at any time.

1.9 Weather Source Data. The following provisions apply to the Weather Source Data included in the Data Services:

- All rights, title and interest to the Weather Source data remain with Weather Source.
- Redistribution of the Weather Source data to third parties outside of the OEM Product is not authorized. Partner and OEM Product Customers are prohibited from reselling any Weather Source data as a standalone product. OEM Product Customers may export Weather Source data to excel/pdf/word formats solely for their internal use only. Partner is required to include this restriction in its agreements with Customers.
- Partner acknowledges that, as a condition of publishing, displaying, presenting or otherwise disclosing the Weather Source data, Partner is required to, and hereby agrees to, include notices attributing the source of the Weather Source Data used in such publication, presentation, display or disclosure to the publisher of such Weather Source Data, as set forth at [www.qlik.com/license-terms](http://www.qlik.com/license-terms).
- The Weather Source Data is provided "AS-IS." Weather Source makes no warranties or representations as to the quality or accuracy of the Weather Source Data.

## 2. Qlik OEM Web Connectors Terms and Conditions

2.1 "Qlik OEM Web Connectors" means the connectors developed and owned by Qlik and its Affiliates and their respective licensors for OEM Partners that Qlik provides or makes available to Partner in association with the OEM Partner Agreement. Qlik OEM Web Connectors provided hereunder are licensed, not sold. To the extent not expressly licensed to Partner hereunder, Qlik, its Affiliates, and their respective vendors, suppliers or licensors where applicable, reserve and retain all right, title and interest in and to the Qlik OEM Web Connectors and all IP Rights embodied therein.

2.2. Permitted Use. Subject to the terms of the OEM Agreement and Section 2.3 below, Partner is granted a non-exclusive, non-transferable, non-assignable, revocable and limited right, during the Qlik OEM Web Connectors Subscription Term to access, use, implement and integrate the Qlik OEM Web Connectors, solely in conjunction with its authorized use of the Qlik Products to create the OEM Product in accordance with the OEM Partner Agreement.

2.3. Prohibitions and Restrictions. Except as expressly permitted in Section 2.2, Partner will not, nor will it permit or authorize anyone to (a) decompile, reverse engineer, modify or alter any part of the Qlik OEM Web Connectors; (b) use the Qlik OEM Web Connectors in any manner that violates applicable law; (c) permit or authorize any customer, prospect or any third party to distribute, convey, lend, lease, share, copy, sell, charge for the right to use, transfer, market, sublicense, rent or otherwise make available the Qlik OEM Web Connectors to any third party, including any Qlik OEM Web Connector created with the software development kit; or (d) use the Qlik OEM Web Connectors for the purpose of monitoring availability, functionality or performance for benchmarking or competitive purposes. Partner shall not disclose or provide any Software license keys or any other credentials used to access any Qlik OEM Web Connectors to any user that is not an employee or independent contractor of Partner or an Affiliate. Partner hereby agrees that it shall be responsible for all acts and omissions of any user to whom Partner provides any software license keys and/or any Qlik credentials.

2.4 Updates and Support. Partner acknowledges that use of the Qlik OEM Web Connectors to access web-based applications or services may be governed by third party terms and conditions. Partner agrees it is solely responsible to comply with such third-



party terms and that Qlik shall have no liability for any claims relating to third party web-based applications, services or data sources. Qlik may terminate the Qlik OEM Web Connectors subscription term set forth in the OEM Agreement and the Partner's right to use the Qlik OEM Web Connectors upon written notice, if and only to the extent reasonably necessary to comply with any third-party restrictions. Partner further acknowledges that Qlik has no control over any third-party application programming interface ("API") or any third-party data which may be used in conjunction with the Qlik OEM Web Connectors. Qlik shall have no liability for the Qlik Web Connectors if any third-party APIs are changed or discontinued by the respective third parties. Partner shall promptly apply any updates to the Qlik OEM Web Connectors, which are made available from time to time. Accordingly, Partner acknowledges and agrees that notwithstanding anything to the contrary in the OEM/SaaS Maintenance Policy or any Release Management Policy, Qlik shall provide Second-Line Support only with respect to the most current update of each Qlik OEM Web Connector, and that Qlik shall have no obligation or liability under this OEM Partner Agreement to support any other version or update of any Qlik OEM Web Connectors.

**2.5 Qlik OEM Web Connectors Subscription Termination.** The Qlik OEM Web Connectors Subscription Term set forth in the OEM Partner Agreement, and Partner's right to use the Qlik OEM Web Connectors, may be terminated by Qlik if Partner breaches the terms of these Qlik OEM Web Connectors terms.

**2.6 Free Services.** Certain Connectors may be made available to Partner without a subscription fee ("Standard Connectors"). STANDARD CONNECTORS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND AND QLIK DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY WARRANTY THAT USE OF THE CONNECTOR WILL BE UNINTERRUPTED OR ERROR FREE. Qlik reserves the right at any time to add, remove, discontinue or alter the content, availability and other characteristics of the Standard Connectors without obligation or liability to Partner.

**2.7 Pass-Through Terms.** Partner is required to include the following in its agreement with any Customer accessing the Qlik OEM Web Connectors:

- In connection with any use of the Qlik OEM Web Connectors, Customers are required to comply with applicable law, regulation, and the third-party terms for Qlik Web Connectors located at [www.qlik.com/license-terms](http://www.qlik.com/license-terms).
- For any YouTube Connectors, Partner must include a link to YouTube's Terms of Service (<https://www.youtube.com/t/terms>), and include a statement that by using those API Clients, users are agreeing to be bound by the YouTube Terms of Service.
- For any Google Connectors, the Qlik Mailbox Connector or Qlik Notification Connector, Partner must include a line to Google's Terms of Service (<https://developers.google.com/terms/>) and include a statement that by using those API Clients, users are agreeing to be bound by the Google Terms of Service.
- Certain Connectors require each end user to sign up to a subscription with the API owner in order to access the Connector. Qlik shall have no responsibility or liability if end user cannot access the Connector due to end user's failure to obtain or maintain the applicable subscription with the API owner.

**2.8 Beta Connectors.** Certain early release Connectors may be made available to Partner ("Beta Connectors"). Partner is not required to utilize any Beta Connector. BETA CONNECTORS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND QLIK DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY WARRANTY THAT USE OF ANY BETA CONNECTOR WILL BE UNINTERRUPTED OR ERROR FREE. Beta Connectors are provided without any maintenance or support services, and Qlik shall have no responsibility for any production and/or test use of the Beta Connectors by Partner. Further, Qlik reserves the right at any time not to provide or to discontinue provision of any or all of the Beta Connectors, or any of the features or functionality of the Beta Connectors without obligation or liability to Partner.