

Qlik® Trial Agreement

THIS TRIAL AGREEMENT GOVERNS CUSTOMER'S USE OF CERTAIN TRIAL SERVICES (THE "TRIAL SERVICES"). BY CLICKING ON THE ACCEPTANCE BOX OR ACCESSING OR USING THE TRIAL SERVICES, CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL SUCH ACCESS AND USE IS SUBJECT TO THIS AGREEMENT. ANY SUCH ACCESS OR USE WILL CONSTITUTE SUCH ACCEPTANCE AND RESULT IN A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN CUSTOMER AND QLIK. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A CORPORATION, PARTNERSHIP, ASSOCIATION OR OTHER ENTITY OR GROUP, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY OR GROUP TO THIS AGREEMENT.

1. Trial Services and Restrictions

- 1.1 Access. Qlik will make the Trial Services available to Customer for its internal business operations on a trial basis free of charge until the earlier of: (a) the end of the Trial Services free trial period or (b) termination by Qlik in its sole discretion (the "Term"). Subject to applicable law, Qlik reserves the right to withdraw, terminate or to modify a free trial at any time without prior notice and with no liability.
- 1.2 Restrictions. The rights to use the Trial Services granted hereunder are contingent upon Customer's and its Authorized Users' compliance with this Agreement and the Qlik Acceptable Use Policy. Customer shall not directly or indirectly: (i) make any Trial Services available to anyone other than Customer or its Authorized Users; (ii) use the Trial Services for any production purpose; (iii) offer, use, or otherwise exploit the Trial Services, whether or not for a fee, in any managed service provider offering; platform as a service (PaaS) offering; service bureau; or other similar product or offering; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, or any software, documentation or data related to the Trial Services; (v) modify or make derivative works based upon the Services; (vi) copy or create Internet "links" to the Services or "frame" or mirror" any of the Trial Services; (vii) permit direct or indirect access to or use of any Trial Services or Content in a way that circumvents any usage limit; (viii) use the Trial Services if Customer is a competitor of Qlik; or (ix) access the Trial Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Trial Services, or (c) copy any ideas, features, functions or graphics of the Trial Services.
- 1.3 General. Customer's registration for, or use of, the Trial Services shall be deemed to be Customer's agreement to abide by this Agreement for itself and on behalf of its Authorized Users, including any materials available on Qlik's website that are incorporated by reference herein, including registration and set up processes and Qlik's privacy and security policies. Customer shall be directly responsible for any violations of this Agreement by any party that it allows to access the Trial Services including Authorized Users. Qlik shall not be obligated to provide support services for the Trial Services but may elect to provide Trial Services updates in its sole discretion.

2. Customer Responsibilities

- 2.1 Privacy Policy. Customer acknowledges that the Trial Services are hosted by a third-party provider. Customer should refer to the privacy policy posted by such third party at <https://policies.google.com/privacy>, and the policies referred to therein, which shall apply to the Trial Services. Qlik may remove or update its third-party provider at any time and any such successor provider's privacy policy shall apply to the Trial Services. Qlik's Cookie & Privacy Policy shall apply to Customer and Authorized User registration and account administration information only and is located at www.qlik.com.
- 2.2 Privacy Compliance. Customers are recommended not to store EEA/Swiss/UK personal data (as defined under EU/Swiss/UK relevant law) or any Content that may be governed by industry specific legislation in the Trial Services. Qlik is neither the Data Controller nor the Data Processor (as defined under relevant EU/Swiss law) of any personal data Content inputted by Customer or any Authorized User. If Customer or any Authorized User chooses to input personal data Content, Customer shall remain solely liable and responsible for complying with applicable privacy laws with respect to Customer's and its Authorized Users' use of the Trial Services and the Content, including but not limited to EU General Data Protection Regulation and any other privacy/data protection obligations in relation to the processing of such Content (including but not limited to the obligations to delete data, process it lawfully, and restrictions regarding transfer outside of the EEA/Switzerland/UK, and responding to data subject access requests). All Content used by or within the Trial Services may be stored on servers located outside of the EEA/Switzerland/UK, unless options (if available) are selected and used by the Customer to retain the data on relevant servers within the EEA/Switzerland/UK. Further, Customer and Authorized Users are not permitted to store maintain, process or transmit sensitive personal information, including but not limited to financial information, country identifications numbers (such as social insurance, social security, driver's license or passport numbers) or Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in the Trial Services.
- 2.3 Responsibility for Content. Customer acknowledges and agrees that (i) Customer has sole responsibility to determine which Authorized Users gain access to the Trial Services and which Content such Authorized Users may access via the Trial Services; (ii) Qlik has no obligation to monitor any Content, (iii) Qlik is not responsible for the accuracy, completeness, appropriateness, copyright compliance or legality of any Content accessible using the Trial Services, and (iv) subject to Section 3, Customer is solely responsible for the uploading and/or deletion of any Content placed into the Trial Services by any Authorized User. Customer is solely responsible for the development, content, operation, maintenance, and use of Content including but not limited to responsibility for: (i) any claims relating to Content, including claimed violations of applicable law; and (ii) properly handling and processing notices that are sent to Customer (or any Authorized User) regarding Content, such as by any person claiming that any Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act. ANY DATA ENTERED INTO THE TRIAL SERVICES, AND ANY CONFIGURATION CHANGES MADE TO THE TRIAL SERVICES BY OR FOR CUSTOMER, DURING A FREE TRIAL MAY BE PERMANENTLY LOST.
- 2.4 Use. Customer hereby represents and warrants on behalf of itself and its Authorized Users that (a) it has all of the rights in the Content necessary for the uploading, use, display, publishing, sharing and distribution of the Content in the course of using the Trial Services; and (b) the storage, display, publication, performance, integration, use and transmission of Content through the Trial Services does not violate any law or this Agreement. Customer must promptly notify Qlik in writing of any unauthorized use of all or any portion of the Trial Services; including any tenant or account administration of the Trial Services. Authorized User login credentials are not permitted to be shared among Authorized Users or with any third parties. In the event of any such unauthorized use by any third party that obtained

access through Customer or any of its Authorized Users, Customer will immediately notify Qlik and take all steps necessary to terminate such unauthorized use. Customer will provide Qlik with such cooperation and assistance related to any such unauthorized use as Qlik may reasonably request. Customer acknowledges that in order to protect transmission of Content to the Trial Services, it is Customer's responsibility to use a secure encrypted connection to communicate with the Trial Services.

3. Effect of Termination; Disclaimers, Limitation of Liability

- 3.1 Upon any termination or expiration of this Agreement, Customer and its Authorized Users' right to access and use the Trial Services shall automatically cease, and all Content will be deleted. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- 3.2 THE TRIAL SERVICES AND THE SITE ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY. QLIK SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE TRIAL SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE QLIK'S LIABILITY WITH RESPECT TO THE TRIAL SERVICES AND THE SITE PROVIDED DURING THE TRIAL SERVICES SHALL NOT EXCEED \$1,000. WITHOUT LIMITING THE FOREGOING, QLIK AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT CUSTOMER'S AND/OR ITS AUTHORIZED USERS' USE OF THE TRIAL SERVICES DURING THE TRIAL SERVICES TERM WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO QLIK AND ITS AFFILIATES FOR (A) ANY DAMAGES ARISING OUT OF CUSTOMER'S AND/OR ITS AUTHORIZED USERS' USE OF THE TRIAL SERVICES DURING THE TRIAL SERVICES TERM, AND/OR (B) ANY BREACH BY CUSTOMER AND/OR ITS AUTHORIZED USERS OF THIS AGREEMENT.

4 Intellectual Property Rights; Confidentiality

- 4.1 Proprietary Rights. Qlik (and its licensors, as applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Trial Services (or any underlying technology or content within the Trial Services). Further, Customer's license to use and access the Trial Services will be automatically revoked if Customer violates this Agreement in a manner that violates Qlik's or any third party's intellectual property rights. No title or ownership of any proprietary rights related to the Trial Services is transferred to Customer or any Authorized User pursuant to this Agreement. All intellectual property rights not explicitly granted to Customer or any Authorized User are reserved by Qlik. If Customer provides comments, suggestions, or recommendations to Qlik with respect to the Trial Services (including without limitation with respect to modifications, enhancements, improvements, other changes to the Trial Services) (collectively, the "Feedback"), Customer hereby grants to Qlik a worldwide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Trial Services.
- 4.2 Confidentiality. Customer agrees to hold in confidence Confidential Information until User receives written notice from Qlik that the Confidential Information ceases to be confidential. User further agrees that User shall not use Confidential Information except to the extent necessary to exercise the license granted to User by Qlik hereunder. User will protect Confidential Information from unauthorized distribution and use with the same degree of care that User uses to protect its own like information, but in no event less than a reasonable degree of care. User acknowledges and agrees that, due to the unique nature of the Confidential Information, there can be no adequate remedy at law for breach of this Section 5 and that such breach would cause irreparable harm to Qlik; therefore, Qlik will be entitled to seek immediate injunctive relief, in addition to any remedies otherwise available at law or under this Agreement.
- 4.3 "Confidential Information" means any confidential or proprietary information which relates to Qlik's trade secrets, software, source code for the Software, the Documentation, services, deliverables, training materials, technology, research, development, pricing, product plans, marketing plans, business information, proprietary materials including visual expressions, screen formats, report formats, design features, ideas, methods, algorithms, formulae, and concepts used in the design and all future modifications and enhancements. Confidential Information shall also include third party data or information that was disclosed to User under a duty of confidentiality. Confidential Information also includes any information, in whatever form, disclosed or made available by Qlik to User that relates to or is contained within Qlik Confidential Information and that is not publicly known. Confidential Information does not include information that: (i) enters the public domain through no fault of User; (ii) is communicated to User by a third party under no obligation of confidentiality; (iii) has been independently developed by User without reference to any Confidential Information; (iv) was in User's lawful possession prior to disclosure and had not been obtained either directly or indirectly from Qlik; and (v) is required to be disclosed by law, provided User has promptly notified Qlik in writing of such requirement and allowed Qlik a reasonable time to oppose such requirement.

5 Definitions

- 5.1 "Agreement" means collectively all the terms, conditions contained or referenced in this document, the Qlik Acceptable Use Policy and all other operating rules, notices, policies and procedures that Qlik may publish from time to time.
- 5.2 "Authorized User" means (a) in the case of an individual accepting this Agreement on such individual's own behalf, such individual, or (b) an employee of a Customer and (i) who is authorized by Customer to use the Trial Services, and (ii) to whom Customer has supplied a user identification and password.
- 5.3 "Content" means information, data, media or other content provided by Customer or any Authorized User for use with the Trial Services.
- 5.4 "Customer" means the individual person, company, or organization that has registered for the Trial Services.
- 5.5 "Qlik" means QlikTech International Markets AB
- 5.6 "Qlik Acceptable Use Policy" means Qlik's then-current Hosted Services Acceptable Use Policy regarding Content currently set forth under Legal Policies at www.qlik.com.

6 General

- 6.1 Entire Agreement; Severability; No Wavier; Headings. This Agreement is the entire agreement between Customer and Qlik with respect to the Trial Services, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Qlik and Customer with respect to the Trial Services, including any prior version of this Agreement. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that

this Agreement will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Failure to enforce any part of this Agreement shall not constitute a waiver of any right to later enforce that or any other part of this Agreement. The section and paragraph headings in this Agreement are for convenience only and shall not affect their interpretation.

- 6.2 Governing Law: Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the Governing Law shall be the laws of the Commonwealth of Pennsylvania, USA; and any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by the State and Federal Courts of Montgomery County in the Commonwealth of Pennsylvania.
- 6.3 Modification. Qlik reserves the right, in its sole discretion, to modify any provision of this Agreement, or to change or update the Trial Services. Customer's continued use of the Trial Services following notification of any such changes to constitutes acceptance of those changes.
- 6.4 Statistical Information. Qlik may collect and use certain statistical and usage information relating to the Trial Services, and may share such information with authorized third-party vendors to perform functions on Qlik's behalf. This information may include, but is not limited to, size and number of applications, sharing statistics, login statistics, session information (e.g., number, duration, error messages, types/number of users, applications and/or charts used and API usage) and browser configurations. This information will not include any confidential or personally identifiable information of any Authorized User. The collection and use of this information will be governed by Qlik's Cookie & Privacy Policy.
- 6.5 Force Majeure. Qlik shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Qlik's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
- 6.6 Export Control. Customer 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"). Customer 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 Customer's failure to comply with any Export Control Laws.
- 6.7 Government End-Users. The Trial Services are commercial computer software. If Customer or an Authorized User of the Trial Services is an agency, department or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Trial Services, or any related documentation of any kind, including technical data and manuals, is restricted by this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Trial Services were developed fully at private expense. All other use is prohibited.
- 6.8 Assignment: Relationship between the Parties. This Agreement is not assignable, transferable or sublicensable by Customer except with Qlik's prior written consent. Qlik may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, fiduciary, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.
- 6.9 Notices. All notices concerning a default, breach or violation of this Agreement by Qlik must be in writing and delivered to Qlik: (a) by certified or registered mail; or (b) by an internationally recognized express courier, and shall be addressed to: Qlik at 211 S. Gulph Rd., Suite 500, King of Prussia, PA 19406 USA, Attention: Legal Department. All other notices to Qlik, including account related communications, will be electronically sent to Qlik at CustomerNotices@qlik.com.