QLIK® SOFTWARE 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 CLICKING ON THE "I ACCEPT" BUTTON OR DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT ALL SUCH USE IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY SUCH USE WILL CONSTITUTE SUCH ACCEPTANCE AND RESULT IN A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN LICENSEE AND THE QLIK ENTITY IDENTIFIED IN TABLE 1 TO THIS AGREEMENT THAT ISSUED THE SOFTWARE LICENSE KEY(S) ("QLIK"). IF YOU ARE ACCEPTING 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.

1.   Grant of License

1.1.   License Grant. Subject to the terms and conditions of this Agreement, Qlik hereby grants to Licensee a world-wide, non-exclusive, non-transferable license, without right of sublicense, to, and permit its Affiliates and their respective Authorized Users to, download, install and use (i) the Software, and (ii) the Software application program interface (API) solely in order to develop and implement web or other software applications that, by making calls to the Software API, utilize or interact with the Software, each of (i) and (ii) solely for Licensee and its Affiliates' internal business operations and in accordance with the Documentation. Licensee shall maintain reasonable technical and procedural access controls and system security to safeguard the Software and Documentation and agrees to be directly responsible for any violations of this Agreement by anyone that it has allowed to access the Software.

1.2.   License Restrictions. Except as expressly permitted by this Agreement, Licensee will not, nor will it permit or authorize anyone to:

1.2.1.   distribute, convey, lend, lease, share, sell, transfer, market, sublicense, rent or otherwise make available any component of the Software or any Documentation;

1.2.2.   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 Software except as expressly authorized by the mandatory provisions of applicable law;

1.2.3.   use, offer or otherwise exploit the Software as a revenue-generating, commercial or value enhancing product or service to or for any third party, including, without limitation, providing external training, hosting services, time-sharing, outsourcing, service bureau or software as a service (SaaS) functionality, or ASP or managed services, and whether or not bundled or integrated with other products or services;

1.2.4.   use the Software for purposes of benchmarking, collecting and publishing data or analysis relating to the performance of the Software, or developing a product that is competitive with any Qlik product or service;

1.2.5.   remove any copyright, trademark or other proprietary notice from the Software or any Documentation; or

1.2.6.   alter or circumvent any Software license key or any other restrictions or limitations on Software access or use.

1.3.   Retention of Rights. The Software and Documentation 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 Software and Documentation 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"). This Agreement does not grant permission to use the Marks, except as required for reasonable and customary use in describing the Software and Documentation.

1.4.   Feedback. If Licensee chooses to provide Qlik with ideas or suggestions regarding any Qlik products or services, Licensee agrees that Qlik is free to use any such ideas and suggestions for any purpose, including, without limitation, developing, improving and marketing products and services, without any liability or payment of any kind to Licensee.

2.   Maintenance and Services

2.1.   Maintenance and support for the Software ("Maintenance") will be made available to Licensee in accordance with Qlik's then-current Software maintenance policy (currently available at www.qlik.com/license-terms), subject to Licensee's continued payment of the applicable fees for such services. Licensee is required to purchase Maintenance for the initial twelve-month period following the Delivery Date (the "Initial Term"). Where Licensee elects to receive Maintenance directly from a Qlik-authorized reseller, such services will be provided solely by such reseller pursuant to a separate written agreement between Licensee and the applicable reseller.

2.2.   Where Maintenance is provided directly by Qlik, the term for such services shall automatically renew at the end of the Initial Term, and each subsequent term thereafter, on an annual basis unless Licensee provides Qlik with written notice of non-renewal at least forty-five (45) days prior to the end of the then-current annual term. Qlik may increase Maintenance fees for any future annual term so long as: (i) Qlik notifies Licensee in writing of such fee increase at least sixty (60) days prior to the end of the then-current term; and (ii) the increase does not exceed five percent (5%) of the Maintenance fees for the then-current term.

2.3.   The Software licenses and Maintenance provided pursuant to this Agreement do not include consulting, implementation, education or other services. Payment of Software license fees due under this Agreement shall not be contingent under any circumstances upon the performance of any such services.

2.4.   From time to time, Licensee may request that Qlik provide Consulting Services. Unless otherwise agreed in a Statement of Work, Consulting Services will be provided by Qlik on a time and materials basis and Qlik will be the sole and exclusive owner of all right, title and interest in and to any deliverables created by Qlik in connection with the performance of any Consulting Services. Such deliverables are licensed to Licensee on the same terms and conditions as set forth in Section 1. Qlik may make training available to Licensee subject to Licensee's payment of Qlik's then-current fees for such courses. Any training or education services will be provided in accordance with this Agreement and

the Education Services Terms set forth at www.qlik.com/license-terms.

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. The 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 license 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 de-installation of the Software by Licensee and reversion to the prior Qlik product.

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

3.3. Qlik will have no liability with respect to 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, AND SUBJECT TO SECTION 8.8, QLIK MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE 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 SOFTWARE WILL BE ENTIRELY FREE FROM DEFECTS OR OPERATE UNINTERRUPTED OR ERROR FREE.

4. Limitation of Liability

4.1. Limitation of Liability. Subject to Section 8.8, except with respect to (i) death or bodily injury caused by a Party's negligence, (ii) breach of Section 8.6 (Compliance with Laws), (iii)

a Party's willful misconduct or gross negligence, (iv) each Party's indemnification obligations under this Agreement and (v) Licensee's violation of intellectual property rights, the 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).

4.2. Exclusion of Damages. IN NO EVENT WILL QLIK OR, ITS AFFILIATES 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, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

4.3. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED IN THIS AGREEMENT WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS 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.

4.4. 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 Affiliates or 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 under this Agreement.

5. Intellectual Property Infringement Indemnification

5.1. Indemnification. Qlik shall indemnify, defend and hold harmless Licensee and its Affiliates against any IP Claims, provided that Licensee (i) promptly notifies Qlik in writing of such IP Claim; (ii) allows Qlik to have 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.

5.2. 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.

5.3. Remedies. If the 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

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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 to Licensee a pro rata portion of the license fees received by Qlik with respect thereto, 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.

5.4. SOLE AND EXCLUSIVE REMEDY. THIS SECTION 5 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.

6. 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. A Party's obligations with respect to confidentiality 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 Software and all pricing information shall be treated as the Confidential Information of Qlik.

7. Term and Termination

7.1. Term. This Agreement shall become effective as of the Delivery Date and shall remain in effect until terminated by either Party in accordance with Sections 3.2, 5.3, 7.2 or 7.3.

7.2. Termination for Breach. Qlik may terminate this Agreement in its entirety or on a Software license-by-Software license basis upon written notice to Licensee (and without resort to court or other legal action) if Licensee: (i) breaches any provision in Section 1.1 or 1.2 and does not cure the breach within ten (10) days after receiving written notice thereof from Qlik; (ii) fails to pay any portion of the fees under an applicable Order Form within ten (10) days after receiving written notice from Qlik that payment is past due; (iii) breaches any other provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from Qlik; or (iv) commits a material breach that is not capable of being cured.

7.3. Termination for Insolvency. Qlik may terminate this Agreement in its entirety effective immediately upon written notice to Licensee if Licensee: (i) terminates or suspends its business without a successor; (ii) become 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 (iii) become subject to any bankruptcy or insolvency proceeding.

7.4. Effect of Termination. Upon termination of this Agreement or any Software license, Licensee shall: (i) immediately cease using the applicable Software, 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 Software 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 Software and Documentation, 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.

8. General Provisions

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

8.1.1. "**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.

8.1.2. "**Agreement**" means this Qlik Software User License Agreement and the Order Form between Qlik and Licensee, if any.

8.1.3. "**Authorized User**" means an employee or independent contractor of either Licensee or an Affiliate of Licensee, based in the location(s) identified within an Order Form, who has been authorized by Licensee to use the Software and Documentation in accordance with the terms and conditions of this Agreement.

8.1.4. "**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 with respect to these exclusions, the burden of proof will be on the receiving Party and such proof will be by clear and convincing evidence.

8.1.5. "**Consulting Services**" means any consulting services requested by Licensee and performed by Qlik under the terms of this Agreement and, as applicable, (i) the Consulting Services Terms available at www.qlik.com/license-terms, and (ii) any additional terms in an Order Form and/or Statement(s) of Work.

8.1.6. "**Delivery Date**" means the date on which both the Software specified in the relevant Order Form and the license key(s) for such Software are initially made available (via download or otherwise) to Licensee.

8.1.7. "**Documentation**" means the then-current user documentation for the Software, including the License Metrics document available at www.qlik.com/license-terms, as the same may be modified from time to time in the sole discretion of Qlik, and in the form provided by Qlik, whether in printed, electronic or other media format, for the applicable Qlik Software licensed hereunder, or that is provided by Qlik as part of any services provided by Qlik either directly or with the assistance of its contractors. Documentation is available upon the request of Licensee at any time or upon Software download or service completion. LICENSEE AGREES TO BE, AND IS HEREBY BOUND BY, THE TERMS OF SUCH DOCUMENTATION AS IF SUCH DOCUMENTATION WAS ATTACHED TO AND MADE A PART OF THIS AGREEMENT.

8.1.8. "**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 or any member country of the European Economic Area, or misappropriates a third party trade secret.

8.1.9. "**Party**" or "**Parties**" means Qlik and Licensee, individually and collectively as the case may be.

8.1.10. "**Order Form**" means a written document generated by Qlik (or otherwise acceptable to the Parties) that incorporates by reference the terms and conditions of this Qlik Software User License Agreement, is executed by the Parties and pursuant to which Licensee orders Software licenses, maintenance and support, education and/or Consulting Services. Where the Software licenses are procured through one of Qlik's authorized resellers, an Order Form shall also mean the ordering documentation for the Software existing between such authorized reseller and Qlik.

8.1.11. "**Software**" means the release of the Qlik® software, in object code form, provided or made available to Licensee pursuant to the applicable Order Form, 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 noted, the Software, Software API and Documentation are referred to collectively herein as "Software."

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

8.2. 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 Software 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. In the event Qlik does not receive a timely response pursuant to this Section 8.2, Qlik shall have the right, on its own or through its designated agent or third party accounting firm, to conduct an on-premise audit of Licensee's use and deployment of the Software 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.

8.3. Third Party Materials. The Software 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. The applicable license terms and 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. Licensee shall abide by all such license terms including, without limitation, any provisions governing access to source code or modification. QLIK MAKES NO REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING THE THIRD PARTY MATERIALS. QLIK HEREBY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO LICENSEE'S USE OF ANY THIRD PARTY MATERIALS.

8.4. 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.

8.5. Information Practices. In order to verify the identity and contact information of Licensee and/or to support Licensee and improve the customer experience with the Software, Qlik may collect and use certain information relating to the use of the Software. This information may include size and number of databases and document objects, session information (e.g., number, duration, error messages, types/number of users and applications used) and browser and server configurations.

8.6. Compliance with Laws. Licensee agrees at all times to comply with applicable laws and regulations in its performance of this Agreement, which may include, without limitation, U.S. export control laws and regulations and regulations declared by the U.S. Department of the Treasury Office of Foreign Assets Control, and their counterparts under applicable law. 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 this Section 8.6.

8.7. 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 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.

8.8. Specific Provisions and Exceptions.

8.8.1. Limited Warranty for Users in Germany or Austria. If Licensee: (i) obtains its Software license key(s) from QlikTech GmbH, as set forth in Table 1 of this Agreement; and (ii) usually

resides in Germany or Austria, then Section 3 does not apply. Instead, 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 a reduction of the purchase price (reduction) or to cancel the purchase agreement (rescission). Any damage claim Licensee has under an applicable warranty shall be limited by the limitation of liability provisions of this Agreement.

8.8.2. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE PROVIDED TO LICENSEE FREE OF CHARGE OR SOFTWARE THAT HAS BEEN ALTERED BY LICENSEE OR TO ANY UPDATES PROVIDED UNDER MAINTENANCE, TO THE EXTENT SUCH ALTERATIONS CAUSED A DEFECT.

8.8.3. Third Party Intellectual Property Infringement Indemnification in Germany or Austria. If Licensee: (i) obtains its Software license key(s) from QlikTech GmbH, as set forth in Table 1 of this Agreement; and (ii) usually resides in Germany or Austria, then Section 5.4 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.

8.8.4. Limitation of Liability for Users in Germany or Austria. If Licensee: (i) obtains its Software license key(s) from QlikTech GmbH, as set forth in Table 1 of this Agreement; and (ii) usually resides in Germany or Austria, then Sections 4.1 to 4.3 above will not apply. Instead, subject to the provisions in 8.8.4.1, Qlik's statutory liability for damages shall be limited as follows: (a) 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 fulfilment of which is essential for the proper execution of this Agreement, the breach of which endangers the purpose of this Agreement and on the fulfilment of which the Licensee regularly relies); and (b) Qlik shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

8.8.4.1. 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.

8.8.4.2. 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.

8.8.4.3. Regardless of the legal grounds giving rise to liability, Qlik 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 Qlik's willful misconduct or gross negligence.

8.8.4.4. 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.

8.8.5. Additional Warranty Terms for Users in Australia. Without limiting the provisions of Section 3, 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) to claim a breach of any warranty under this Agreement, Licensee must notify Qlik by the dates set out in Section 3.1 or Section 3.4, as applicable, by contacting Qlik at the address indicated in Table 1 of this Agreement; (b) Licensee will bear the expenses of claiming the warranty; (c) the benefits to Licensee given by each warranty under this Agreement are in addition to other rights and remedies of Licensee under a law in relation to the goods or services to which the warranty relates; and (d) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.

8.8.6. Limitations and Disclaimers for Users 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) the limitations, exclusions and disclaimers contained in this Agreement shall not apply to the extent they purport to exclude 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); and (b) the limitations of liability set forth in Section 4.1 shall not apply with respect to claims relating to breach of any statutory guarantee, in which case the liability of Qlik is as set out in Sections 3 and 8.8.5.

8.8.7. Evaluation Licenses. If Licensee is licensing the Software for evaluation purposes, use of the Software 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 Software are provided "AS-IS" without indemnification, maintenance and support, or warranty of any kind, expressed or implied.

8.9. 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.

8.10. 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.

8.11. 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.

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8.12. <u>Waiver</u>. 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.

8.13. <u>Equitable Relief</u>. 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.

8.14. <u>Limitation</u>. 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.

8.15. <u>Entire Agreement; Severability; Language</u>. 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. Notwithstanding the foregoing, if Licensee has entered into a separate written agreement with a Qlik entity prior to the Delivery Date which is intended to govern Licensee's Software and Maintenance purchase, then the terms of that separate agreement will govern in place 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 version used when interpreting or construing this Agreement.

8.16. <u>U.S. Government End Users</u>. 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.

8.17. <u>Publicity</u>. 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. There will be no implied endorsements that are explicitly or implicitly referenced other than the fact that the Licensee is a customer of Qlik.

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Table 1

A. If Licensee's license key begins with 61, then:

   (i) the contracting entity is QlikTech Australia Pty, Ltd, with offices at QlikTech Australia Pty Ltd, Level 11, 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 Sydney, New South Wales, Australia.

B. If Licensee's license key begins with 55, then:

   (i) the contracting entity is QlikTech Brazil Commercializacao 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;

   (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.

C. If the 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.

D. 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.

E. 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.

F. If Licensee's license key begins with 33, then:

   (i) contracting entity is: QlikTech France SaRL, with offices at 93, Ave Charles de Gaulle, 92200 Neuilly sur Seine, 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.

G. If Licensee's license key begins with 49, then:

   (i) contracting entity is: QlikTech GmbH, with offices at Rather Straße 110a, D-40476 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.

H. If Licensee's license key begins with 85, then:

   (i) contracting entity is: QlikTech Hong Kong, with offices at Level 21, The Center, 99 Queen's Road Central, 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.

I. 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.

J. If Licensee's license key begins with 257, then:

   (i) contracting entity is: QlikTech India Pvt. Ltd, Unit No. 608 & 609, Prestige Meridian – 1, No.29, M.G. Road, Bangalore– 560 001, 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 shall be referred to and finally resolved by arbitration under the LCIA India Arbitration Rules†††, which Rules are deemed to be incorporated by reference into this clause..

K. 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.

L. If Licensee's license key begins with 39, then:

   (i) contracting entity is: QlikTech Italy Srl, with offices at Via Gobetti 2A - 20063 Cernusco Sul Naviglio 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 by the Court of Milan.

M. 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.

N. 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.

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O. If Licensee's license key begins with 31, then:

    (i)   contracting entity is QlikTech QlikTech Netherlands B.V., with offices at Siriusdreef 29, 2132 WT Hoofddorp, 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.

P. 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.

Q. If Licensee's license key begins with 47, then:

    (i)   contracting entity is QlikTech Norway ApS, with offices at Regus; Karenslyst allé 8b; 0278 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 settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce† in Stockholm.

R. 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 shall be adjudicated by the competent court in the territory of the Republic of Poland adjudicated by the court competent for the seat of QlikTech.

S. 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, S(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 adjudicated by the courts of Singapore.

T. If Licensee's license key begins with 1, then:

    (i)   contracting entity is: QlikTech Inc. with offices at 150 N. Radnor-Chester Rd; 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.

U. If Licensee's license key begins with 44, then:

    (i)   contracting entity is: QlikTech UK Limited, with offices at 020 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.

† 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 language to be used in the arbitral proceedings shall, unless otherwise agreed, be English.

†† 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 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.

††† The arbitration shall be conducted before a panel of three arbitrators, selected as follows: one arbitrator shall be nominated by Licensee; one arbitrator shall be nominated by Qlik; and the third arbitrator shall be jointly nominated by the two arbitrators so nominated. The seat or legal place of arbitration shall be at the chambers of LCIA India in New Delhi. The proceedings of arbitration shall be in the English language. 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 award shall be binding on the Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law.