

QLIK SENSE ENTERPRISE LICENSE – HOURLY (FOR AWS) USER LICENSE AGREEMENT

IMPORTANT: DO NOT ACCESS THE QLIK PRODUCTS UNTIL YOU (THE "CUSTOMER") HAVE READ AND AGREED TO THE TERMS OF THIS AGREEMENT.

BY CHECKING THE ACCEPTANCE BOX OR OTHERWISE USING THE QLIK SENSE ENTERPRISE LICENSE- HOURLY (FOR AWS) (THE "QLIK PRODUCTS"), CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF THE QLIK PRODUCTS IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY SUCH USE WILL CONSTITUTE CUSTOMER'S ACCEPTANCE AND RESULT IN A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN THE CUSTOMER AND THE QLIK ENTITY IDENTIFIED IN TABLE 1 TO THIS AGREEMENT ("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 CUSTOMER HEREUNDER. THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DATE WHICH IS THE EARLIER OF (A) CUSTOMER'S INITIAL ACCESS TO THE QLIK PRODUCTS THROUGH ANY ONLINE PROVISIONING, REGISTRATION OR ORDER PROCESS OR (B) THE EFFECTIVE DATE OF THE FIRST ORDER FORM REFERENCING THIS AGREEMENT.

1. Use Rights

1.1. Access. Subject to the terms of this Agreement, Qlik grants to Customer a world-wide, non-exclusive, non-transferable and non-sublicensable right for its Authorized Users to use the Qlik Products deployed on AWS for Customer's internal business operations. Qlik further grants to Customer the right to allow Authorized Third Parties to use Qlik Products designated for external use in the Documentation, provided such use is solely in connection with Customer's business relationship with the Authorized Third Party. Any use of Qlik Products shall be (i) in accordance with the Documentation, and (ii) permitted solely for the term and in the quantities specified in an ordering document. Customer shall be directly responsible for any violations of this Agreement by any party that it allows to access Qlik Products.

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

1.2.1. distribute, convey, lend, lease, share, sell, transfer, sublicense, rent, or time share any of the Qlik Products, or any of its components, or permit third parties to download or install any Qlik Products;

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 Qlik Products except as otherwise expressly permitted by

applicable law;

1.2.3. 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;

1.2.4. use, offer, embed, or otherwise exploit the Qlik Products, whether or not for a fee, in any managed service provider (MSP) offering; platform as a service (PaaS) offering; service bureau; or other similar product or offering, including offering standalone Qlik Products as a hosted service;

1.2.5. use the Qlik Products if Customer is a competitor, or 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;

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

1.2.7. 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.

1.3. Qlik Marks. For so long as Customer has the right to access and use Qlik Products, Qlik grants to Customer a non-exclusive, non-transferable and limited right to use Qlik Marks for the sole purpose of promoting any permitted use of Qlik Products. Any use of Qlik Marks must be in compliance with the Qlik Logo and Trademark Policy available at www.qlik.com.

2. Subscription Term; Payment

2.1. Subscription Term. This Agreement shall commence as of the Effective Date and shall continue so long as there is a valid Order Form in place; provided however that either Party may terminate this Agreement on not less than thirty (30) days prior written notice.

2.2. Fees. Customer shall pay any fees due in accordance within thirty (30) days of the effective date of the Order Form unless otherwise provided in the Order Form. Fees are subject to increase upon 30 days prior written notice by Qlik. 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.

2.3. Taxes. Fees do not include sales, use, withholding, value-added or other taxes or duties. Customer 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. Customer shall directly pay any such taxes or duties assessed against it,

unless Customer provides Qlik in a timely manner with a valid certificate of exemption or other evidence that items are not taxable.

3. Intellectual Property Rights and Infringement Indemnification

3.1. Ownership. Customer retains all right, title and interest in and to its proprietary data ("Customer Data") which may be used with Qlik Products, including all data that Customer elects to integrate into the Qlik Products. Qlik retains all right, title and interest in and to the Qlik Products. The Qlik Products provided hereunder are licensed, not sold. Except as expressly licensed to Customer 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. Customer is not obligated to provide Qlik with any suggestions or feedback about the Qlik Products, but if Customer 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 Customer.

3.2. Indemnification. Qlik shall defend, indemnify and hold Customer harmless from any damages and costs awarded against Customer as a result of a third party claim that the Qlik Products, as delivered by Qlik, infringes upon any third party copyright, trademark or a patent ("IP Claim"). Qlik's indemnification obligation is subject to: (i) Customer's promptly notifying Qlik in writing of such IP Claim; (ii) Qlik having sole control of the defense and any related settlement negotiations; and (iii) Customer providing Qlik with such information, authority and assistance necessary for the defense or settlement of the IP Claim.

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

3.4. Remedies. If the Qlik Product 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 Customer to continue using the Qlik Product in accordance with this Agreement; (ii) replace or modify the Qlik Product 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 Qlik Product (without need for a ruling by a court or arbitrator) and refund as applicable a pro rata portion of prepaid subscription fees, provided that such Qlik Product is returned to Qlik promptly after the effective date of any such termination.

3.5. SOLE AND EXCLUSIVE REMEDY. THIS SECTION 3 STATES QLIK'S SOLE AND ENTIRE OBLIGATION AND LIABILITY, AND CUSTOMER'S AND ITS AFFILIATES' SOLE AND EXCLUSIVE RIGHT AND REMEDY, FOR INFRINGEMENT OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS.

4. Disclaimer; Limitation of Liability

4.1. 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 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 FREE FROM DEFECTS OR OPERATE UNINTERRUPTED OR ERROR FREE.

4.2. Limitation of Liability. Except for: (i) death or bodily injury caused by a Party's negligence; (ii) breach of Section 7.7; (iii) Qlik's indemnification obligations under this Agreement; and/or (iv) Customer'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 amount of fees paid or payable by Customer for the twelve (12) month period preceding the loss or damages giving rise to the claim, and attributable to the specific products or services giving rise to such damages.

4.3. 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. QLIK PRODUCTS ARE NOT INTENDED FOR HIGH RISK ACTIVITIES AND QLIK WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE QLIK PRODUCTS.

4.4. 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.

4.5. No Third-Party Beneficiaries. The warranties and other obligations of Qlik under this Agreement run only to, and for the sole benefit of Customer. Except as otherwise mandated by applicable law, no 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.

5. 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 three (3) 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. Customer will maintain reasonable access controls and system security to safeguard the Qlik Products.

6. Termination

6.1. Termination for Breach or Insolvency. Either Party may terminate this Agreement (including all related Order Forms and Subscription Terms) if the other Party fails to cure a material breach within thirty (30) days (ten (10) days in the case of non-payment by Customer) after written notice of such breach, provided that Qlik may terminate this Agreement immediately upon any breach of Section 1.2. Qlik may terminate this Agreement if Customer terminates or suspends its business without a successor or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If Qlik Products are purchased through a third party Qlik may terminate any right to use the Qlik Products pursuant to this Section in the event Qlik fails to receive payment for such Qlik Products.

6.3. Effect of Termination. Unless earlier terminated, Customer's rights with respect to Qlik Products, will end upon termination of this Agreement or expiration of any applicable subscription or term, and Customer shall immediately cease using the applicable Qlik Products. Termination of this Agreement or any licenses shall not prevent either Party from pursuing all available legal remedies, nor shall such termination relieve Customer's obligation to pay all fees that are owed. 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.

7. General Provisions

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

7.1.1. "Authorized User" means an employee or independent contractor of the Customer, who has been authorized by Customer 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.

7.1.2. "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.

7.1.3. "Documentation" means the then-current user documentation for the Qlik Products, including the license metrics available at www.qlik.com/product-terms.

7.1.4. "Order Form" means a written document, referencing this Agreement, pursuant to which Customer orders Qlik Products,.

7.1.5. "Party" or "Parties" means Qlik and Customer, individually and collectively, as the case may be.

7.2. 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, Customer 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 Customer's use and deployment of the Qlik Products for compliance with this Agreement. Qlik's written request for audit will be submitted to Customer 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 Customer's business. If such audit discloses that Customer is not in material compliance with the terms of this Agreement, then Customer 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.

7.3. 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. Third Party Materials are identified in the Documentation. Qlik represents that if the Qlik Products are used in accordance with this Agreement, such use shall not violate any license terms for the Third Party Materials. QLIK MAKES NO OTHER REPRESENTATION, WARRANTY, OR

OTHER COMMITMENT REGARDING THE THIRD PARTY MATERIALS, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING TO CUSTOMER'S USE THEREOF.

7.4. Support. Qlik is not obligated to provide support or maintenance services for the Qlik Products. Customer may find the user-to-user support forums at community.qlik.com/index helpful in addressing any issues. If Qlik provides any support or assistance, it does so solely on a voluntary basis and without any obligation of any kind. Any such support or assistance provided is provide on an AS-IS basis, without any express or implied warranty, and with any resulting liability limited to the maximum extent not prohibited by applicable law. If Qlik distributes any update, fix or patch for the Qlik Products, any license terms for that update, fix or patch shall be deemed controlling.

7.5. Assignment. Customer 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 Customer, whether by merger, sale of equity interests or otherwise, will constitute an assignment requiring the prior written consent of Qlik. Any attempt by Customer 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 Customer.

7.6. 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.

7.7. Compliance with Laws. Customer agrees at all times to comply with all applicable laws and regulations in its performance of this Agreement, which may include, without limitation export control laws and regulations of the U.S., E.U. and other governments, and regulations declared by the U.S. Department of the Treasury Office of Foreign Assets Control, the U.S. Department of Commerce, the Council of the E.U. and their counterparts under applicable law, ("Export Control Laws"), including all end user, end-use and destination restrictions imposed by such 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.

7.8. 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, CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THIS AGREEMENT.

7.9. 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.

7.10. 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. Unless otherwise specified in writing by the Customer, all notices to Customer shall be sent to the address provided by Customer in the Order Form.

7.11. 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.

7.12. 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 Customer issuing a purchase order. Customer 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.

7.13. Equitable Relief. Customer 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. Customer 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.

7.14. Limitation. Subject to applicable law, no action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the cause of action arose.

7.15. 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.

7.16. 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.

7.17. Publicity. Customer hereby grants Qlik the right to list Customer 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 Venue(1)

If the Customer's Location(2) is not specified below, then the contracting entity shall be QlikTech International Markets AB, with the applicable Governing Law and Arbitration as stated below.

Customer Location: Any countries not specifically identified in this Table 1 Qlik Contracting Entity: QlikTech International Markets AB (i)Governing Law: the laws of Sweden; and(ii) 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.

Customer Location: Australia, American Samoa, Cook Islands, Fiji, Guam, Kiribati, Marshall Islands, Federal State of Micronesia, Nauru, Niue, Norfolk Island, Palau, Papua New Guinea, Saint Helena, Samoa, Solomon Islands, Tonga, Tuvalu or Vanuatu Qlik Contracting Entity: QlikTech Australia Pty Ltd. (i) The Governing Law shall be the laws of New South Wales Australia; and(ii) 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 South Wales, Australia and any courts competent to hear appeals therefrom.

Customer Location: Brazil. Qlik Contracting Entity: QlikTech Brasil Comercialização de Software Ltda.(i) the Governing Law shall be the laws of Brazil; and (ii) 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.

Customer Location: Canada. Qlik Contracting Entity: QlikTech Corporation. (i) The Governing Law shall be the laws of the Province of Ontario, Canada; and(ii) 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 Ontario.

Customer Location: Denmark or Iceland. Qlik Contracting Entity: QlikTech Denmark A/S. (i) The Governing Law shall be the laws of Sweden; and (ii) 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.

Customer Location: Finland, Estonia, Latvia or Lithuania. Qlik Contracting Entity: QlikTech Finland Oy. (i) The Governing Law shall be the laws of Sweden; and(ii) 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.

Customer Location: France, Monaco, or Reunion Island. Qlik Contracting Entity: QlikTech France SaRL. (i) The Governing Law shall be the laws of France; and(ii) 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 Courts of Paris, France.

Customer Location: Germany, Austria, Switzerland, or Liechtenstein. Qlik Contracting Entity: QlikTech GmbH. (i) The Governing Law shall be the laws of Germany; and (ii) 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 Courts of Düsseldorf, Germany.

Customer Location: Hong Kong and Macau. Qlik Contracting Entity: QlikTech Hong Kong Limited. (i) The Governing Law shall be the laws of Hong Kong SAR; and(ii) 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 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.

Customer Location: India. Qlik Contracting Entity: QlikTech India Pvt. Ltd.(i) The Governing Law shall be the laws of India; and(ii) 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. †††

Customer Location: Israel. Qlik Contracting Entity: Qlik Analytics (ISR) Ltd. (i) the Governing Law shall be the laws of Israel and (ii) 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 Israel and any courts competent to hear appeals

therefrom.

Customer Location: Italy. Qlik Contracting Entity: QlikTech Italy Srl. (ii) The Governing Law shall be the laws of Italy; and (ii) 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.

Customer Location: Japan. Qlik Contracting Entity: QlikTech Japan K.K. (i) The Governing Law shall be the laws of Japan; and (ii) 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 Tokyo District Court.

Customer Location: Mexico. Qlik Contracting Entity: QlikTech Mexico, S. de R.L. de C.V. (i) The Governing Law shall be the laws of Mexico; and (ii) 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.

Customer Location: New Zealand. Qlik Contracting Entity: QlikTech New Zealand Limited. (i) The Governing Law shall be the laws of New Zealand; and (ii) 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 and any courts competent to hear appeals therefrom.

Customer Location: People's Republic of China ("PRC"). Qlik Contracting Entity: Qlik Technology (Beijing) Limited Liability Company. (i) The Governing Law shall be the laws of China; and (ii) 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 China International Economic and Trade Arbitration Commission (CIETAC). †††††

Customer Location: Albania, Armenia, Azerbaijan, Belarus, Belgium, Bosnia, Herzegovina, Bulgaria, Croatia/Hrvatska, Czech Republic, Georgia, Hungary, Kazakhstan, Kosovo, Luxembourg, Macedonia, Republic of Moldova, Montenegro, Netherlands, Romania, Russian Federation, Serbia, Slovak Republic, Slovenia, Turkey, Ukraine or Uzbekistan. Qlik Contracting Entity: QlikTech Netherlands B.V. (i) the Governing Law shall be the laws of the Netherlands; and (ii) 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 of the Settlement of Automation Disputes) in The Hague.

Customer Location: Brunei, Darussalam, Cambodia, East Timor, Indonesia, Lao People's Democratic Republic, Mongolia, Myanmar (Burma), Philippines, Singapore, Thailand, Vietnam. Qlik Contracting Entity: QlikTech Singapore Pte. Ltd. (i) The Governing Law shall be the laws of Singapore; and (ii) 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 Singapore in accordance with the UNCITRAL Arbitration Guide in force from time to time, and the law governing the agreement contained in this Section (ii), the arbitration, and the conduct and procedure of the arbitration, shall be the laws of Singapore. ††††

Customer Location: South Korea. Qlik Contracting Entity: QlikTech Hong Kong Limited. (i) The Governing Law shall be the laws of South Korea; and (ii) 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 the Seoul District Court and any courts competent to hear appeals therefrom.

Customer Location: Spain, Portugal or Andorra. Qlik Contracting Entity: QlikTech Ibérica S.L. (i) The Governing Law shall be the laws of Spain; and (ii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled exclusively by the Courts of the city of Madrid, Spain.

Customer Location: Argentina, Aruba, Belize, Bermuda, Bolivia, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Peru, Uruguay, Venezuela. Qlik Contracting Entity: QlikTech LATAM AB. (i) The Governing Law shall be the laws of Sweden; and (ii) 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.

Customer Location: Sweden. Qlik Contracting Entity: QlikTech Nordic AB. (i) The Governing Law shall be the laws of Sweden; and (ii) 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.

Customer Location: United Kingdom, Ireland or Gibraltar. Qlik Contracting Entity: QlikTech UK Limited. (i) The Governing Law shall be the laws of England & Wales; and(ii) 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.

Customer Location: United States, Puerto Rico, Jamaica, Virgin Islands (US) or Haiti. Qlik Contracting Entity: QlikTech Inc. (i) The Governing Law shall be the laws of the Commonwealth of Pennsylvania, USA; and (ii) 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.

† Where the amount in dispute clearly does not exceed EUR 100,000, the Stockholm Chamber of Commerce (SCC) Institute's Guide 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 Guide 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 Customer. 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 nominated by Customer; one arbitrator shall be nominated by Qlik; and the third arbitrator shall be jointly nominated by the two arbitrators so nominated. 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 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.

(1) Listed by Qlik's country location

(2) Customer Location refers to Customer's billing address
country
