



## Qlik Sense® Cloud Terms of Service

Please read these Qlik Sense® Cloud Terms of Service (the “Terms of Service”) fully and carefully before using the [qlikcloud.com](https://qlikcloud.com) (the “Site”) and the Qlik Sense® Cloud service (together with the Site, the “Services”) selected by you and offered by QlikTech International AB and its affiliates (“Qlik”, “we”, “us” or “our”).

BY CLICKING ON THE “I ACCEPT” BUTTON OR ACCESSING OR OTHERWISE USING THE SITE OR THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT ALL SUCH USE IS SUBJECT TO THESE TERMS OF SERVICE. ANY SUCH USE WILL CONSTITUTE SUCH ACCEPTANCE AND RESULT IN A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN YOU AND QLIK. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANY CORPORATION, PARTNERSHIP, ASSOCIATION OR OTHER ENTITY OR GROUP, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY OR GROUP TO THESE TERMS OF SERVICE.

### 1. Eligibility

**1.1.** By registering for and/or using the Services or the Site in any manner, you agree to these Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you. Certain of the Services may be subject to additional terms and conditions specified by us from time to time, and which are incorporated into these Terms of Service by this reference. The Site contains links to other Qlik websites. If you choose to access any other Qlik site, you will be responsible for agreeing to the applicable terms of use for such site. If you do not agree to such terms of use, you should not access, visit or participate in such sites.

**1.2.** You represent and warrant that you are at least 18 years of age. If you are under age 18, you may not, under any circumstances or for any reason use the Services without the permission of a parent or guardian. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria for the Services at any time. Your right to access the Services shall be automatically revoked where these Terms of Service or your use of the Services is prohibited or to the extent our offering, sale or provision of the Services to you conflicts with any applicable law, rule or regulation to which you are subject.

### 2. User Account Registration and Maintenance

To sign up for the Services, you must register for a user account on the Site (a “User Account”). You must provide accurate, up to date and complete information and keep your User Account information updated. You shall not use another person’s user account or registration information, or provide your User Account information registration information to anyone else. You shall have the ability to suspend your User Account, either directly or through a request made to one of our employees or affiliates. You are solely responsible for the activity that occurs on your User Account, and for keeping your User Account password secure. In connection with your User Account, you agree that Qlik may send you important information and notices regarding the Site by email, text messaging or other means based on the information you have provided to Qlik.

### 3. Services and Scope of Use

**3.1. Services.** In connection with registering for a User Account or subscribing to Services, you may be asked to select or will be designated a subscription package, type or level (“Subscription Level”). Your Subscription Level may permit you to designate certain persons with valid User Accounts (each such person, an “Invitee”) to participate in the Services or may permit you to participate as a permitted sharer or group member in connection with another user’s Services subscription. Your Invitees cannot consist of any email alias or group address book. Further, Qlik makes no representation or warranty that any of your Invitees will receive or respond to any invitation to participate in the Services. Your access to the Services is contingent upon your User Account being activated by Qlik.

**3.2. Sharing through Spaces.** Qlik-related content (Qlik Applications, information, visualizations, graphs, charts, reports,

insights, comments or data) that is included, transmitted, stored, published, displayed, distributed, integrated, or linked by you in the Services is collectively “Content.” Your Content is not intended to be accessible by third parties unless you elect to make select Content available to others through the Service in your designated storage space on the Site (“Space”). You hereby do and shall grant each such third party with whom you share Content through a Space a non-exclusive license to access your Content through the Space. The creator of a Space is an “Administrator” of such Space and has administrative rights applicable to the Subscription Level for such Space with respect to the Invitees, including without limitation, the ability to share Content with your Invitees, delete Content, and remove and add Invitees from your Space (up to any limitations that apply to your Subscription Level). If you are neither an Administrator of a Space or have not been given editorial rights for a Space, you have no right to remove any Content from such Space, including without limitation any Content you added to such Space and even if you choose to leave such Space. If you are an Administrator of a Space and you choose to disable or delete your User Account, such Space, all Content, whether uploaded by you or any other user that has access to your Space, will be removed from such Space.

**3.3. Qlik Sense Charts.** You have a nonexclusive, nontransferable, non-sublicensable right and license to embed a link or image of any Qlik Sense Chart (defined below) that you have created in any of your Content on the Site directly in any public web page or social media posting, subject to Qlik and its third party vendors’ attribution requirements located at [www.qlik.com/license-terms](https://www.qlik.com/license-terms), and provided that such Qlik Sense Charts are provided without charge to third parties accessing such public web page or social media posting. Qlik Sense Charts are data visualization (charts) derived and decoupled from an Application. If you share your Qlik Sense Chart, you are responsible for compliance with all applicable laws, rules and regulations regarding such use of, and the sharing of Content through, your Qlik Sense Chart. QDM Data (as defined in Section 3.5) included in any Qlik Sense Chart that has been published outside of the Site is not updated.

### 3.4. Subscription Levels

#### 3.4.1. Qlik Sense Cloud Basic Services

**3.4.1.1. Limited License.** If you have registered with Qlik or its designated vendor for Qlik Sense Cloud Basic Services, you shall have a nonexclusive, nontransferable, non-sublicensable right and license, during the Subscription Term (as defined in Section 7 below) only to (i) create Applications of up to 25 MB each on the Site and upload Content into such Applications; (ii) upload, reload or remove Applications to or from the Site, subject at all times to the size limitation of your Space; and (iii) designate up to 5 Invitees to View each Application; provided, however, that you and your Invitees shall be limited to one 250 MB Space for the duration of your Subscription Term. “View” means to view the Content displayed within an Application, but not to create, update, add or subtract any Content, or administer any changes to the Applications.

**3.4.1.2. Support.** Qlik shall not be obligated to provide maintenance and support services for the Qlik Sense Cloud Basic

Services, but may elect to provide Services updates at its sole discretion.

### 3.4.2. Qlik Sense Cloud Plus Services

**3.4.2.1. Limited License.** If you have previously registered with Qlik or its designated vendor for Qlik Sense Cloud Plus Services and subject to your timely payment of all fees due for Qlik Sense Cloud Plus Services in accordance with the terms of the order form submitted by you at the time of your registration for such Service, you shall have a nonexclusive, nontransferable, non-sublicensable right and license, during the Subscription Term only, to (i) create Applications of up to 50 MB each on the Site and upload Content into such Applications; (ii) upload, reload or remove Applications to or from the Site, subject at all times to the size limitation of your Space; and (iii) designate an unlimited number of Invitees to View your Content; provided, however, that you and your Invitees shall be limited to one 10 GB Space for the duration of your Subscription Term.

**3.4.2.2. Support.** During your Subscription Term, Qlik shall provide the Qlik Sense Cloud Services maintenance and support as set forth in the Qlik Sense Cloud Support Policy at <http://www.qlik.com/license-terms>.

### 3.4.3. Qlik Sense Cloud Business Services

**3.4.3.1. Group Creation and Group Owner Limited License.** A Qlik Sense Cloud Business Group is a collection of users accessing common content and resources in a single Space on the Site. The person establishing a Qlik Sense Cloud Business Group is the "Group Owner." If you have registered with Qlik or its designated vendor for Qlik Sense Cloud Business Services in order to establish a Group, subject to your timely payment of all fees due for Qlik Sense Cloud Business Services in accordance with the terms of the order form submitted by you at the time of your registration for such Service, you shall have a nonexclusive, nontransferable, non-sublicensable right and license, during the Subscription Term only to (i) establish a Group; (ii) be the Administrator for the Group; (iii) invite up to forty-nine (49) additional individuals to be members of the Group (each, a "Group Member"); (iv) grant editorial rights to Group Members; and (v) establish, access and interact with Group Streams. A "Group Stream" is a collection of Content designated by the Group Owner to be accessed by specific Group Members. If you are the Group Owner, and you choose to disable or delete your User Account, all Group Content, whether uploaded by you or any other user that has access to your Group, will be removed from the Group Streams.

**3.4.3.2. Group Member Limited License.** Subject to the timely payment of all fees due for Qlik Sense Cloud Business Services, each Group Member have a nonexclusive, nontransferable, non-sublicensable right and license to participate in the Group as to access and interact with the Group Streams made available to Group Members. Each Group Member (including the Group Owner) hereby grants the other Group Members a non-exclusive license for the duration of the Subscription Term to access its Group Content through the Qlik Sense Cloud Business Services.

**3.4.3.3. Group Parameters.** Each Group shall be limited to five (5) Group Streams. For each Group, the maximum size of any Application is 250 MB and the maximum total storage space on the Site is 500 GB. Applications exceeding the maximum Application size will not be able to be saved in the Services, and Content over the maximum total storage space will not be stored. Group Owners may set data refreshes for the Applications; provided, however, Qlik is not responsible for any failed or incomplete data refreshes. Further, no data refresh will be saved for any Application that is over the maximum Application Size. Qlik may make additional optional components of the Qlik Sense Cloud Business Services available, which may be subject to additional fees.

**3.4.3.4. Support.** During your Subscription Term, Qlik shall provide the Qlik Sense Cloud Services maintenance and support as set forth at <http://www.qlik.com/Support>.

**3.5. Qlik Data Market Data.** The Services include access to certain of Qlik's DataMarket data ("QDM Data"), in accordance with the terms of your Subscription Level. Subject to your timely payment of all applicable fees due for QDM Data in accordance with your Subscription Level and these Terms of Service, you may access, use, implement and integrate the QDM Data into your Applications, solely in conjunction with your authorized use of the Services. No use of the QDM Data independent of your Applications is permitted. Except as expressly set forth in this Section 3.5, you may not (a) use the QDM Data for any 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 QDM 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 Application or in a manner that would permit a third party to sublicense or distribute the QDM Data on an OEM or similar basis, (c) remove any copyright, trademark or other proprietary notice from the QDM Data, (d) decompile (including, without limitation, to re-identify any personally identifiable information contained therein), modify or alter any part of the QDM Data, (e) display, publish or perform any of the QDM Data; (f) use the ADM Data in any manner that violates applicable law; or (g) permit access to or use of the QDM Data by more than the number of permitted Invitees. You further acknowledge that the attribution and other provisions of the QDM Third Party Terms set forth at [www.qlik.com/license-terms](http://www.qlik.com/license-terms) apply to your use of the QDM Data hereunder.

### 3.6. Qlik Connectors.

**3.6.1.** The Services include access to certain Qlik Connectors ("Connectors"), in accordance with the terms of your Subscription Level. Subject to your timely payment of any applicable fees due for the Connectors in accordance with your Subscription Level and these Terms of Service, you shall have nonexclusive, nontransferable, non-sublicensable right and license, during the Subscription Term, to access and use the Connectors in connection with your use of the Services. You may not use the Connectors for the purpose of monitoring availability, functionality or performance for benchmarking or competitive purposes.

**3.6.2.** The Connectors utilize third party application programming interfaces ("APIs") and third party data. You acknowledge that the API owners control access to the APIs, and Qlik may discontinue availability of any Connectors to which access is no longer permitted by the respective API owner or licensor. Qlik shall have no liability for the Connectors, or loss of access to any Connectors, if any third party APIs are changed or discontinued by the respective third parties, nor any liability for any third party data that may be used in conjunction with the Connectors. You acknowledge that use of the Connectors to access web-based applications or services may be governed by third party terms and conditions (including such third parties' privacy policies). You are 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. Further, certain Connectors require a valid subscription directly with the API owner in order to access your data through the Connector. Qlik shall have no responsibility or liability if you cannot access the Connector due to your failure to obtain or maintain the applicable subscription with the API owner. The attribution and other provisions of the Qlik Connectors Third Party Terms set forth at [www.qlik.com/license-terms](http://www.qlik.com/license-terms) apply to your use of the Connectors hereunder.

**3.6.3.** Your access to the Connectors may be affected by data limitations and/or API owner restrictions, such as API quota limitations, and Qlik shall have no liability with respect to such restricted or terminated access. Further, Qlik may terminate access to any or all of the Connectors upon written notice: (i) in order to comply with any third party restrictions or requirements; (ii) in order to comply with applicable law and/or (iii) prevent misuse of the Connectors. Qlik shall have no responsibility for any loss of data, failure of applications to load or loss of access to any Connector in the event that any API becomes unavailable.

**3.6.4.** Certain early release Connectors may be made available to you ("Beta Connectors"). You are 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 use of the Beta Connectors by you. 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 any obligation or liability to you.

## 4. Content

**4.1. License Grant.** You hereby grant us and our agents and contractors a non-exclusive, sublicensable and transferable right and license, solely for the purposes of providing and/or administering the Services, as otherwise permitted under these Terms of Service or as may be required by applicable law, to monitor, administer, manage, replicate, access, transmit, store and cache any Application transmitted, stored, processed or linked by or for you on or through the Services. For clarity, the foregoing license grant does not affect your other ownership or license rights in any of your Content, and we do not claim ownership of your Content. To be clear, no title or ownership of any materials, technology, software or information provided to you through the Services is transferred to you pursuant to these Terms of Service. We will not be responsible or liable for the accuracy, copyright compliance, or legality of Content contained in or accessed through the Services.

**4.2. Privacy Policy.** You acknowledge that the Service is hosted by a third party provider. You should refer to the privacy policy posted by such third party at [www.aws.amazon.com/privacy](http://www.aws.amazon.com/privacy), and the policies referred to therein, which shall apply to the Services. Qlik's Cookie & Privacy Policy shall apply to your registration and User Account information only, and is located at [www.qlik.com](http://www.qlik.com).

**4.3. Privacy Compliance.** You are recommended not to store personal data (as defined under EU/Swiss law) Content in the Service. Qlik is neither the Data Controller nor the Data Processor (as defined under EU/Swiss law) of any personal data Content inputted by the user. If you chose to input personal data content, you shall remain solely liable and responsible for complying with applicable privacy laws in the use by you of the Services and the Content, including but not limited to EU Data Protection Directive 95/46/EC (as amended, including any relevant national enacting legislation) and for any other privacy/data protection obligations in relation to the processing of such Content (including but not limited to the obligations to delete data, process it lawfully, and restrictions regarding transfer outside of the EEA/Switzerland, and responding to data subject access requests). All Content used by or within the Services may be stored on servers located outside of the EEA/Switzerland, unless options (if available) are selected and used by the user to retain the data on relevant servers within the EEA/Switzerland.

**4.4. Qlik Proprietary Rights.** In the event that you use any downloaded Qlik Sense software ("Software") that you acquire from the Site or otherwise or in connection with the Services, such use of the Software is subject to the terms of the Desktop License Agreement or other license agreement for the Software accepted by you at the time of download or installation of the Software. In the event that you access the Qlik Software via the Services only, we hereby grant you a personal, limited, nonexclusive, nontransferable, revocable license, without any right to sublicense, to use such Software solely for the purpose of accessing and using the Services. You shall have no right to use the Software for any purpose other than accessing and using the Services in accordance with these Terms of Service. Your license to use and access the Services and Software is automatically revoked if you violate these Terms of Service in a manner that violates our intellectual property rights, or if your Qlik license agreement expires or is terminated. No title or ownership of any proprietary rights related to the Service or Software is transferred to you pursuant to these Terms of Service. All rights not explicitly

granted to you are reserved by us. In the event that you provide comments, suggestions and recommendations to us with respect to the Service (including without limitation with respect to modifications, enhancements, improvements and other changes to the Service) (collectively, the "Feedback"), you hereby grant to us a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Service.

**4.5. Warranties.** You hereby represent and warrant that (i) you have all of the rights in the Content and Applications necessary for you to upload, use, display, publish, share, perform, and distribute the Content (including Applications) in the course of using the Service and to grant the rights in Section 4.1 without infringement or violation of any third party rights, including without limitation any privacy rights, publicity rights, copyrights, trademarks, contract rights or any other intellectual property or proprietary rights, and (ii) the storage, display, publication, performance, integration use or transmission of Content through your Applications does not violate any law or these Terms of Service.

**4.6. Unauthorized Use.** You must immediately notify us in writing of any unauthorized use of any (i) Content or Application, (ii) User Account or (iii) the Services that comes to your attention. In the event of any such unauthorized use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorized use. You will provide us with such cooperation and assistance related to any such unauthorized use as we may reasonably request. You acknowledge that if you wish to protect your transmission of Content to the Application, it is your responsibility to use a secure encrypted connection to communicate with the Services.

**4.7. Modifications to the Services.** Qlik may in its discretion periodically provide certain users of the Services opportunity to test features or functionality. You are not required to accept these opportunities when provided and you may opt out at any time. Qlik reserves the right at any time not to provide or to discontinue provision of any or all of any features or functionality provided for testing purposes only, and to alter features, specifications, capabilities, functions, licensing terms, availability or other characteristics of the Services.

**4.8. Statistical Information.** Qlik may collect and use certain statistical and usage information relating to the Services, and may share such information with authorized third party vendors to perform functions on our behalf. This information may include, but is not limited to, size and number of Applications, sharing statistics, login statistics, session information (e.g., number, duration, error messages, types/number of users, Applications and/or charts used and API usage) and browser configurations. The collection and use of this information will be governed by Qlik's Cookie & Privacy Policy.

## 5. Rules of Conduct

**5.1.** As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services, including without limitation your conduct, your Applications, your Content, and your communications with others. You shall promptly handle and resolve any notices and claims relating to your Content, including any notices sent to you by any person claiming that any of your Content violates any person's rights and any other notices.

**5.2.** You shall maintain appropriate security, protection and backup copies of your Content, which may include your use of additional encryption technology to protect the Content from unauthorized access. We will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Content.

**5.3.** You shall not (and shall not instruct, facilitate or permit any third party to) (a) register for or use the Services, a User Account or the Site, (b) take any action, or (c) transmit, upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, in any way that:

**5.3.1.** fails to comply with these Terms of Service;

**5.3.2.** infringes any patent, trademark, trade secret, copyright, right of publicity or other proprietary or other right of any other person or entity or violates any law or contractual duty;

**5.3.3.** is illegal, unlawful, harassing, defamatory, obscene, vulgar, libelous, fraudulent, tortious, or is otherwise inappropriate as determined by us in our sole discretion;

**5.3.4.** constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming") or contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;

**5.3.5.** violates the security or integrity of any network, computer or communications systems, software application or network or computing device, or make network connection with any Administrators, Group Members, or Invitees unless you have permission to communicate with them; or

**5.3.6.** impersonates any person or entity, including any of our employees or representatives.

**5.4.** You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.

**5.5.** You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including, without limitation, any application), except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Services; (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder; (iv) offer, use, sublicense or otherwise commercially exploit the Services or any Applications, including without limitation use of the Services or any Applications as a revenue-generating (or value enhancing) product or service to any third party, for third party training, or to provide hosting, service bureau, commercial time-sharing, rental, or software as a service (SaaS) services to third parties; or (v) use the Services or any Applications for purposes of benchmarking, collecting and publishing performance data, or developing a product which is competitive with any Qlik product or services. You shall abide by all applicable local, state, national and international laws and regulations in connection with your use of the Services and/or the Site.

## **6. Third Party Services**

The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. In addition, to the extent you elect to link your email account(s) to the Services, the Services may have the ability to access and receive information from such email accounts (which implicitly may include information related to your contacts' email accounts). When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge

and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

## **7. Term and Termination**

**7.1.** The subscription term for the Services you select ("Subscription Term") is as follows: (i) for Qlik Sense Cloud Basic, unless earlier terminated, upon at least 10 days prior notice from Qlik; (ii) for Qlik Sense Cloud Plus, unless earlier terminated, upon at least 10 days prior notice from Qlik or (iii) for Qlik Sense Cloud Business, unless earlier terminated, it shall remain in effect for the Subscription Term you select at the time of initial order, and the Subscription Term shall automatically renew for renewal terms of the same duration unless and until you cancel your subscription via the link from your User Account profile page. If you are a free Services user and you have not accessed your User Account for a period of twelve months or longer, then Qlik may terminate your User Account.

**7.2.** We may terminate your access to all or any part of the Services at any time in the event of any breach of these Terms of Service by you, or if required by applicable law, effective immediately, which may result in the forfeiture and destruction of all information associated with your subscription, including without limitation any Content within a Space for which you are the only current Administrator (including without limitation any Content stored in a private, unshared Space). If you wish to terminate your User Account prior to the end of your Subscription Term, you may do so through a request made to one of our employees or affiliates, provided that no there are no refunds or credits of any prepaid fees and such termination will result in the removal of any Content within a Space for which you are the only current Administrator, including without limitation any Content stored in a private, unshared Space. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. Further, Qlik may discontinue providing Services to you and/or discontinue your User Account, if your usage of the Services may be harmful, disruptive, or interfere with the Site, the Services, Qlik's network, or the ability to provide quality Services to other customers. By using the Services, you acknowledge and agree to Qlik's right to terminate your Services under these circumstances.

## **8. Warranty Disclaimer**

**8.1.** You acknowledge and agree that (i) we have no duty to take any action regarding which users gain access to the Services, which Content you access via the Services; how you may interpret or use the Content, (ii) we have no obligation to monitor any Content, (iii) we do not control, verify or endorse the Content that you and others make available on the Service, (iv) we are not responsible for the accuracy, completeness, appropriateness, or legality of any Content you may be able to access using the Services, (v) you are solely responsible for the uploading and/or deletion of any data files you place on Site or with the Services; (vi) you are fully responsible for all Qlik Sense Charts that you publish pursuant to Section 3.3; and (vii) in relation to the use of the Services by you to process personal information within the EEA/Switzerland, you acknowledge and agree that you remain the Data Controller/Data Processor (as appropriate), and we shall be neither the Data Controller nor the Data Processor of such personal information under relevant EU/Swiss law. You further acknowledge and agree that if you choose to share an Application with an Invitee outside of your geographical location, your Application may be made available to such Invitee on a server in or closer to the Invitee's geographical location.

**8.2.** THE SOFTWARE, SERVICES, QDM DATA AND CONNECTORS ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE

OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, SERVICE PROVIDERS AND LICENSORS DO NOT WARRANT THAT: (I) THE SERVICES, SOFTWARE, QDM DATA AND/OR CONNECTORS WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WITH THE SOFTWARE, SERVICES, QDM DATA AND/OR CONNECTORS WILL BE CORRECTED; (III) ANY SERVICES, SOFTWARE, QDM DATA AND/OR CONNECTORS MADE AVAILABLE BY US AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (IV) THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; (V) THAT THE SERVICES WILL NOT HARM YOUR COMPUTER SYSTEM; OR (VI) THE RESULTS OF USING THE SERVICES, CONNECTORS, QDM DATA AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS. FURTHER, QLIK AND ITS VENDORS DISCLAIM ANY WARRANTY THAT YOUR USE OF THE QDM DATA WILL BE UNINTERRUPTED OR ERROR FREE. QLIK DOES NOT WARRANT OR GUARANTEE THAT IT WILL CORRECT ANY ERRORS OR INACCURACIES IN THE QDM DATA. YOU HEREBY ACKNOWLEDGE THAT QLIK RETRIEVES, AGGREGATES, NORMALIZES AND DELIVERS THE QDM DATA FROM A WIDE VARIETY OF THIRD PARTY SOURCES AND DOES NOT GENERATE OR CREATE ANY QDM DATA ITSELF. USE OF THE QDM DATA DOES NOT IMPLY ENDORSEMENT OR CERTIFICATION OF SUCH USE BY QLIK OR ANY OF ITS DATA VENDORS. YOUR USE OF THE SERVICES, QDM DATA AND/OR THE CONNECTORS IS SOLELY AT YOUR OWN RISK.

## 9. Indemnification

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, officers, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your misuse of, or access to, the Services, including any content that we may make available to you through the Services, violation of these Terms of Service, or infringement by you, or any third party using your User Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

## 10. Limitation of Liability

10.1 IN NO EVENT SHALL WE, NOR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, VENDORS OR LICENSORS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF WE HAD BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES IN THE SERVICES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES ARISING UNDER OR RELATED TO THESE TERMS OF SERVICE IN EXCESS OF (A) ONE HUNDRED US DOLLARS IN THE AGGREGATE FOR QLIK SENSE CLOUD BASIC SERVICES OR (B) THE AGGREGATE AMOUNT OF SUBSCRIPTION FEES PAID BY YOU FOR THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE EVENTS GIVING RISE TO SUCH CLAIM OCCURRED FOR QLIK SENSE CLOUD PLUS SERVICES OR QLIK SENSE CLOUD BUSINESS SERVICES.

## 11. Governing Law and Jurisdiction

These Terms of Service shall be governed by and construed in

accordance with the laws of Sweden (excluding the U.N. Convention on Contracts for the International Sale of Goods) and any dispute, controversy or claim arising out of or in connection with these Terms of Service or the breach, termination or invalidity thereof, shall be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute"). Where the amount in dispute clearly does not exceed EUR 100,000, the SCC Institute's Rules for Expedited Arbitration shall apply and the arbitral tribunal shall be composed of a sole arbitrator. Where the amount in dispute clearly exceeds the foregoing amount, the Rules of the SCC Institute shall apply and the arbitral tribunal shall be composed of three arbitrators. The place of arbitration shall be Lund, Sweden. The language to be used in the arbitral proceedings shall, unless otherwise agreed, be English.

## 12. Modification

We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. For Qlik Sense Cloud Basic Services, we may also impose limits on certain features and services or restrict your access to parts or all of such Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes.

## 13. Miscellaneous

**13.1. Entire Agreement and Severability.** These Terms of Service are the entire agreement between you and us with respect to the Services, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services, including any prior version of these terms. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. In addition, these Terms of Service shall supersede any conflicting or contradictory terms contained in any purchase order, order form or any other document you submit to any of Qlik's designated vendors in connection with your purchase of a subscription to the Services and any such conflicting or contradictory terms will be of no force or effect as applied to Qlik.

**13.2. Force Majeure.** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

**13.3. Assignment; Relationship between the Parties.** These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent. No agency, partnership, joint venture, fiduciary or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

**13.4. Copyright Policy/Digital Millennium Copyright Act.** You may not post, modify, distribute, or reproduce in any way copyrighted or other proprietary materials without obtaining the prior written consent of the copyright owner of such materials. Qlik may terminate an account, deny access to a site or service, or terminate any user who is alleged to have infringed the copyright or proprietary rights of another. Please see Qlik's copyright policy/Digital Millennium Copyright Act policy located at [www.qlik.com/legal/terms-of-use](http://www.qlik.com/legal/terms-of-use).

**13.5. Notices.** Unless otherwise specified in these Terms of Service, all notices under these Terms of Service will be in writing and

will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices should be sent to QlikTech International AB, Scheelevägen 24-26; SE-223 63 Lund, Sweden, Attention: Legal Department.

**13.6. No Waiver; Headings.** Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.

#### **14. Special Provisions and Exceptions**

##### **14.1 Limitations of Liability for users in Germany or Austria.**

14.1.1 If you usually reside in Germany or Austria, then Section 10 will not apply. Instead, subject to the provisions in 14.1.2, Qlik's statutory liability for damages shall be limited as follows: (i) We shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the contract in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the contract, the breach of which endangers the purpose of the contract and on the fulfilment of which you regularly rely); (ii) We shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

14.1.2 The aforesaid limitation of liability shall not apply to liability under the German Product Liability Act, liability for assuming a

specific guarantee or liability for damages caused by willful misconduct or gross negligence, or any kind of willfully or negligently caused personal injuries.

14.1.3 You shall take all reasonable measures to mitigate and/or to avoid damages, including, in particular, an obligation for Licensee to make back-up copies of data on a regular basis and to carry out security checks. Regardless of the legal grounds giving rise to liability, you shall not be liable for indirect and/or consequential damages, including, in particular, loss of profit and loss of interest, unless any such damage has been caused by our willful misconduct or gross negligence.

14.1.4 To the extent our liability is limited or excluded, the same shall apply in respect of any personal liability of our legal representatives, employees, suppliers, resellers and vicarious agents.

**14.2 Modification of Terms for users in Germany or Austria.** If you usually reside in Germany or Austria, then Section 12 shall not apply. Instead, the following shall apply: We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. For Qlik Sense Cloud Basic Services, we may also impose limits on certain features and services or restrict your access to parts or all of such Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. If we modify these Terms of Service, you may object to this modification within six weeks after we have informed you as described above. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes. We will inform you on the consequences of your continued use once the objection period above commences.