QLIK® MARKETPLACE END 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 PRODUCTS AND SERVICES (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 QLIK TECHNOLOGIES INC. ("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. IN THE EVENT CUSTOMER HAS AN EXISTING LICENSE AGREEMENT WITH QLIK,THIS AGREEMENT SHALL PREVAIL FOR QLIK PRODUCT PURCHASED VIA THE MARKETPLACE, 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 VIA THE MARKETPLACE PROVIDER, REGISTRATION OR ORDERING PROCESS OR (B) THE EFFECTIVE DATE OF THE FIRST ORDER FORM/ ORDERING DOCUMENT 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 for Customer's internal business operations. 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. If Customer chooses to have an Authorized User access Qlik Products and Services, Customer acknowledges that Customer, and not Qlik, is solely responsible and liable for (i) the acts and omissions of such Authorized User in connection with the Qlik Products; (ii) any Content that Customer requests or instructs the Authorized User to include in Qlik Products; and (iii) the issuance, removal and/or deactivation of the credentials issued for such Authorized User.
   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, sell, or otherwise exploit the Qlik Products in any managed service provider (MSP) offering; independent software vendor (ISV) offering; OEM Offering, platform as a service or integration platform as a service (PaaS or iPaaS) offering; service bureau; or other similar product or offering, including offering standalone Qlik Products as a hosted service. "OEM Offering" refers to Customer's use of Qlik Products to add capabilities or features to a commercial product or service for sale to a third party
      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 allows multiple users to share such entitlement to exceed purchased quantities.
      1.2.8. use the Qlik Products in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party or that violates any applicable law;
      1.2.9. interfere with or disrupt the integrity, operation, or performance of the Qlik Products or interfere with the use or enjoyment of it by others.

2. **Subscription Term**
   This Agreement shall commence as of the Effective Date and shall continue so long as there is a valid ordering document in place. Each Qlik Product subscriptions shall begin upon the date on which access to the Qlik Products is initially made available (via download or otherwise) to Customer ("Delivery Date").

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 finally 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.   Customer shall defend, indemnify and hold Qlik and its directors, managers, officers, employees, agents, , licensors, affiliates, successors and assigns harmless from any damages and costs awarded against Qlik as a result of a third-party claim alleging use of the Qlik Products by an Authorized Third Party or use of Content with Qlik Products infringes upon any third party rights, including any copyright, trademark or patent.

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) 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; Warranty & Limitation of Liability**
4.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 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, FREE FROM VIRUSES OTHER HARMFUL COMPONENTS COMPLETELY SECURE OR MEET CUSTOMER REQUIREMENTS. AGENTS, SUPPLIERS, PARTNERS, SERVICE PROVIDERS, LICENSORS, AND RESELLERS DO NOT WARRANT THAT: (I) QLIK PRODUCTS, SERVICES, OR SUPPORT WILL BE UNINTERRUPTED OR ERROR FREE, (II) QLIK PRODUCTS, SERVICES, OR SUPPORT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (III) THE RESULTS OF USING QLIK PRODUCTS, SERVICES, OR SUPPORT WILL MEET CUSTOMER'S OR ANY AUTHORIZED USER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, OR COMPLETE.   IT IS CUSTOMER'S SOLE RESPONSIBILITY TO EVALUATE WHETHER A) USE OF THE OUTPUT OF ANY QLIK PRODUCT OR SERVICE IS APPROPRIATE FOR CUSTOMER'S USE CASE, AND B) REVIEW AND INDEPENDENT VERIFICATION IS APPROPRIATE BEFORE USING OUTPUT.   ANY PREDICTIVE OR ANALYTICAL SERVICES INCLUDED IN THE QLIK PRODUCTS ARE FOR INFORMATIONAL PURPOSES ONLY AND NOT A GUARANTEE OF FUTURE RESULTS OR PERFORMANCE

4.2. **Limitation of Liability**. Except for: (i) death or bodily injury caused by a Party's negligence; (ii) breach of Section 7.7; and/or (iii) 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 greater if: (a) 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 or (b) USD 1,000.

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 ordering documents 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.

6.2. **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. "**Content**" means information, data, materials, media or other content provided by or on behalf of Customer and/or its Authorized Users for use with Qlik products or services, including data from third party applications enabled by Customer or an Authorized User. Content may also be referred to as Customer Data.

7.1.4. "**Documentation**" means the then-current user documentation for the Qlik Products, including the product description available at www.qlik.com , with the exclusion of the Support policies and Service Level Agreements listed therein, which shall not be applicable nor be considered part of the Documentation.

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

7.1.6. "**Qlik Cloud**" means any subscription-based, SaaS solution provided and managed by Qlik, or one if its affiliates.

7.1.7. "**Qlik Cloud Acceptable Use Policy**" means Qlik's then current version of the Qlik Cloud Acceptable Use Policy located at www.qlik.com

7.1.8. "**Qlik Products**" means Software and Qlik Cloud products provided both by Qlik and its affiliates, including any Talend branded solutions. Qlik Products do not include any services or early release, beta versions or technical previews of product offerings

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 and available under www.qlik.com/legal-agreements. 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. **Connectivity to Third-Party Applications**. Use of Qlik Products to connect or interoperate with or access third-party applications or services may be governed by terms and conditions established by such third party. Third-party application programming interfaces and other third-party applications or services ("Third-Party Applications") are not managed by Qlik, and Qlik shall have no liability for connectivity if any Third-Party Applications are changed or discontinued by the respective third parties. Qlik does not support, license, control, endorse or otherwise make any representations or warranties regarding any Third-Party Applications. Use of Qlik published APIs are subject to the Qlik API Policy located at www.qlik.dev .

7.5. **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.

7.6. **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.

7.7. **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, Contracting Entity and Jurisdiction.** The Qlik contracting entity, including subscriptions for any Talend branded products, will be QlikTech Inc. and the Governing Law shall be the laws of the Commonwealth of Pennsylvania, USA 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. The Parties hereby expressly and irrevocably submit to the exclusive jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania for the purpose of any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim). Notwithstanding anything to the contrary in this Agreement, Qlik may at any time seek injunctive or interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of Qlik including, but not limited to, the confidentiality and use restrictions of this Agreement. TO THE EXTENT PERMITTED 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 to the Marketplace Provider.

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. This Agreement shall not be dependent on Customer issuing a purchase order.

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.

8. **Usage of AI Components**. Customer hereby acknowledges its usage of available Artificial Intelligence ("AI") functionalities within a Qlik product is taken at its own risk and Qlik shall not be responsible for the accuracy of the AI generated data nor obliged to provide related support. Additionally, Customer understands that Qlik shall not remain liable under the terms of this agreement for damages caused by AI functionalities.

9. **Content**. Customer acknowledges and agrees that it has sole responsibility: (i) to administer user access to Qlik Cloud and the Content, (ii) for the input and administration of Content in Qlik Cloud, including deletion of Content prior to expiration or termination, (iii) to ensure Qlik has all rights necessary to host, store, adapt or integrate such Content as required to provide Qlik Cloud, and (iv) for maintaining Content on the systems from which they are sourced and making backup copies of Content. Customer hereby represents and warrants on behalf of itself and its Authorized Users that it has all of the rights in the Content necessary for the use, display, publishing, sharing and distribution of the Content and that such use of the Content under this Agreement does not violate any third-party rights, legal obligations, laws, or this Agreement.

10. **Data Security**. Qlik will use commercially reasonable, industry standard security measures in providing Qlik Cloud and will comply with such data security regulations applicable to Qlik Cloud. Qlik has implemented appropriate technical and procedural safeguards to protect and secure Content in accordance with the Information Security Addendum available at www.qlik.com/product-terms. Qlik Cloud offerings are hosted and delivered from a data center operated by a third party provider, which is solely responsible for the underlying infrastructure and hosting of Qlik Cloud. Customer is solely responsible for any breach or loss resulting from: (i) Customer's failure to control user access; (ii) failure to secure Content which Customer transmits to and from Qlik Cloud; and (iii) failure to implement appropriate and timely backups, reasonable and appropriate security standards and measures, including encryption technology, to protect against unauthorized access.

11. **Data Privacy**. The terms of the Data Processing Addendum at www.qlik.com/license-terms ("DPA") re incorporated by reference when executed by Customer as set forth in the DPA and received by Qlik, and shall apply to the extent Content includes "Customer Personal Data" as defined in the DPA. All Content used by or within Qlik Cloud may be stored on servers located in various regions, including the EU, and Customer may select (where available) the region in which its Content resides. Customer and Authorized Users are not permitted to upload or store within Qlik Cloud: (i) payment card information subject to Payment Card Industry Data Security Standards (PCI DSS), or (ii) U.S. Protected Health Information ("PHI") as defined under the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) unless Customer: (a) has executed a Business Associate Agreement for Qlik Cloud ("BAA") with Qlik; and (b) utilizes customer managed key functionality within Qlik Cloud for so long as Customer stores PHI within Qlik Cloud.