

BLENDR.IO SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into as of the Effective Date between Blendr or the applicable Qlik entity identified on an Order Form as per Schedule A to this Agreement (Blendr or any such Qlik contracting entity shall be "Qlik" hereunder), and the Customer.

BY CHECKING THE ACCEPTANCE BOX OR USING THE SAAS SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ACCEPT THESE TERMS ON BEHALF OF ANY EMPLOYER OR BUSINESS ENTITY, SUCH ENTITY IS DEEMED THE CUSTOMER HEREUNDER AND YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT

1. **Definitions.** The following definitions will apply:

- 1.1. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. *"Control,"* for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. **"Agreement"** means this SaaS Services Agreement, the Order Form and any exhibits, schedules and addenda hereto.
- 1.3. **"Authorized User"** means an individual who is designated and/or authorized by Customer to access and/ or use the SaaS Services and to whom Customer (or Qlik, at Customer's request) has supplied a user identification and optionally a password. Authorized Users may include, for example, employees, consultants, contractors and agents of Customer who have a need to use and/or access the Platform solely for Customer's own internal business purposes.
- 1.4. **"Blendr Content"** means any Blendr/Qlik-supplied text, audio, video, graphics, materials and other information and data available by means of the SaaS Services or on Blendr and/or Qlik's websites, including but not limited to the Documentation.
- 1.5. **"Blendr Platform"** or **"Platform"** means the cloud-based scalable integration platform and proprietary software elements, aimed at the integration of cloud applications and the automation across multiple tools, as well as all new versions, updates, revisions, enhancements, improvements, derivatives and modifications of the foregoing.
- 1.6. **"Blendr"** means Blendr NV, an Affiliate of QlikTech International Markets AB, incorporated under the laws of Belgium.
- 1.7. **"Confidential Information"** has the meaning set forth in Section 11 of this Agreement.
- 1.8. **"Customer"** means the entity that has entered into this Agreement by electronically accepting the terms or by accessing and using the SaaS Services; or where an Order Form has been executed, then Customer means the entity identified on the Order Form.
- 1.9. **"Customer Data"** means (i) any content, data, information or material provided or submitted by Customer, an Authorized User and/or a Third Party Authorized User in the course of utilizing the SaaS Services and/or (ii) any content, data, information or material that is collected or generated by the SaaS Services that result from queries made by Customer, an Authorized User, and/or a Third Party Authorized User .
- 1.10. **"Customer Service"** means the Customer service, technology and/or platform into which the SaaS Services are integrated and/or connected, such that Third Party Authorized Users have no standalone access to the SaaS Services.
- 1.11. **"Documentation"** means the written user documentation for the SaaS Services to facilitate the use thereof, provided to Customer by Blendr in paper or electronic form and currently located at <https://help.blendr.io/docs>.
- 1.12. **"Effective Date"** means the date that both Parties have signed the Agreement or the date the Customer has accepted the terms and conditions of the Agreement by checking or clicking the appropriate dialog box.
- 1.13. **"Fees"** has the meaning as set forth in Section 3.
- 1.14. **"Intellectual Property Rights"** or **"IP Rights"** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights, (b) trademark or service mark rights, (c) trade secret rights, know-how, (d) patents, patent rights, and industrial property rights, (e) layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered), and (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world;
- 1.15. **"Order Form"** means a written or electronic ordering document or confirmation specifying the SaaS Services to be provided hereunder that is entered into between Customer and Qlik, including any addenda and supplements thereto.
- 1.16. **"Qlik Marks"** means Qlik's trademarks, service marks, trade names, logos, and designs, relating to the Blendr Platform, or, whether or not specifically recognized, registered or perfected, including without limitation, those listed on Qlik's or Blendr's website.

- 1.17 **"SaaS Services"** means the Blendr Platform online service as provided by Blendr and its Affiliates.
- 1.18 **"Service Property"** means the Service, Service Integrations, and all other software applications, software code, software tools, platforms, architecture, technology, work products, know-how, trade secrets, processes, methodologies, designs, templates, content, files and other intellectual property developed by Blendr, and any improvements, updates, changes, modifications, or enhancements thereto.
- 1.19 **"Service Integrations"** means any applications, integrations, APIs, or other software or systems used or developed by Blendr to integrate the SaaS Services with Customer systems, the Customer Service and/or Third Party Applications.
- 1.20 **"Services Metrics"** means the limitations and metrics of the SaaS Services and Subscription, as set forth in Schedule B hereto.
- 1.21 **"Subscription"** means Customer's right to access and use the SaaS Services for the limited time period and in the quantities described in the applicable Order Form and/or the Services Metrics.
- 1.22 **"Support"** means the support services as defined in the Blendr.io Support Policy located at www.blendr.io
- 1.23 **"Term"** means the term of the Agreement as specified in Section 12 or the Order Form, as applicable.
- 1.24 **"Third Party Authorized User"** means an Authorized User of a third party designated by Customer and/or to whom Customer grants the right to access and/or use the Platform solely via the Customer Service.
- 1.25 **"Third Party"** means any legal or natural person that is not an Authorized User or Third Party Authorized User.
- 1.26 **"Third Party Applications"** means any third party product, API and/or any Third Party technology, tools, applications, integrations, or other software or systems, applications, software code, platforms and other intellectual property, and any improvements, updates, changes, modifications, or enhancements thereto, which is not provided by Blendr and/or Qlik that interoperates with the SaaS Services.
- 1.27 **"Updates"** are any modifications, improvements, bug fixes, or other new versions of the SaaS Services made available as part of the Subscription. Blendr will make all Updates available to Customer as and when they are available to other SaaS Services subscribers.

2. Subscription

- 2.1 **Subscription.** Subject to the terms and conditions of the Agreement and timely payment of the Fees by Customer to Qlik, Qlik hereby grants to Customer a renewable, personal, restricted, non-exclusive, non-transferable, non-assignable right, without the right to grant usage to Third Parties, for the Term as specified in the applicable Order Form, to access and use the Platform, either for (1) the Customer's own internal business purposes for a total number of Authorized Users as specified in the Order Form ("Internal Use"), or (2) for a total number of Third Party Authorized Users via the Customer Service ("External Use"), as specified in the Order Form, in each case limited to the Services Metrics that apply. If the Customer exceeds the Services Metrics, Customer will pay the then applicable fees for such increase. Customer is responsible for any network or internet connectivity required to access or use the SaaS Services. During the Subscription term, subject to payment of the applicable Fees, Qlik shall provide Support to Customer in accordance with the Blendr.io Support Policy.
- 2.2. **Credentials** Blendr will issue each Authorized User and/or Third Party Authorized User a unique user ID and optionally a password to access the SaaS Services ("Log In"). Customer will ensure that each Authorized User and/or Third Party Authorized user, as applicable, uses the SaaS Services in accordance with applicable laws and this Agreement and maintains the security of the Log In. Customer will immediately notify Qlik if (a) a Log In is compromised or improperly disclosed; or (b) the Authorized User and/or Third Party Authorized User assigned to a Log In no longer requires access to the SaaS Services. Blendr may refuse access to the SaaS Services to any individual, or terminate or suspend an Authorized User's and/or Third Party Authorized User's access without notice, if Blendr reasonably believes that such Authorized User and/or Third Party Authorized User has violated the terms of this Agreement, and will notify Customer in writing following any such action. The Log In and passwords will be administered and governed by Blendr's then-current reasonable guidelines and procedures to be made available (where applicable) to Customer at such specific time. Customer is responsible for the confidentiality of all Log In and passwords and for the confidentiality of any other security-related information disclosed to Customer. Customer agrees to be liable for any and all activities that occur with the use of the Log In. Customer must notify Blendr as soon as possible of any known or suspected unauthorized use of the Authorized User's and/or Third Party Authorized User's Log In and any other breach (of security) relevant to the Agreement or to Blendr.
- 2.3. **Restrictions.** Customer will not (a) permit any Third Party to access and/or use the SaaS Services, (b) sell, sublicense, rent, or lease access to the SaaS Services (including on a service bureau or similar basis); or (c) except as expressly provided herein, create derivative works from, distribute, or in any way exploit the SaaS Services or portions thereof. Except as permitted by applicable law, Customer may not itself or through others reverse engineer, decompile, disassemble or attempt to derive the SaaS Services source and/or object code, and/or (d) resell and/or distribute/market use, offer, embed, convey, lend, lease, share, sell, transfer, sublicense, rent, or time share or otherwise exploit the SaaS Services, 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 any of the SaaS Services as a standalone service or as a hosted service. In addition, Customer shall not have the right to (i) use the SaaS Services in whole or part for any other purpose, other than as provided in the Agreement or to make services available to Third Parties utilizing the SaaS Services, (ii) attempt to modify, decompile, disassemble, reverse engineer or attempt to reconstruct, translate, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the SaaS Services by any means whatsoever, or

disclose any of the foregoing, (iii) create derivative works based upon the SaaS Services or Blendr Content, (iv) use the SaaS Services in any way that is unlawful, illegal, fraudulent or harmful, or (v) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3. Payment

- 3.1 **Fees.** Customer agrees to pay the fees as set forth in the Order Form (the "**Fees**") within 30 (thirty) days of the invoice date. All payment obligations are non-cancellable, and all amounts paid are non-refundable. Amounts due are exclusive of all applicable taxes, levies, or duties, and Customer will be solely responsible for payment of all such amounts. All amounts are payable in the currency set forth in the Order Form. Customer is not allowed to set-off invoices against any claim towards Blendr or Qlik. If an amount remains outstanding at the payment date, a late fee of 1% per month will automatically be due. If any amount remains unpaid at the payment date, Blendr or Qlik is also entitled to terminate the license as set forth in Section 12 of the Agreement, and to discontinue access to the SaaS Services until full payment (including payment of the interest) is received.
- 3.2 **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.

4. Ownership

- 4.1 Qlik and its suppliers retain all Intellectual Property Rights, title and interest in and to the SaaS Services, Qlik Marks and/or the Blendr Content, including any and all related Intellectual Property Rights, and all modifications and derivative works thereto. All rights in and to the SaaS Services and the Blendr Content not expressly granted to the Customer in the Agreement are reserved by Qlik. Customer shall have no right to use any Qlik Marks. Customer may not remove any copyright, trademark or other proprietary notice displayed or included in the Services. Customer is not obligated to provide Qlik with any suggestions or feedback about the SaaS Services, but if Customer elects to do so, Qlik may use and modify this feedback for any purpose, including developing and improving the SaaS Services, without any liability, time limitation, restriction, or payment to Customer.
- 4.2 **Third Party Interactions.** To the extent use of the SaaS Services require use of any third party products or services, including but not limited to any Third Party Applications, Customer may be required to separately purchase/license such products or services directly from the applicable third party and shall be fully responsible for compliance with any terms and conditions of such third party. In connection with using the SaaS Services, Qlik does not support, license, control, endorse or otherwise make any representations or warranties regarding any third party products or services under this section, and in no event will Qlik have any liability whatsoever in connection therewith or any liability in the event that there is any change or variation made to any third party product, API and/or any Third Party technology.

5. Customer Data

- 5.1 All Customer Data submitted by Customer to Qlik will remain the sole and exclusive property of Customer and/or the relevant Authorized Users and/or Third Party Authorized User of Customer. Subject to the terms and conditions of the Agreement, Customer grants to Qlik a non-exclusive, royalty-free, worldwide, sublicensable, transferable, license to use, copy, store, modify, transmit and display Customer Data to the extent useful or necessary to perform its obligations under the Agreement, in particular to provide and maintain the SaaS Services, and for no other purposes. Qlik will not use the Customer Data for any purpose other than to provide the SaaS Services to Customer.
- 5.2 Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data. Customer is solely responsible for Customer Data as uploaded to or processed by the SaaS Services or otherwise provided to Qlik. Qlik expressly disclaims any liability arising from such Customer Data. Customer may not use the SaaS Services to transmit, store, display, distribute or otherwise make content available that is illegal, harmful, or offensive, including content that is defamatory, obscene, abusive, invasive of privacy, or pornographic.
- 5.3 Customer will comply with all applicable laws regarding Customer Data, use of the SaaS Services and the Blendr Content, including but not limited to laws involving data protection law. Qlik reserves the right to terminate the Agreement for cause in the event Customer materially breaches the provisions of this Section 5.
- 5.4 Qlik reserves the right, but is not obliged, to review and remove, any Customer Data which is deemed to be in violation with (i) the provisions of the Agreement or otherwise inappropriate, (ii) any rights of Third Parties, or (iii) any applicable legislation or regulation, and/or suspend the SaaS Services. In addition, Customer acknowledges that it, and not Qlik, is solely responsible for providing any access to, removal, processing and/or modification of such Customer Data. Services and Service Integrations. Except for the limited licenses granted herein, all right, title and interest in and to the Services, Service Integrations, and all Qlik Property is retained by Qlik. To the extent that any Blendr Property is incorporated into Customer Data, Qlik hereby grants Customer a limited, worldwide, royalty-free right and license to use such Blendr Property solely as incorporated into the Customer Data in order to receive the SaaS Services. Any services and/or Service Integrations will be subject to additional fees and signature of Qlik's statement of Work ("SOW").

5 Customer Responsibilities

Customer is solely responsible for its Authorized Users' and/or Third Party Authorized Users' use of the SaaS Services. If Customer chooses to have Authorized Users and/or Third Party Authorized Users access the Platform or the SaaS Services on its behalf, Customer acknowledges that Customer, and not Qlik and/or Blendr, is solely responsible and liable for (i) the acts and omissions of such Authorized Users and/or Third Party Authorized Users in connection with the SaaS Services; (ii) any Customer Data that Customer requests or instructs the Authorized Users and/or Third Party Authorized Users to include in the SaaS Services; (iii) the issuance, removal and/or deactivation of the credentials issued for such Authorized Users and/or Third Party Authorized Users, and (iv) the Customer Services. Further, if Customer requests or instructs Authorized Users and/or Third Party Authorized Users to import or upload Customer Data to the Platform or process Customer Data in the Platform, such actions by the Authorized Users and/or Third Party Authorized Users shall be deemed to be the actions of Customer. Customer is solely responsible for any applications, integrations, APIs, or other software or systems it uses or develops to integrate the SaaS Services or systems and or Third Party Applications.

7 Data Protection

- 7.1 Privacy Policy. Customer acknowledges that the SaaS Services is hosted by a third-party provider. Customer should refer to the privacy policy posted by such third party at www.aws.amazon.com/privacy, and the policies referred to therein, which shall apply to this agreement. Qlik may remove or update its third-party provider at any time and any such successor provider's privacy policy shall apply to this agreement. Blendr's Privacy Policy shall apply to Customer and Authorized User and/or Third Party Authorized User registration and account administration information only and is located at <https://www.blendr.io/privacy/>.
- 7.2 Privacy. If Qlik processes any personal data on the Customer's behalf when performing its obligations under the Agreement, Qlik is the "Data Processor" of this data acting on behalf of the Customer who shall either be "Data Controller" or "Data Processor" of this personal data. Qlik agrees that when the Customer is created as a tenant in the EU the personal data shall be processed and stored in the EU in order to carry out the Qlik's obligations under the Agreement. Notwithstanding the above the Customer acknowledges and accepts that in order to provide Support Qlik may be required from time to time to process personal data outside the EU.
- 7.3 Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Qlik so that Qlik may lawfully use, process, store and transfer the personal data in accordance with the Agreement on the Customer's behalf. Customer shall ensure that relevant Third Parties have been informed of, and have signed the appropriate legal mechanisms to, such use, processing, storage and transfer as compliant with applicable data protection legislation and industry standards. Qlik shall process the personal data in accordance with the terms of the Agreement and any lawful instructions reasonably given by the Customer from time to time. Customer acknowledges and agrees that Customer's data may be shared with Qlik's employees, Affiliates, and subprocessors who have a need to know such data for the purpose of providing technical support or services under this agreement; and are bound by a confidentiality obligation prior to such disclosure. Each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.
- 7.4 Use of Aggregate Information. Qlik may collect and aggregate data derived from the operation of the SaaS Services ("Aggregated Data"), and Qlik may use such Aggregated Data for purposes of operating Qlik's business, monitoring performance of the SaaS Services, and/or improving the SaaS Services. Qlik's use of Aggregated Data shall not reveal any Customer Data, Customer Confidential Information, or personally identifiable information of Authorized Users and/or Third Party Authorized Users. Consultants who have a need to know such data for the purpose of providing technical support; will be bound by a confidentiality obligation prior to such disclosure.

8 Warranties and disclaimers

- 8.1 Warranty. During the Term as specified in the Order Form for the SaaS Services, the SaaS Services will perform materially in accordance with the applicable Documentation. Provided that Customer notifies Qlik of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears, Customer's exclusive remedy and Qlik's sole liability with regard to any breach of this warranty will be, at Qlik's option and expense, to either: (i) repair or replace the non-conforming SaaS Services or (ii) terminate the Order Form for the affected Services and refund Customer, on a pro rata basis, any unused, prepaid fees as of the termination effective date, but in no event less than one thousand Euros (€ 1,000).
- 8.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SAAS SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. QLIK AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, SERVICE PROVIDERS AND LICENSORS DO NOT WARRANT THAT: (I) THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, (II) THE SAAS SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SAAS SERVICES WILL MEET CUSTOMER'S OR AUTHORIZED USERS' OR AND/OR THIRD PARTY AUTHORIZED USERS' REQUIREMENTS.

9 Liability

- 9.1 Limitation of Liability. Except for (i) each Party's indemnification obligations under this Agreement, (ii) death or bodily injury caused by a Party's negligence; (iii) breach of Section 2.3; 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 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 Services giving rise to such damages or one thousand dollars (USD \$1,000).

- 9.2 **Exclusion of Damages.** IN NO EVENT WILL QLIK, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS 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 PERFORMANCE AND/OR ACCESSIBILITY OF ANY THIRD PARTY APPLICATIONS, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR SOFTWARE OR LIABILITY ARISING FROM THIRD PARTY INTERACTIONS, 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. THE SAAS SERVICES IS NOT INTENDED FOR HIGH RISK ACTIVITIES AND BLENDR/QLIK WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SAAS SERVICES.
- 9.3 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 BLENDR/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 BLENDR/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.
- 9.4 No Third-Party Beneficiaries. The warranties and other obligations of Qlik under this Agreement run only to, and for the sole benefit of Customer, notwithstanding any rights of Authorized Users and/or Third Party Authorized Users to access or use the SaaS Services. 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.

10 Indemnity

- 10.1 **By Customer.** Customer will indemnify, defend, and hold harmless Qlik, its Affiliates and respective directors, officers, shareholders, employees, and agents against any claims, liabilities, demands, damages, judgments, awards, settlements, expenses, or losses, including costs of litigation and reasonable attorneys' fees, arising from any third party claims ("Liabilities") that (i) any Customer Data as uploaded to or processed in the SaaS Services or provided to Qlik, and/or, (ii) to the extent any infringement arose from Customer's use or combination of the SaaS Services with any data, content, services or software or other materials not provided by Qlik, such use by the Customer and/or its Authorized Users and/or Third Party Authorized Users of the SaaS Services, infringe any Intellectual Property Rights and/or any applicable legislation/regulations, including but not limited to any breach of privacy and/or breach of Section 7.1 (Privacy Policy) of this Agreement, and/or (iii) if the Customer Service (excluding the Services) infringes any IP Rights and/or other rights of a third party.
- 10.2 **By Qlik.** 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 SaaS Services, as delivered by Qlik and used as authorized under this Agreement, infringes upon any third party copyright, trademark or a patent ("IP Claim").
- 10.3 Each party's indemnification obligation is subject to: (i) prompt notification of a claim in writing to the indemnifying party; (ii) consent to allow the indemnifying party to have sole control of the defense and any related settlement negotiations; and (iii) provision of information, authority and assistance as necessary for the defense and settlement of an indemnified claim (iv) each Party will mitigate such damages, costs and expenses, as far as reasonably possible; and (v) the indemnified Party will provide the indemnifying Party with such assistance, documents, authority and information as it may reasonably require in relation to the action or claim and defense or settlement thereof. The indemnifying Party shall not consent to entry into judgment or enter into any settlement that admits liability of the indemnified Party, provides for injunctive or other non-monetary relief affecting the indemnified Party, without the prior consent of the indemnified Party, which consent shall not be unreasonably withheld.
- 10.4 **Exceptions.** Qlik will not be liable for any IP Claim arising from or based upon: (i) any unauthorized use, reproduction or distribution of the SaaS Services; (ii) any modification or alteration of the SaaS Services without the prior written approval of Qlik; and/or (iii) use of the SaaS Services in combination with any other software, hardware, third party data or other materials not provided by Qlik.
- 10.5 **Remedies.** If the SaaS Services become, 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 SaaS Services in accordance with this Agreement; (ii) replace or modify the SaaS Services so that it becomes non-infringing while retaining substantially similar functionality; or (iii) if neither of the foregoing remedies can be reasonably provided by Qlik, terminate all rights to use the SaaS Services (without need for a ruling by a court or arbitrator) and refund as applicable a pro rata portion of prepaid subscription fees, or in the case of any perpetual license, the license fees amortized over three (3) years on a straight-line basis from the date of purchase. Customer agrees to delete or destroy any copies of the Software after the effective date of any such termination.

10.6 SOLE AND EXCLUSIVE REMEDY. THIS SECTION 10 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.

10.7 Notwithstanding the foregoing, Qlik shall have no obligation under this section or otherwise with respect to any Intellectual Property Rights infringement claim that would not have arisen but for (a) any use of the SaaS Services not in accordance with the Agreement or as specified in the Documentation, (b) any use of the SaaS Services in combination with other products, equipment, software or data not supplied by Qlik, including but not limited to any Customer Service, or (c) any authorized modification of the SaaS Services by any third party.

11 Confidentiality

11.1 "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.

11.2 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 SaaS Services 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 SaaS Services.

12 Term and Termination

12.1 Term. This Agreement is effective upon the earlier of the Effective Date of the first Order Form referencing this Agreement or the date Customer first accesses or uses the SaaS Services (other than on a trial basis) and shall remain in effect until terminated (i) as set forth in this Section, or (ii) automatically upon expiration of all rights to use the SaaS Services pursuant to one or more Order Forms. Unless otherwise indicated on an Order Form, SaaS Services subscriptions shall begin upon the Effective Date of the Order Form and automatically renew for successive annual terms unless either Party provides prior written notice of non-renewal to the other Party at least forty-five (45) days prior to the end of the then-current subscription period. Subscriptions may not be cancelled in whole or in part during any subscription period. Subscription fees are subject to increase based upon prevailing rates at the time of renewal. Termination may result in the destruction of all information from Customer and/or its Authorized Users and/or Third Party Authorized User.

12.2 Termination for Breach or Insolvency. Either Party may terminate this Agreement or any applicable Order Form, license or, subscription (without resort to court or other legal action) 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 any intellectual property rights. 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.

12.3 Effect of Termination. Unless earlier terminated, Customer's rights with respect to SaaS Services, including any related subscription, will end upon termination of this Agreement or expiration of any applicable subscription or term. Upon termination of this Agreement or the right to use the SaaS Services, Customer shall: (i) immediately cease using the applicable SaaS Services, including any access by Authorized Users and/or Third Party Authorized User; and (ii) certify to Blendr/Qlik within thirty (30) days after expiration or termination that Customer has uninstalled, deleted and destroyed all copies of the applicable Platform, any associated license keys, the Documentation and all other Qlik Confidential Information in its possession. Termination of this Agreement or any licenses or subscriptions 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 for the entirety of the applicable term. All provisions of this Agreement relating to Qlik's ownership of the Platform, limitations of liability, disclaimers of warranties, confidentiality, waiver, audit and governing law and jurisdiction, will survive the termination of this Agreement. Upon any termination or expiration of the SaaS Services, Customer's right to access and

use the SaaS Services shall automatically cease. Qlik will delete all Customer Data associated to Customer's account within six (6) months following such termination or expiration. No refunds or credits of any prepaid fees shall be granted in the event of any termination or expiration.

13 Miscellaneous

- 13.1 **Governing Law and Jurisdiction.** This Agreement is governed by the law of the jurisdiction set out in Schedule A 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 Schedule A corresponding to or 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.
- 13.2 **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 13.3 **Updates.** Qlik reserves the right to make, in its sole discretion, changes and updates to the functionality and/or Documentation of the SaaS Services and/or the Blendr Content from time to time and will notify Customer thereof, which such notification may be made by a posting on Blendr or Qlik website.
- 13.4 **No Agency.** No joint venture, partnership, employment, or agency relationship exists between the Customer and Blendr/Qlik as a result of the Agreement or use of the SaaS Services.
- 13.5 **No Waiver.** The failure of a Party to enforce any right or provision in the Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by that Party in writing.
- 13.6 **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, failure or diminishment of power, telecommunications or data networks or services, malicious attacks or materials shortage 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.
- 13.7 **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 SaaS Services 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 audit of Customer's use and deployment of the SaaS Services and monitor use of any Services, in order to verify 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.
- 13.8 **Assignment.** The Agreement may not be assigned by Customer without the prior written approval of Qlik. Any purported assignment in violation of this Section will be void. The Agreement may be enforced by and is binding on permitted successors and assigns.
- 13.9 **Notice.** 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.
- 13.10 **Entire Agreement.** The Agreement, together with any applicable Schedule(s) and Appendix(es), comprises the entire agreement between Customer and Qlik and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of the Agreement will be binding unless in writing and signed by an authorized representative of each Party.
- 13.11 **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.
- 13.12 **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.

13.13 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.

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Schedule A: Governing Law And Venue

If the Customer's location 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 ¹	Qlik Contracting Entity and Governing Law
Any countries not specifically identified in this Schedule A	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech International Markets AB; (ii) the Governing Law shall be the laws of Sweden; and (i) 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.
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	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech Australia Pty Ltd.; (ii) the Governing Law shall be the laws of New South Wales Australia; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be brought before the Courts of New South Wales, Australia and any courts competent to hear appeals therefrom.
Belgium	<ul style="list-style-type: none"> (i) the contracting entity is Blendr.NV (ii) the Governing Law shall be the laws of Belgium; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the ICC Belgium or the Belgian Centre for Arbitration and Mediation (CEPANI)
Brazil	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech Brasil Comercialização de Software Ltda.; (ii) the Governing Law shall be the laws of Brazil; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce† in Stockholm.
Canada	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech Corporation; (ii) the Governing Law shall be the laws of the Province of Ontario, Canada; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be brought before the Courts of Ontario.
Commonwealth of Independent States	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech Netherlands B.V.; (ii) the Governing Law shall be the laws of England and Wales; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce† in Stockholm.
Denmark or Iceland	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech Denmark A/S; (ii) the Governing Law shall be the laws of Sweden; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce† in Stockholm.
Finland, Estonia, Latvia or Lithuania	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech Finland Oy; (ii) the Governing Law shall be the laws of Sweden; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce† in Stockholm.
France, Monaco, or Reunion Island	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech France SaRL ; (ii) the Governing Law shall be the laws of France; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by the Courts of Paris, France.
Germany, Austria, Switzerland, or Liechtenstein	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech GmbH; (ii) the Governing Law shall be the laws of Germany; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by the Courts of Düsseldorf, Germany.
Hong Kong and Macau	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech Hong Kong Limited; (ii) the Governing Law shall be the laws of Hong Kong SAR; (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration 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.

¹Customer Location refers to Customer's billing address country

India	(i) the contracting entity is QlikTech India Pvt. Ltd.; (ii) the Governing Law shall be the laws of India; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be finally resolved by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendments thereto.†††.
Israel	(i) the contracting entity is Qlik Analytics (ISR) Ltd.; (ii) the Governing Law shall be the laws of Israel; and (iii) 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.
Italy	(i) the contracting entity is QlikTech Italy Srl.; (ii) the Governing Law shall be the laws of Italy; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated exclusively by the Court of Milan.
Japan	(i) the contracting entity is QlikTech Japan K.K.; (ii) the Governing Law shall be the laws of Japan; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by the Tokyo District Court.
Mexico	(i) the contracting entity is QlikTech Mexico, S. de R.L. de C.V.; (ii) the Governing Law shall be the laws of Mexico; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce† in Stockholm.
New Zealand	(i) the contracting entity is QlikTech New Zealand Limited; (ii) the Governing Law shall be the laws of New Zealand; and (iii) 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.
People's Republic of China ("PRC")	(i) the contracting entity is Qlik Technology (Beijing) Limited Liability Company; (ii) the Governing Law shall be the laws of China; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the China International Economic and Trade Arbitration Commission (CIETAC). †††††.
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	(i) the contracting entity is QlikTech Netherlands B.V.; (ii) the Governing Law shall be the laws of the Netherlands; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the SGOA (the Dutch Foundation of the Settlement of Automation Disputes) in The Hague.
Brunei, Darussalam, Cambodia, East Timor, Indonesia, Lao People's Democratic Republic, Mongolia, Myanmar (Burma), Philippines, Singapore, Thailand, Vietnam	(i) the contracting entity is QlikTech Singapore Pte. Ltd.; (ii) the Governing Law shall be the laws of Singapore; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) 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 ††††.
South Korea	(i) the contracting entity is QlikTech Hong Kong Limited; (ii) the Governing Law shall be the laws of South Korea; and (iii) 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.
Spain, Portugal or Andorra	(i) the contracting entity is QlikTech Ibérica S.L.; (ii) the Governing Law shall be the laws of Spain; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled exclusively by the Courts of the city of Madrid, Spain.
Argentina, Aruba, Belize, Bermuda, Bolivia, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Peru, Uruguay, Venezuela	(i) the contracting entity is QlikTech LATAM AB; (ii) the Governing Law shall be the laws of Sweden; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce† in Stockholm.
Sweden	(i) the contracting entity is QlikTech Nordic AB; (ii) the Governing Law shall be the laws of Sweden; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce† in Stockholm.

United Kingdom, Ireland or Gibraltar	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech UK Limited; (ii) the Governing Law shall be the laws of England & Wales; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by the courts of England and Wales.
United States, Puerto Rico, Jamaica, Virgin Islands (US) or Haiti	<ul style="list-style-type: none"> (i) the contracting entity is QlikTech Inc.; (ii) the Governing Law shall be the laws of the Commonwealth of Pennsylvania, USA; and (iii) any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by the State and Federal Courts of Montgomery County in the Commonwealth of Pennsylvania.
<p>† 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.</p>	
<p>†† 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.</p>	
<p>††† 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.</p>	
<p>†††† 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.</p>	
<p>††††† 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.</p>	

SCHEDULE B – SERVICES METRICS

Except if otherwise provided for in the Order Form, the following limitation policy (Services Metrics) applies:

Customer accepts and understands that the SaaS Services may be suspended by Blendr or Qlik if Customer exceeds the metrics mentioned below.

Internal Use:

- Number of Authorized Users: maximum 5
- Number of Blends: maximum 50
- Number of Connections: maximum 5
- Number of Blend Runs (“BR”): maximum 100.000 per month
- Number of Concurrent BR: **maximum 5** at any one time (provided that the average number of Concurrent BRs should not exceed 1 BR over any consecutive 30 day period)
- Data Bandwidth: maximum 2 GB per month

External Use

- The limitations below via the Customer Service (including any Internal Use by the Customer) are aggregated across all End Customers
- Number of End Customers: maximum 20
- Number of Third Party Authorized Users: maximum 100
- Number of Blends: maximum 1000
- Number of Connections: maximum 100
- Number of Blend Runs (“BR”): maximum 1.000.000 per month
- Number of Concurrent BRs: maximum 5 at any one time per End Customer (provided that the average number of Concurrent BRs should not exceed 5 BRs over any consecutive 30 day period across all End Customers)
- Data Bandwidth: maximum 10 GB per month

Services Metrics Definitions

- “**Blend**” means a workflow made by or for an Authorized User or Third Party Authorized User
- “**Connection(s)**” means datasource(s) which are instance(s) of connected application(s)
- “**Blend Run (BR)**” means a Blend job. Each time a Blend is initiated, a BR is created
- “**Concurrent BRs**” means BRs running simultaneously.
- “**Data Bandwidth**” means bandwidth used and measured in MB or GB by Blends (both uploading and downloading, when using a Connection to Blendr’s Platform or a Third Party Application)
- “**Internal Use**” has the meaning as described in Section 2.1.1 of the Agreement
- “**External Use**” has the meaning as described in Section 2.1.2 of the Agreement
- “**End Customer**” means a Customer’s client accessing the SaaS Services via the Customer Service or designated by Customer to benefit from the SaaS Services