



# OEM Additional Products Addendum

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

## 1. Qlik OEM Web Connectors Terms and Conditions

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

1.2. Permitted Use. Subject to the terms of the OEM Agreement and Section 1.3 below, Partner is granted a non-exclusive, non-transferable, non-assignable, revocable and limited right, during the applicable Qlik Product Subscription Term to access, use, implement and integrate the Qlik OEM Web Connectors, solely in conjunction with its authorized use of the Qlik Products to create the OEM Product in accordance with the OEM Agreement.

1.3. Prohibitions and Restrictions. Except as expressly permitted in Section 1.2, Partner will not, nor will it permit or authorize anyone to (a) decompile, reverse engineer, modify or alter any part of the Qlik OEM Web Connectors; (b) use the Qlik OEM Web Connectors in any manner that violates applicable law; (c) permit or authorize any customer, prospect or any third party to distribute, convey, lend, lease, share, copy, sell, charge for the right to use, transfer, market, sublicense, rent or otherwise make available the Qlik OEM Web Connectors to any third party, including any Qlik OEM Web Connector created with the software development kit; or (d) use the Qlik OEM Web Connectors for the purpose of monitoring availability, functionality or performance for benchmarking or competitive purposes. Partner shall not disclose or provide any Software license keys or any other credentials used to access any Qlik OEM Web Connectors to any user that is not an employee or independent contractor of Partner or an Affiliate. Partner hereby agrees that it shall be responsible for all acts and omissions of any user to whom Partner provides any software license keys and/or any Qlik credentials.

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

1.5 Qlik OEM Web Connectors Subscription Termination. Partner’s right to use the Qlik OEM Web Connectors may be terminated by Qlik if Partner breaches the terms of these Qlik OEM Web Connectors terms.

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



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

- In connection with any use of the Qlik OEM Web Connectors, Customers are required to comply with applicable law, regulation, and the third-party terms for Qlik Web Connectors located at [www.qlik.com/license-terms](http://www.qlik.com/license-terms).

- For any YouTube Connectors, Partner must include a link to YouTube's Terms of Service (<https://www.youtube.com/t/terms>), and include a statement that by using those API Clients, users are agreeing to be bound by the YouTube Terms of Service.

- For any Google Connectors, the Qlik Mailbox Connector or Qlik Notification Connector, Partner must include a line to Google's Terms of Service (<https://developers.google.com/terms/>) and include a statement that by using those API Clients, users are agreeing to be bound by the Google Terms of Service.

- Certain Connectors require each end user to sign up to a subscription with the API owner in order to access the Connector. Qlik shall have no responsibility or liability if end user cannot access the Connector due to end user's failure to obtain or maintain the applicable subscription with the API owner.

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

## 2. Qlik Geocoding

2.1 Qlik Geocoding is an add-on package for Qlik GeoAnalytics that is used to provide geographical (GPS) coordinates corresponding to a location, such as a street address (or vice-versa).

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

2.3 Where Qlik Geocoding has been purchased, the following terms shall additionally apply:

- Qlik Geocoding requires a Qlik GeoAnalytics Base or Qlik GeoAnalytics Enterprise Server license.

- Qlik may suspend access to Qlik Geocoding: (a) for overuse or misuse of Qlik Geocoding; (b) for scheduled maintenance; (c) to prevent a threat or attack on its services; or (d) if Qlik Geocoding become prohibited by law, or supporting third-party services become unavailable to Qlik on commercially reasonable terms.

- Partner shall not, as a component of any Qlik Geocoding lookup request, transmit any data (a) that it does not have the right to use and transmit; or (b) that is unclassified controlled technical information (UCTI) under DFARS 204.73, or protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA).

- Certain third-party licensors of data used with Qlik Geocoding to return resultant geographical coordinates require Qlik to flow down additional attribution requirements and terms of use to Qlik's licensees. These terms supplement and amend the terms of the OEM Agreement and are available at <http://www.esri.com/legal/third-party-data>.

2.4 Pass-Through Terms. Partner is required to include the following in its agreement with any Customer accessing Geocoding:

- Customer shall not, as a component of any Qlik Geocoding lookup request, transmit any data (a) that it does not have the right to use and transmit; or (b) that is unclassified controlled technical information (UCTI) under DFARS 204.73, or protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA).

- In connection with any use Qlik Geocoding, Customer is required to comply with applicable law, regulation, and the additional terms at <http://www.esri.com/legal/third-party-data>.