



QLIK[®] USER LICENSE AGREEMENT

IMPORTANT: DO NOT DOWNLOAD OR USE THIS SOFTWARE UNTIL YOU (THE “LICENSEE”) HAVE READ AND AGREED TO THE TERMS OF THIS AGREEMENT.

BY CHECKING THE ACCEPTANCE BOX, DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE OR SUBSCRIPTION SERVICES (“QLIK PRODUCTS”), LICENSEE ACKNOWLEDGES AND AGREES THAT ALL SUCH USE IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY SUCH USE WILL CONSTITUTE LICENSEE’S ACCEPTANCE AND RESULT IN A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN THE LICENSEE AND THE QLIK ENTITY IDENTIFIED IN TABLE 1 TO THIS AGREEMENT THAT ISSUED THE LICENSE KEY (“QLIK”). IF YOU ACCEPT THESE TERMS ON BEHALF OF ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT AND SUCH ENTITY IS DEEMED THE LICENSEE HEREUNDER.

1. Use Rights

1.1. License. Subject to the terms and any applicable restrictions in the Agreement, Qlik hereby grants to Licensee a world-wide, non-exclusive, non-transferable and non-sublicensable right for its Authorized Users to use Qlik Products solely for its internal business operations and in accordance with the Documentation and Order Form.

1.2 Subscription. If Qlik Products are ordered on a subscription basis, the right to access and use the Qlik Products is valid only for the subscription period and in the quantities identified in an Order Form. The initial subscription period begins upon delivery of the license key.

1.3 External Use. Qlik Products for which external use is permitted in the Documentation or Order Form, may be accessed and used by third parties authorized by Licensee or its Affiliates (“Authorized Third Parties”) provided that (i) Authorized Third Parties may only use Qlik Products with information or data created or maintained by Licensee or its Affiliates incidental to their business relationship with each such Authorized Third Party; and (ii) such use is in accordance with the Documentation and Order Form. For the avoidance of doubt, external use is subject to the restrictions in Section 1.4 below. Licensee is directly responsible for any use of the Qlik Products by Authorized Third Parties not in accordance with this Agreement.

1.4. Use Restrictions. Except as expressly permitted by this Agreement, Licensee will not permit or authorize anyone to:

1.4.1. copy, decompile, disassemble or reverse engineer or otherwise attempt to extract or derive the source code or any methods, algorithms or procedures from the Software, or modify, adapt, translate or create derivative works based upon the Qlik Products except as otherwise expressly permitted by applicable law;

1.4.2. transfer or reassign a named user license in such a manner that enables multiple users to share such license in excess of the authorized quantity of named user licenses;

1.4.3. use, offer or otherwise exploit the Qlik Products, whether or not for a fee, by acting in any way as an independent software vendor, application service provider, managed service provider (MSP), SaaS provider, service bureau system integrator, data provider, marketing service provider, or similar business model. Such usage is only permitted through a separate OEM, MSP, or other written agreement with Qlik;

1.4.4. use the Qlik Products in any manner that competes with Qlik, including but not limited to, benchmarking, collecting and publishing data or analysis relating to the performance of the Qlik Products, or developing or marketing a product that is competitive with any Qlik Product or service;

1.4.5. remove any copyright, trademark or other proprietary notice from the Qlik Products; or

1.4.6. alter or circumvent any product, key or license restrictions or limitations on Qlik Products to exceed purchased quantities or to defeat any restrictions on access or use.

1.5. Retention of Rights; Access and Security. The Qlik Products provided hereunder are licensed, not sold. To the extent not expressly licensed to Licensee hereunder, Qlik, its Affiliates, and their respective suppliers or licensors where applicable, reserve and retain all right, title and interest in and to the Qlik Products and all intellectual property rights embodied therein, as well as all trademarks, service marks, product names and trade names of Qlik and its Affiliates (collectively the “Marks”). Licensee shall maintain reasonable technical and procedural access controls and system security to safeguard the Qlik Products and Documentation and shall be directly responsible for any violations of this Agreement by anyone that it or any of its Affiliates has allowed to access the Qlik Products.

1.6. Feedback. Licensee is not obligated to provide Qlik with any suggestions or feedback about the Qlik Products, but if Licensee elects to do so, Qlik may use and modify this feedback for any purpose, including developing and improving the Qlik Products, without any liability, restriction, or payment to Licensee.

2. Maintenance and Services

2.1. Maintenance and support for the Qlik Products (“Maintenance”) will be made available to Licensee in accordance with Qlik’s then-current Maintenance Policy (available at www.qlik.com/license-terms), subject to Licensee’s payment of the applicable fees for such services. Where Licensee receives Maintenance from a Qlik-authorized reseller, such Maintenance will be provided pursuant to a separate written agreement between Licensee and the applicable reseller.

2.2 Maintenance is included with paid subscriptions of Qlik Products. For all other license types, Licensee is required to purchase Maintenance with its initial Software purchase for a minimum twelve-month period following the Delivery Date (the “Initial Maintenance Period”). Maintenance shall automatically renew at the end of the Initial Maintenance Period, and at the end of each subsequent period thereafter, unless Licensee provides Qlik with written notice of non-renewal at least forty-five (45) days prior to the end of the then-current maintenance period. Maintenance fees for any renewal period are subject to increase, provided (i) Qlik notifies Licensee of such fee increase at least sixty (60) days prior to the end of the then-current period; and (ii) the increase does not exceed five percent (5%) of the Maintenance fees for the then-current period.

2.3. Qlik may provide Consulting Services to Licensee pursuant to a written Statement of Work, which scope shall be limited to implementation, configuration and Software enablement services provided on a time and materials basis. Licensee retains all right, title and interest in and to its proprietary data (“Licensee Data”), including all data that Licensee elects to integrate into the Qlik Products or to

display within a dashboard created with the Software. Qlik retains all right, title and interest in and to the Qlik Products and all deliverables resulting from performance of the Consulting Services, including all methodologies, designs, improvements to the Qlik Products, and know how, but excluding any Licensee Data incorporated into any such deliverable. Qlik hereby grants Licensee a non-exclusive license to use any deliverables or work product created hereunder in connection with Licensee's authorized use of the Qlik Products. Any Consulting Services purchased directly from Qlik will be provided in accordance with this Agreement and the Consulting Services Terms available at www.qlik.com/license-terms.

2.4 Qlik may provide Education Services to Licensee in accordance with this Agreement and the Education Services Terms available at www.qlik.com/license-terms.

2.5 If Licensee orders, activates or otherwise uses DataMarket, Web Connectors, GeoAnalytics or the Smart Analytics Adapter (collectively "Subscription Services") which rely upon third party APIs or data, such use shall be governed by the terms of this Agreement and the subscription services addendum available at www.qlik.com/license-terms.

2.6 Qlik Products do not include Consulting or Education Services. Payment of fees for Qlik Products shall not be contingent under any circumstances upon the performance of any Consulting or Education Services.

3. Warranties and Disclaimers

3.1. Qlik warrants that the initial version of the Software delivered under this Agreement will, for a period of ninety (90) days from its Delivery Date ("Warranty Period"), operate substantially in conformity with its applicable Documentation. Licensee is deemed to have accepted the Software on the Delivery Date. Licensee must assert any claim for breach of this warranty within the Warranty Period. Licensee's exclusive remedy and Qlik's sole liability with regard to any breach of this warranty will be, at Qlik's option and expense, to either: (i) repair or replace the non-conforming Software; (ii) if the Software was obtained by purchase (and not as a result of a conversion from a previously purchased Qlik Product), refund to Licensee the fees paid by Licensee for the non-conforming Software; or (iii) if the Software was obtained as a result of conversion from a previously purchased Qlik Product, require the Software to be uninstalled by Licensee and reversion to the prior Qlik Product.

3.2. If Qlik elects to refund the applicable fee paid for the non-conforming Software pursuant to Section 3.1(ii), then: (i) Licensee shall promptly return or demonstrate to Qlik's reasonable satisfaction that it has destroyed the non-conforming Software and any other related materials provided by Qlik; and (ii) the licenses for such non-conforming Software will automatically terminate.

3.3. Qlik will have no liability for any warranty claim, or any obligation to correct any defect or problem with the Software, to the extent that it arises out of: (i) any use of the Software not in accordance with the Documentation; (ii) any unauthorized modification or alteration of the Software; or (iii) any use of the Software in combination with any third-party software or hardware not specified in the Documentation.

3.4. Qlik warrants that Consulting Services will be performed using reasonable care and skill consistent with generally accepted industry standards. For any claimed breach of this warranty, Licensee must notify Qlik of the warranty claim within ten (10) business days of Licensee's receipt of the applicable Consulting Services. Licensee's exclusive remedy and Qlik's sole liability with regard to any breach of this warranty will be, at Qlik's option and expense, to either: (i) re-perform the non-conforming Consulting Services; or (ii) refund to Licensee the fees paid for the non-conforming Consulting Services. Licensee shall provide reasonable assistance to Qlik in support of its efforts to furnish a remedy for any breach of this warranty.

3.5. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, AND 3.4, QLIK MAKES NO WARRANTIES WITH RESPECT TO THE QLIK PRODUCTS OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF QLIK HAS BEEN INFORMED OF SUCH PURPOSE). QLIK DOES NOT WARRANT THAT THE QLIK PRODUCTS WILL BE ENTIRELY FREE FROM DEFECTS OR OPERATE UNINTERRUPTED OR ERROR FREE.

3.6 If Licensee: (i) obtains Qlik Products from QlikTech GmbH and designates an address in Austria or Germany on the Order Form, or (ii) obtains Qlik Products from QlikTech Australia Pty Ltd and designates an address in Australia on the Order Form, then Sections 3 and 5 of this Agreement shall be subject to the terms in Addendum 1.

4. Fees and Taxes.

Licensee shall pay any fees due in accordance with the payment terms set forth in the Order Form or Statement of Work. Fees are not subject to any right of offset or suspension and all payments shall be non-cancelable, non-refundable and non-creditable, except as otherwise expressly provided in this Agreement. Fees for Consulting or Education Services are exclusive of travel costs and other expenses. Fees for Maintenance are payable in advance. If applicable, fees for Maintenance and subscriptions may be prorated to the next billing period. Any proration will not relieve Licensee's obligation for the total fees due for the full Initial Maintenance Period. Fees do not include sales, use, withholding, value-added or other taxes or duties. Licensee agrees to pay all applicable taxes, public fees, duties, deductions or withholdings for which Qlik is required to pay or account, exclusive of any tax on Qlik's income. Licensee shall directly pay any such taxes or duties assessed against it, unless Licensee provides Qlik in a timely manner with a valid certificate of exemption or other evidence that items are not taxable.

5. Limitation of Liability

5.1. Limitation of Liability. Except for: (i) death or bodily injury caused by a Party's negligence; (ii) breach of Section 9.7; (iii) each Party's indemnification obligations under this Agreement; and (iv) Licensee's violation of Qlik's intellectual property rights, each Party's maximum, cumulative liability for any claims, losses, costs (including attorney's fees) and other damages arising under or related to this Agreement, regardless of the form of action, whether in contract, tort (including but not limited to negligence or strict liability) or otherwise, will be limited to actual damages incurred, which will in no event exceed the greater of the amount of fees paid or payable by the Licensee attributable to the specific products or services giving rise to such damages or one thousand U.S. dollars (\$1,000).

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

5.3. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED IN THIS AGREEMENT ARE INDEPENDENT OF ANY AGREED REMEDY SPECIFIED IN THIS AGREEMENT, AND WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY AGREED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE EXTENT THAT

QLIK MAY NOT, AS A MATTER OF LAW, DISCLAIM ANY WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF QLIK'S LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. IF A WAIVER, RIGHT, OR REMEDY IS EXERCISED PURSUANT TO MANDATORY LAW, IT SHALL BE EXERCISED SOLELY FOR THE PURPOSE PROVIDED AND IN CONFORMANCE WITH THE PROCEDURES AND LIMITATIONS EXPRESSLY PROVIDED FOR BY SUCH LAW.

5.4. No Third Party Beneficiaries. The warranties and other obligations of Qlik under this Agreement run only to, and for the sole benefit of Licensee, notwithstanding any rights to access or use the Software the Licensee may grant its Authorized Users or Authorized Third Parties. Except as otherwise mandated by applicable law, no other person or entity will be considered a third party beneficiary of this Agreement or otherwise entitled to receive or enforce any rights or remedies in relation to this Agreement.

6. Intellectual Property Infringement Indemnification

6.1. Indemnification. Qlik shall indemnify, defend and hold harmless Licensee against any IP Claims, provided that Licensee (i) promptly notifies Qlik in writing of such IP Claim; (ii) allows Qlik to have sole control of the defense and any related settlement negotiations; and (iii) provides Qlik with such information, authority and assistance necessary for the defense or settlement of the IP Claim.

6.2. Exceptions. Qlik will not be liable for any IP Claim arising from or based upon: (i) any unauthorized use, reproduction or distribution of the Software; (ii) any modification or alteration of the Software without the prior written approval of Qlik; (iii) use of the Software in combination with any other software or hardware not provided by Qlik; (iv) use of a prior version of the Software, if use of a newer version of the Software would have avoided such claim and such newer version is made available without charge; or (v) any Third Party Materials provided with the Software.

6.3 Remedies. If Software becomes, or, in Qlik's opinion, is likely to become, the subject of an IP Claim, Qlik may, at its option and expense, either: (i) obtain the right for Licensee to continue using the Software in accordance with this Agreement; (ii) replace or modify the Software so that it becomes non-infringing while retaining substantially similar functionality; or (iii) if neither of the foregoing remedies can be reasonably effected by Qlik, terminate the license(s) for the subject Software (without need for a ruling by a court or arbitrator) and refund as applicable a pro rata portion of prepaid subscription fees, or license fees amortized over three (3) years on a straight-line basis, provided that such Software is returned to Qlik promptly after the effective date of any such termination.

6.4 SOLE AND EXCLUSIVE REMEDY. THIS SECTION 6 STATES QLIK'S SOLE AND ENTIRE OBLIGATION AND LIABILITY, AND LICENSEE'S AND ITS AFFILIATES' SOLE AND EXCLUSIVE RIGHT AND REMEDY, FOR INFRINGEMENT OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS.

7. Confidentiality

Each Party will hold in confidence the other Party's Confidential Information and will not disclose or use such Confidential Information except as necessary to exercise its express rights or perform its express obligations hereunder. Any Party's disclosure of the other Party's Confidential Information may be made only to those of its employees or consultants who need to know such information in connection herewith and who have agreed to maintain the Confidential Information as confidential as set forth herein. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information to the extent that it is required to be disclosed in accordance with an order or requirement of a court, administrative agency or other governmental body, provided that such Party, to the extent permitted by law, provides the other Party with prompt notice of such order or requirement in order that it may seek a protective

order. Each Party's confidentiality obligations hereunder will continue for a period of five (5) years following any termination of this Agreement, provided, however, that each Party's obligations will survive and continue in effect thereafter with respect to, and for so long as, any Confidential Information continues to be a trade secret under applicable law. The Parties acknowledge and agree that the Qlik Products and all pricing information shall be treated as the Confidential Information of Qlik.

8. Term and Termination

8.1. Term. This Agreement shall become effective as of the date the Parties execute an Order Form and shall remain in effect until terminated (i) pursuant to a breach as set forth in Section 8.3, or (ii) automatically upon expiration of all rights to use any Qlik Products pursuant to one or more Order Forms. Unless otherwise specified in a Statement of Work, either Party may terminate any Consulting Services for convenience upon thirty (30) days' prior written notice to the other Party.

8.2. Subscriptions shall automatically renew for successive additional periods equal to the initial subscription period unless either Party provides prior written notice of non-renewal to the other Party at least forty-five (45) days prior to the end of the then-current subscription period. Subscriptions may not be cancelled in whole or in part during any subscription period. Upon renewal, subscription fees are subject to increase based on prevailing rates at the time of renewal. If the subscription is not renewed, Licensee's right to access and use Qlik Products shall cease at the end of the then-current subscription period, unless earlier terminated.

8.3. Termination for Breach or Insolvency. Either Party may terminate this Agreement or any applicable Order Form, individual Software licenses, subscriptions or Statements of Work (without resort to court or other legal action) if the other Party: (i) fails to cure a material breach within thirty (30) days (ten (10) days in the case of non-payment by Licensee) after written notice of such breach, provided that Qlik may terminate this Agreement immediately upon any breach of Section 1.4; (ii) terminates or suspends its business without a successor; (iii) becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver or similar authority; or (iv) becomes subject to any bankruptcy or insolvency proceeding.

8.4. Effect of Termination. Upon termination of this Agreement or any Qlik Product license, Licensee shall: (i) immediately cease using the applicable Qlik Products, including the Software API and Documentation; and (ii) certify to Qlik within thirty (30) days after expiration or termination that Licensee has destroyed or has returned to Qlik all copies of the applicable Software, any associated license keys, the Documentation and all other Qlik Confidential Information in its possession. Termination of this Agreement or any licenses shall not prevent either Party from pursuing all available legal remedies, nor shall such termination relieve Licensee's obligation to pay all fees that are owed as of the effective date of termination. All provisions of this Agreement relating to Qlik's ownership of the Qlik Products, limitations of liability, disclaimers of warranties, confidentiality (for the time periods specified in this Agreement), waiver, audit and governing law and jurisdiction, will survive the termination of this Agreement.

9. General Provisions

9.1. Definitions. Unless defined elsewhere in this Agreement, the capitalized terms utilized in this Agreement are defined below.

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

9.1.2 "Agreement" means this Qlik User License Agreement and any Order Form(s) and Statement(s) of Work between Qlik and Licensee that reference it.

9.1.3 “Authorized User” means an employee or independent contractor of the Licensee or Licensee’s Affiliate, who has been authorized by Licensee to use the Qlik Products in accordance with the terms and conditions of this Agreement and has been allocated a license for which the applicable fees have been paid.

9.1.4 “Confidential Information” means non-public information that is disclosed by or on behalf of a Party under or in relation to this Agreement that is identified as confidential at the time of disclosure or should be reasonably understood to be confidential or proprietary due to the nature of the information and/or the circumstances surrounding its disclosure. Confidential Information 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 the disclosing Party to a third party without an obligation of confidence. In any dispute concerning the applicability of these exclusions, the burden of proof will be on the receiving Party and such proof will be by clear and convincing evidence.

9.1.5 “Consulting Services” means any mutually agreed upon consulting services performed by Qlik under the terms of this Agreement and any applicable Order Form or Statement of Work.

9.1.6 “Delivery Date” means the date on which both the Qlik Products specified in the relevant Order Form and the license key(s) for such Products are initially made available (via download or otherwise) to the Licensee or to the authorized reseller as applicable.

9.1.7 “Documentation” means the then-current user documentation for the Qlik Products, including the license metrics available at www.qlik.com/license-terms, as the same may be provided by, and modified from time to time in the sole discretion of, Qlik. License metrics are only subject to change in relation to a new Software release. Documentation is available upon the request of Licensee at any time or upon Software download or service completion. LICENSEE’S USE OF QLIK PRODUCTS IS SUBJECT TO THE TERMS OF THE DOCUMENTATION AS IF SUCH DOCUMENTATION WAS ATTACHED TO AND MADE A PART OF THIS AGREEMENT.

9.1.8 “Education Services” means any training or education services performed by Qlik under the terms of this Agreement and any applicable Order Form or Statement of Work.

9.1.9 “IP Claim” means a claim by a third party against Licensee or its Affiliates that the Software, as delivered by Qlik, infringes a third party copyright or trademark, infringes a patent issued by the United States, Canada, Australia, Japan, Switzerland, Singapore, Hong Kong, India, or any member country of the European Economic Area, or misappropriates a third party trade secret.

9.1.10 “Order Form” means a written document, executed by the Parties, pursuant to which Licensee orders Qlik Products, Education Services or Consulting Services. Where Qlik Products are procured through one of Qlik’s authorized resellers, an Order Form shall also mean any terms governing the use of any of the foregoing in the ordering documentation existing between such authorized reseller and Licensee.

9.1.11 “Party” or “Parties” means Qlik and Licensee, individually and collectively, as the case may be.

9.1.12 “Software” means the generally available release of the Qlik software, in object code form, initially provided or made available to Licensee as well as updates thereto that Qlik elects to make available at no additional charge to all of its customers that subscribe to Maintenance for the Software. Unless otherwise indicated, the

Software, Software API and Documentation are referred to collectively herein as “Software.”

9.1.13 “Statement of Work” means a document agreed to by the Parties that describes Consulting Services to be performed by Qlik pursuant to this Agreement.

9.1.14 “Subscription Services” shall have the meaning set forth in Section 2.5. Subscription Services excludes Consulting Services, Education Services, Maintenance, and Qlik Sense Cloud, which is subject to separate terms of service.

9.2 Recordkeeping, Verification and Audit. While this Agreement is in effect and for one (1) year after the effective date of its termination, upon request by Qlik but not more than once per calendar year, Licensee shall conduct a self-audit of its use of the Qlik Products and, within ten (10) business days after receipt of such request, submit a written statement to Qlik verifying that it is in compliance with the terms and conditions of this Agreement. Qlik shall have the right, on its own or through its designated agent or third party accounting firm, to conduct an on-premises audit of Licensee’s use and deployment of the Qlik Products for compliance with this Agreement. Qlik’s written request for audit will be submitted to Licensee at least fifteen (15) days prior to the specified audit date, and such audit shall be conducted during regular business hours and with the goal of minimizing the disruption to Licensee’s business. If such audit discloses that Licensee is not in material compliance with the terms of this Agreement, then Licensee shall be responsible for the reasonable costs of the audit, in addition to any other fees or damages to which Qlik may be entitled under this Agreement and applicable law.

9.3 Third Party Materials. Qlik Products may include certain open source or other third party software, data, or other materials (the “Third Party Materials”) that are separately licensed by their respective owners. License terms and other information relating to such Third Party Materials, including any availability of source code, may be found within the Documentation or at www.qlik.com/license-terms. QLIK MAKES NO REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING THE THIRD PARTY MATERIALS, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING TO LICENSEE’S USE THEREOF.

9.4 Evaluation. If Licensee is provided Qlik Products for evaluation purposes, use of the Qlik Products is only permitted in a non-production environment and for the period limited by the corresponding license key. Notwithstanding any other provision in this Agreement, evaluation licenses for the Qlik Products are provided “AS-IS” without indemnification, maintenance and support, or warranty of any kind, expressed or implied.

9.5 Assignment. Licensee will not assign or transfer this Agreement or its rights and obligations hereunder to any third party without the prior written consent of Qlik. For purposes of this Section, any change of control of Licensee, whether by merger, sale of equity interests or otherwise, will constitute an assignment requiring the prior written consent of Qlik. Any attempt by Licensee to assign this Agreement or its rights and obligations hereunder in violation of this Section will be null and void. Qlik is free to assign or transfer any or all of its rights or obligations under this Agreement at its discretion. All terms of this Agreement will be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of Qlik and Licensee.

9.6 Statistical Data Collection and Use. Qlik may collect and use certain Statistical Data to enable, optimize, support, and improve performance of the Qlik Products. “Statistical Data” means non-personal statistical, demographic, or usage data or metadata generated in connection with any use of the Qlik Products. Statistical Data does not include any personally identifiable information or any personal data and is owned by Qlik.

9.7 Compliance with Laws. Licensee agrees at all times to comply with all applicable laws and regulations in its performance of this Agreement, which may include, without limitation, U.S. and E.U. export control laws and regulations, and regulations declared by the

U.S. Department of the Treasury Office of Foreign Assets Control, the Council of the E.U. and their counterparts under applicable law ("Export Control Laws"). Licensee will indemnify, defend and hold harmless Qlik and its respective officers, agents and employees from and against any and all losses, costs, claims, penalties, fines, suits, judgments and other liabilities (including applicable attorney's fees) arising out of, relating to or resulting from Licensee's failure to comply with any Export Control Laws.

9.8 Governing Law and Jurisdiction. This Agreement is governed by the law of the jurisdiction set out in Table 1 corresponding to the Qlik entity identified therein as the contracting party, but excluding any conflict of law rules or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Any suit, action or proceeding arising out of or relating to this Agreement will be brought before the courts or arbitration boards set out in Table 1 corresponding to the contracting Qlik entity and conducted in the English language. The Parties hereby expressly and irrevocably submit to the exclusive jurisdiction of such courts or arbitral bodies for the purpose of any such suit, action or proceeding. Notwithstanding anything to the contrary in this Agreement, either Party may at any time seek injunctive or interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of such Party, including, but not limited to, the confidentiality and use restrictions of this Agreement. TO THE EXTENT AVAILABLE UNDER APPLICABLE LAW, LICENSEE EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THIS AGREEMENT.

9.9 Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the effective date of this Agreement and which are beyond the reasonable control of the Parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the force majeure at reasonable cost.

9.10 Notices. All notices and other communications given or made pursuant to this Agreement concerning a breach, violation or termination hereof will be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier. All notices or other communications to Qlik shall be addressed to: the contracting Qlik entity identified in Table 1, Attention: Legal Department. Unless otherwise specified by the Licensee, all notices to Licensee shall be sent to the address provided by Licensee in the Order Form.

9.11 Relationship between the Parties. The Parties are independent contractors. Nothing in this Agreement will be construed to create an agency, joint venture, partnership, fiduciary relationship, joint venture or similar relationship between the Parties.

9.12 Waiver. No term of this Agreement will be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same. Neither this Agreement nor any Order Form shall be dependent on Licensee issuing a purchase order. Licensee acknowledges that any purchase order is for its administrative convenience only and that Qlik has the right to issue an invoice and collect payment without a corresponding purchase order. Any additional or conflicting terms or conditions in any purchase order or other ordering documentation shall have no legal force or effect.

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

9.14 Limitation. Subject to applicable law, no action, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action arose.

9.15 Entire Agreement; Severability; Language. This Agreement is the complete statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications pertaining to the subject matter of this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in force and effect. The English language version of this Agreement shall be the governing version used when interpreting or construing this Agreement.

9.16 U.S. Government End Users. The Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and Documentation by the U.S. Government shall be governed solely by the terms and conditions of this Agreement.

9.17 Publicity. Licensee hereby grants Qlik the right to list Licensee as a customer of Qlik along with other customers in marketing materials such as the Qlik web site, customer-facing presentations and press releases.

QLIK USER LICENSE AGREEMENT - Table 1
Governing Law and Venue¹

1. **Australia.** If Licensee's license key begins with 61, then:
 - (i) the contracting entity is QlikTech Australia Pty Ltd, with offices at 213 Miller Street, North Sydney, NSW 2060, Australia, Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of New South Wales, Australia; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by the Courts of New South Wales, Australia, and any courts competent to hear appeals therefrom.
2. **Brazil.** If Licensee's license key begins with 55, then:
 - (i) the contracting entity is QlikTech Brazil Comercializacao de Software Ltda, with offices at Avenida das Nações Unidas, no. 6917, 1st floor, room 13, Alto de Pinheiros, in the City and State of São Paulo, CEP 05477-000 Brazil; Attention: Legal Department; and
 - (ii) the Governing Law shall be the laws of Brazil; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce[†] in Stockholm.
3. **Canada.** If Licensee's license key begins with 90, then:
 - (i) contracting entity is QlikTech Corporation, with offices at 1166 Alberni Street; Suite 250, Vancouver, British Columbia V6E 3Z3, Canada, Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of the Province of British Columbia, Canada; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by the Courts of British Columbia.
4. **China.** If Licensee's license key begins with 86, then
 - (i) contracting entity is Qlik Technology (Beijing) Limited Liability Company with offices at Unit 1017, Tower 1, Taikang Financial Center, Dongsanhuang Bei Lu, Chaoyang District Beijing 100027
 - (ii) the Governing Law shall be the laws of the People's Republic of China
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) shall be determined by arbitration by the China International Economic and Trade Arbitration Commission (CIETAC) ††††† situated in Beijing and the arbitrators shall have the power to order, among other things, specific performance and injunctive relief.
5. **Denmark.** If Licensee's license key begins with 45, then:
 - (i) contracting entity is QlikTech Denmark A/S, with offices at Øster Allé 56, 4th Floor 2100, Copenhagen Ø Denmark, Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Sweden; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce[†] in Stockholm.
6. **Finland.** If Licensee's license key begins with 35, then:
 - (i) contracting entity is: QlikTech Finland Oy, with offices at Lautatarhankatu 6 A 3krs, 00580 Helsinki, Finland; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Sweden; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce[†] in Stockholm.
7. **France.** If Licensee's license key begins with 33, then:
 - (i) contracting entity is: QlikTech France SaRL, with offices at Tour Initiale, 1 Terrasse Bellini, 5th Floor, 92800 Puteaux, La Defense, Paris, France; Attention: Legal Department;
 - (ii) the Governing Law shall be the Laws of France; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by the Courts of Paris, France.
8. **Germany.** If Licensee's license key begins with 49, then:
 - (i) contracting entity is: QlikTech GmbH, with offices at Tersteegenstr. 25, D-40474 Düsseldorf, Germany; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Germany; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by the Courts of Düsseldorf, Germany.
9. **Hong Kong.** If Licensee's license key begins with 85, then:
 - (i) contracting entity is: QlikTech Hong Kong Limited, with offices at Unit 1907,19/F., Miramar Tower, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Hong Kong SAR; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) shall be determined by arbitration in the Hong Kong SAR in accordance with the laws of the Hong Kong SAR^{††} and the arbitrators shall have the power to order, among other things, specific performance and injunctive relief.
10. **India.** If Licensee's license key begins with 91, then:
 - (i) contracting entity is: QlikTech India Pvt. Ltd, with offices at The Millenia, Tower A, 4th Floor, Murphy Road, Ulsoor, Bangalore– 560 008, India, Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of India; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be finally resolved by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendments thereto.^{†††}
11. **International Markets.** If Licensee's license key begins with 258 or any other number not specified herein, then:
 - (i) contracting entity is QlikTech International Markets AB, with offices at Scheelevägen 24-26, SE-223 63 Lund, Sweden; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Sweden; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce[†] in Stockholm.
12. **Italy.** If Licensee's license key begins with 39, then:
 - (i) contracting entity is: QlikTech Italy Srl, with offices at Via Dante 15 - 20123, Milano, Italy, Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Italy; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated exclusively by the Court of Milan.
13. **Japan.** If Licensee's license key begins with 81, then:
 - (i) contracting entity is: QlikTech Japan K.K., with offices at Izumi Garden Tower 10F, 1-6-1 Roppongi Minato-ku, Tokyo, 106-6010 Japan; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Japan; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by the Tokyo District Court.
14. **Latin America.** If Licensee's license key begins with 50, then:
 - (i) contracting entity is QlikTech LATAM AB, with offices at Scheelevägen 24-26, SE-223 63 Lund, Sweden; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Sweden; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce[†] in Stockholm.
15. **Mexico.** If Licensee's license key begins with 52, then:
 - (i) contracting entity is QlikTech México S. de R.L. de C.V., with offices at Periferico Sur 4348, Col. Jardines del Pedregal, 04500, Mexico, D.F.;
 - (ii) the Governing Law shall be the laws of Mexico; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce[†] in Stockholm.
16. **Netherlands.** If Licensee's license key begins with 31, then:
 - (i) contracting entity is QlikTech Netherlands B.V., with offices at The Base, building B, 6th Floor, Evert van de Beekstraat 1, 1118 CCL Schiphol Centrum, The Netherlands; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of the Netherlands; and
 - (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the SGOA (the Dutch Foundation for the Settlement of Automation Disputes) in The Hague.
17. **New Zealand.** If Licensee's license key begins with 64, then:
 - (i) contracting entity is QlikTech New Zealand, with offices at Level 15, 171 Featherstone Street, Wellington 6011, New Zealand; Attention: Legal Department;

¹ Listed by Qlik subsidiary country location.

- (v) the Governing Law shall be the laws of New Zealand; and
- (vi) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be brought before the Courts of New Zealand.
18. **Norway.** If Licensee's license key begins with 47, then:
- (i) contracting entity is QlikTech Norway AS, with offices at Regus; Karenslyst allé 50; Skoyen District; 0279 Oslo, Norway; Attention: Legal Department;
- (ii) the Governing Law shall be the laws of Sweden; and
- (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce[†] in Stockholm.
19. **Poland.** If Licensee's license key begins with 48, then:
- (i) contracting entity is: QlikTech spółka z ograniczoną odpowiedzialnością with offices at Pl. Piłsudskiego 1, IVth floor, 00-078 Warsaw, Poland, Attention: Legal Department;
- (ii) the Governing Law shall be the law of the Republic of Poland; and
- (iii) any disputes arising out of or in connection with this Agreement will be adjudicated by the competent court in the territory of the Republic of Poland adjudicated by the court competent for the seat of QlikTech.
20. **Singapore.** If Licensee's license key begins with 65, then:
- (i) contracting entity is QlikTech Singapore Pte. Ltd., with offices at 9 Temasek Boulevard, #17-02 Suntec Tower Two, 038989, Singapore; Attention: Legal Department;
- (ii) the Governing Law shall be the laws of Singapore; and
- (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration in Singapore in accordance with the then-current UNCITRAL Arbitration Rules^{††††}, and the law governing the agreement contained in this Section T(iii) shall be the laws of Singapore.
21. **Spain.** If Licensee's license key begins with 34, then:
- (i) contracting entity is: QlikTech Ibérica S.L., with offices at Avenida de Europa 22, 3ª planta C-D, Parque Empresarial La Moraleja, Edificio Mutua Madrileña, 28108 Alcobendas, Madrid; Attention: Legal Department;
- (ii) the Governing Law shall be the laws of Spain; and
- (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by the Courts of the city of Madrid, Spain.
22. **Sweden.** If Licensee's license key begins with 46, then:
- (i) contracting entity is QlikTech Nordic AB, with offices at Scheelevägen 24-26, SE-223 63 Lund, Sweden; Attention: Legal Department;
- (ii) the Governing Law shall be the laws of Sweden; and
- (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce[†] in Stockholm.
23. **United Kingdom.** If Licensee's license key begins with 44, then:
- (i) contracting entity is: QlikTech UK Limited, with offices at 1020 Eskdale Road, Winnersh Wokingham, Berkshire, RG41 5T United Kingdom; Attention: Legal Department;
- (ii) the Governing Law shall be the laws of England & Wales; and
- (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by the courts of England and Wales.
24. **United States of America.** If Licensee's license key begins with 1, then:
- (i) contracting entity is: QlikTech Inc. with offices at 150 N. Radnor-Chester Rd; Suite E220, Radnor, PA 19087; Attention: Legal Department;
- (ii) the Governing Law shall be the laws of the Commonwealth of Pennsylvania, USA; and
- (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by the State and Federal Courts of Delaware County in the Commonwealth of Pennsylvania.

† Where the amount in dispute clearly does not exceed EUR 100,000, the Stockholm Chamber of Commerce (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 amount set forth above, the Rules of the SCC Institute shall apply and the arbitral tribunal shall be composed of three arbitrators. The arbitration proceedings shall be conducted in English. The parties shall bear their own costs and expenses, including attorneys' fees, but the arbitrator may, in the award, allocate all of the administrative costs of the arbitration, including the fees of the arbitrators, against the Party that did not prevail. The decision of the arbitrator shall be final and binding upon both Parties and shall be enforceable in any court of law.

†† The arbitration shall be administered by the Hong Kong International Arbitration Centre ("HKIAC") pursuant to its rules and procedures. There shall be three (3) arbitrators. One arbitrator shall be appointed by Qlik. One arbitrator shall be appointed by Licensee. The third arbitrator shall be agreed between the Parties, and failing agreement, or if the arbitrator selected is unable or is unwilling to act, the appointing authority shall be the HKIAC. The arbitration proceedings shall be conducted in English. The parties shall bear their own costs and expenses, including attorneys' fees, but the arbitrators may, in the award, allocate all of the administrative costs of the arbitration, including the fees of the arbitrators, against the Party that did not prevail. The decision of the arbitrators shall be final and binding upon both Parties and shall be enforceable in any court of law.

††† The arbitration shall be conducted before a panel of three arbitrators, selected as follows: one arbitrator shall be appointed by Licensee; one arbitrator shall be appointed by Qlik; and the third arbitrator shall be jointly appointed by the two arbitrators so appointed. The place of arbitration shall be Mumbai. The arbitration proceedings shall be conducted in English. The arbitrator's award shall be substantiated in writing. The Parties shall bear their own costs and expenses including attorney's fees, but the court of arbitration may decide to allocate all of the administrative costs of the arbitration, including the fees of the arbitrator, against the Party that did not prevail. The decision of the arbitrator shall be final and binding upon both Parties subject to the applicable laws in force, and shall be enforceable in any court of law.

†††† The arbitration shall be administered by the Singapore International Arbitration Centre ("SIAC"). There shall be one arbitrator. The arbitrator shall be agreed between the Parties. Failing agreement, or if the arbitrator selected is unable or is unwilling to act, the appointing authority shall be the SIAC. The arbitration proceedings shall be conducted in English. The Parties shall bear their own costs and expenses, including attorneys' fees, but the arbitrator may, in the award, allocate all of the administrative costs of the arbitration, including the fees of the arbitrator, against the Party that did not prevail. The arbitrator shall have the power to order, among other things, specific performance and injunctive relief. The decision of the arbitrator shall be final and binding upon both Parties and shall be enforceable in any court of law.

††††† The arbitration shall be administered by the China International Economic and Trade Arbitration Commission (CIETAC) pursuant to its rules and procedures. There shall be three (3) arbitrators. Each Party will appoint one arbitrator each. The third arbitrator shall be agreed between the Parties, and failing agreement, or if the arbitrator selected is unable or unwilling to act, the appointing authority shall be the CIETAC. The arbitration proceedings shall be conducted in English. The Parties shall bear their own costs and expenses, including attorneys' fees, but the arbitrators may, in the award, allocate all of the administrative costs of the arbitration, including the fees of the arbitrators, against the Party who did not prevail. The decision of the arbitrators shall be final and binding upon both Parties and shall be enforceable in any court of law. Notwithstanding anything to the contrary in this Agreement, either Party may at any time seek injunctive or interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of such Party.

QLIK USER LICENSE AGREEMENT – Addendum 1 Licensees in Germany, Austria and Australia

This Addendum to the Qlik Licensee License Agreement (“Agreement”) shall apply to Licensees who purchase Qlik Products in Germany, Austria and Australia, and supersedes any conflicting terms in the Agreement.

1. Licensees in Germany or Austria. The terms in this Section 1 are applicable to any Licensee who obtains its license key(s) from QlikTech GmbH, as set forth in Table 1 of this Agreement; and designates an address on an Order Form in Germany or Austria.

1.1. Limited Warranty. With regard to perpetual Software licenses issued under this Agreement, Section 3 of the Agreement does not apply. Instead, the following limited warranty shall apply: Qlik warrants that the initial version of the Software delivered hereunder (but excluding any updates thereto provided as a result of Maintenance) provides the functionalities set forth in the Documentation (the “agreed upon functionalities”) for the limited warranty period following the Delivery Date when used on the recommended hardware configuration. As used in this Section, “limited warranty period” means one (1) year. Non-substantial variation from the agreed upon functionalities shall not be considered and does not establish any warranty rights. To make a warranty claim, Licensee must notify Qlik in writing during the limited warranty period. If the functionalities of the Software vary substantially from the agreed upon functionalities, Qlik shall be entitled, by way of re-performance and at its own discretion, to repair or replace the Software. If this fails, Licensee is entitled to cancel the purchase agreement (rescission).

1.2. Limited Subscription Warranty. With regard to subscriptions issued under this Agreement, the following limited warranty shall apply:

1.2.1. The Parties agree and acknowledge that the Qlik Products, including Qlik DataMarket (QDM) data, are provided “as is”, “as available” and without warranty of any kind, express or implied, including but not limited to, the implied warranties of merchantability, satisfactory quality, and fitness for a particular purpose, whereas Qlik shall remedy any defects in kind as part of its ongoing maintenance obligations which are included and fully compensated by the Maintenance Fee. Further, Qlik and its vendors disclaim any warranty that the Licensee’s 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. The Licensee hereby acknowledges 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. The Licensee’s use of the services is solely at its own risk.

1.2.2. The Parties agree and acknowledge that the following modifications of Licensee’s statutory warranty rights shall apply:

(a) Qlik shall have no liability for initial material defects of the Software (*Sachmängel*) regardless of whether they have been caused by Qlik’s fault (*verschuldensunabhängig*);

(b) The Licensee’s (i) right of reduction (*Minderung*), (ii) set-off and (iii) retention shall be excluded unless, as regards to (ii) and (iii), Licensee asserts such rights on the basis of claims that have been asserted by a final court judgment;

(c) Any warranty claims of the Licensee against Qlik shall become time-barred 12 months after the start of the statutory warranty period; and

(d) For the avoidance of doubt, the Parties agree and acknowledge no further warranty period shall apply in regard to updates or upgrades to the Software that Qlik provides during the initial or any renewal term of the subscription licenses. Any damage claim Licensee has under an applicable warranty shall be limited by the limitation of liability provision set forth under Section 5 of this Agreement.

THE LIMITED WARRANTIES IN THIS SECTION DO NOT APPLY TO SOFTWARE OR SERVICES PROVIDED TO LICENSEE FREE OF CHARGE, OR SOFTWARE THAT HAS BEEN ALTERED BY LICENSEE, OR TO UPDATES PROVIDED UNDER MAINTENANCE, TO THE EXTENT SUCH ALTERATIONS CAUSED A DEFECT.

1.3 Third Party Intellectual Property Infringement Indemnification in Germany or Austria. Section 6.4 is supplemented by the following additional sentence: LICENSEE’S STATUTORY CLAIMS FOR DAMAGES SHALL REMAIN UNAFFECTED, PROVIDED, HOWEVER; THAT ANY SUCH CLAIMS SHALL BE LIMITED BY THE LIMITATION OF LIABILITY AS SET FORTH HEREUNDER.

1.4. Limitation of Liability. Sections 5.1 to 5.3 of the Agreement are not applicable. Instead, subject to the provisions in 1.4.2 below, Qlik’s statutory liability for damages shall be limited as follows:

1.4.1. Qlik shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual obligation the fulfillment of which is essential for the proper execution of this Agreement, the breach of which endangers the purpose of this Agreement and on the fulfillment of which the Licensee regularly relies).

1.4.2. Qlik shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act, liability for assuming a specific guarantee, liability for damages caused by willful misconduct or gross negligence, or any kind of willfully or negligently caused personal injuries, death or damages to health.

1.4.3. Licensee shall take all reasonable measures to avoid and reduce damages, in particular, to make back-up copies of data on a regular basis and to carry out security checks for the purpose of defending or detecting viruses and other disruptive programs within Licensee’s IT system.

1.4.4. To the extent Qlik’s liability is limited or excluded, the same shall apply in respect of any personal liability of Qlik’s legal representatives, employees, suppliers, resellers and vicarious agents. For the avoidance of doubt, the foregoing provisions shall leave unaffected the warranty provisions regarding Consulting Services as under Section 3.4, in case Licensee obtains these in Germany or Austria.

2. Warranties, Limitations and Disclaimers for Licensees in Australia. If Licensee (i) obtains its license key(s) from QlikTech Australia Pty Ltd, as set forth in Table 1 of this Agreement; and (ii) is a “consumer” under the Competition and Consumer Act 2010 (Cth), then: (a) Licensee’s rights under Section 3 of the Agreement are separate and additional to any warranties or consumer guarantees that cannot be excluded under Australian law (including, without limitation, consumer guarantees as to title and acceptable quality under the Competition And Consumer Act) (“Non-Excludable Rights”); the limitations, exclusions and disclaimers contained in this Agreement shall not be apply to the extent that they purport to exclude any Non Excludable Rights; and (b) with respect to claims relating to breach of any Non Excludable Rights, the liability of Qlik is limited (where Qlik is permitted by law to do so) at Qlik’s option to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing the goods in respect of which the breach occurred, or resupplying or paying the cost of resupplying, the services in respect of which the breach occurred.