

# **Qlik Cloud Services Terms of Service**

IMPORTANT: A USER MAY NOT USE THE SITE OR THESE SERVICES PRIOR TO READING AND AGREEING TO THESE TERMS OF SERVICE.

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

#### 1. Definitions

- **1.1** "Administrator" means a User that accesses, uses or directs the usage of any part of the Services User Account.
- **1.2** "Content" means information, data, media or other content provided by User for use with the Services.
- **1.3** "Customer" refers to the individual person, company, or organization that is the customer of the Services.
- **1.4** "Qlik" refers to QlikTech International Markets AB and its affiliates.
- **1.5** "Qlik Acceptable Use Policy" means Qlik's then-current Hosted Services Acceptable Use Policy regarding Content currently set forth under Legal Policies at www.qlik.com.
- **1.6** "Qlik Application" means a purpose-built, self-contained file comprised of a structured data model, Qlik visualizations, Qlik data items and the data itself.
- 1.7 "Qlik Product" means the proprietary Qlik software allowing for Services access rights and licensed to User under a valid license agreement with Qlik ("License Agreement").
- **1.8** "Services" means the Qlik Cloud Services provided by Qlik pursuant to these Terms of Service.
- **1.9** "Site" refers to Qlik's website located at <u>www.qlikcloud.com</u> (and any Qlik Subdomains made available to User), and all content, services, and products provided by Qlik at or through the Site.
- 1.10 "Terms of Service" refers, collectively, to all the terms, conditions contained or referenced in this document, the Qlik Acceptable Use Policy and all other operating rules, notices, policies and procedures that Qlik may publish from time to time on the Site.
- **1.11** "User" refers to any individual person that accesses or uses the Site or Services.

#### 2. Terms of Service; Services User Account; Eligibility

- 2.1 By registering for and/or using the Site or Services in any manner, User agrees to these Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and may be updated from time to time without notice. Certain of the Services may be subject to additional terms and conditions specified by Qlik from time to time, and which are incorporated into these Terms of Service by this reference. The Site may contain links to other Qlik websites. If User chooses to access any other Qlik site, User is responsible for agreeing to the applicable terms of use, for such site. If User does not agree to such terms of use, User should not access, visit or participate in such sites.
- 2.2 To access the Services, Customer, via its designated Administrator, must register for a Services user account on the Site (a "Services User Account"). Administrator shall not use

another person's user account or registration information, or provide its Services User Account registration information to anyone else. Administrator will be required to select a tenant name for Qlik Applications made available through the subdomain assigned to Customer for the deployment of Services ("Qlik Subdomain"). Qlik Subdomain names may not infringe or violate third party intellectual property rights or include offensive, obscene, vulgar or other objectionable language. Qlik Subdomains must, whenever feasible, have a clear or meaningful connection to the Customer's name, brand or trademark or purpose and be unique enough to prevent confusion with other entities, brands or trademarks. Qlik reserves the right to monitor, reject, revoke or cancel any Qlik Subdomain name that is not in compliance with such policies. Qlik retains all ownership and rights to any Qlik Subdomains and grants Customer a limited, non-exclusive, non-sublicensable, revocable, license to use the Qlik Subdomain solely in connection with Services for as long as Customer has a current subscription for the Services. In connection with the Services User Account, Customer agrees that Qlik may send Customer important information and notices regarding the Site and/or the Services by email, text messaging or other means.

- **2.3** Administrator must provide accurate, up-to-date and complete information and keep the Services User Account information updated. Customer is responsible for the activity that occurs on the Services User Account and for keeping the Services User Account password secure.
- **2.4** User represents and warrants that User is at least 18 years of age. If under the age of 18, User may not, under any circumstances or for any reason use the Site or Services without the permission of a parent or guardian.
- 2.5 Qlik may, in its sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria for the Services at any time. User's right to access the Site and Services shall be automatically revoked where these Terms of Service, the Qlik Acceptable Use Policy or the User's use of the Site and/or Services is prohibited or to the extent Qlik's offering, sale or provision of the Site and/or Services to the User conflicts with any applicable law, rule or regulation to which the User is subject.

# 3. Scope of Use

- **3.1 General**. Following activation of the Services User Account by Qlik, and subject to Section 3.2, the Administrator may (i) upload Qlik Applications to the Site and (ii) designate Users with valid Qlik Product licenses to access such Qlik Applications on the Site. An email alias or group address book may not be designated as a User. Qlik is not responsible to ensure that any User will receive or respond to any invitation to utilize the Services or access any Qlik Applications.
- **3.2 Limited License; Parameters.** User shall have a nonexclusive, non-transferable, non-sublicensable right and license, during the Term only, subject to the applicable size and Space maximums set forth in the then current Qlik Sense License Metrics or an order form for the Services, to (i) upload, reload or

remove Qlik Applications to or from the Site; and (ii) designate such number of Users as permitted by Customer's subscription to access the Qlik Applications in User's Space. "Space" means the total storage space allocated to User on the Site. Qlik Applications exceeding the maximum size and/or Content exceeding the Space limit will not be stored within the Services. Data refreshes or other changes that cause a Qlik Application to exceed the maximum Qlik Application size or Space limit will not be saved. Further, Qlik reserves the right to remove or not permit saving of Qlik Applications that exceed any size limitations. Qlik may make additional optional components of the Services available, which may adjust the maximum Qlik Application and/or Space size, and which may be subject to additional fees.

3.3 Administration. Only Administrators or Users designated by Administrator can remove Content from the Space. Administrator may transfer administrator rights from one individual to another, provided that Administrator informs Qlik in writing at support@glik.com so that the Service User Account may be assigned to another Administrator. In the event that the Services permit the external sharing to public webpages or social media of any static component of a Qlik Application residing in the Site (each, an "External Visualization"), then User will have a non-exclusive, non-transferable, non-sublicensable right and license to embed a link to, or image of, any User External Visualization directly in any public web page or social media posting, subject to Qlik and its third party vendors' attribution requirements located at www.glik.com/license-terms, and provided that such External Visualization is provided without charge to third parties accessing such public web page or social media posting. User is responsible for compliance with all applicable laws, rules and regulations, and third-party terms of such public websites and social media sites, regarding such use of, and the sharing of Content through, any External Visualization.

### 4. Content; Rules of Conduct

- 4.1 License Grant. Customer hereby grants Qlik and Qlik's agents and contractors a non-exclusive, sublicensable and transferable right and license, solely for the purposes of providing and/or administering the Services, and as otherwise permitted under these Terms of Service or as may be required by applicable law, to monitor, administer, manage, replicate, access, transmit, store and cache any Qlik Application transmitted, stored, processed or linked by or for Customer on or through the Services. For clarity, the foregoing license grant does not alter or otherwise affect Customer's ownership or license rights in any of Content, and Qlik does not claim ownership of Content. No title or ownership of any materials, technology, software or information provided to Customer through the Services is transferred to User pursuant to these Terms of Service. Further, User hereby grants each other User with whom User shares Content, a non-exclusive license to access User's Content through the Services.
- 4.2 Privacy Policy. Customer acknowledges that the Services are 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 the Services. Qlik may remove or update its third-party provider at any time and any such successor provider's privacy policy shall apply to the Site. Qlik's Cookie & Privacy Policy shall apply to User registration and Services User Account information only, and is located at www.qlik.com.
- 4.3 Privacy Compliance. Customers are recommended not to store EEA/Swiss/UK personal data (as defined under EU/Swiss relevant law) Content in the Service. Qlik is neither the Data Controller nor the Data Processor (as defined under relevant EU/Swiss law) of any personal data Content inputted by the user. If Customer choses to input personal data content, Customer shall remain solely liable and responsible for complying with applicable privacy laws with respect to

Customer's use of the Services and the Content, including but not limited to EU General Data Protection Regulation and any other privacy/data protection obligations in relation to the processing of such Content (including but not limited to the obligations to delete data, process it lawfully, and restrictions regarding transfer outside of the EEA/Switzerland/UK, and responding to data subject access requests). All Content used by or within the Services may be stored on servers located outside of the EEA/Switzerland/UK, unless options (if available) are selected and used by the user to retain the data on relevant servers within the EEA/Switzerland/UK.

- 4.4 Warranties. Customer hereby represents and warrants on behalf of itself and its Users that (a) it has all of the rights in the Content and Qlik Applications necessary (1) for the uploading, use, display, publishing, sharing and distribution of the Content (including Qlik Applications) in the course of using the Services; and (2) to grant the rights in Section 4.1 without infringement or violation of any third party rights, including without limitation any privacy rights, publicity rights, copyrights, trademarks, contract rights and any other intellectual property or proprietary rights, and (b) the storage, display, publication, performance, integration, use and transmission of Content through Qlik Applications does not violate any law or these Terms of Service.
- 4.5 Unauthorized Use. Customer must promptly notify Qlik in writing of any unauthorized use of any (i) Qlik Application or other Content, (ii) Services User Account or (iii) the Services that comes to Customer's attention. In the event of any such unauthorized use by any third party that obtained access through Customer, Customer will take all steps necessary to terminate such unauthorized use. Customer will provide Qlik with such cooperation and assistance related to any such unauthorized use as Qlik may reasonably request. User acknowledges that in order to protect Customer's transmission of Content to the Site, it is User's responsibility to use a secure encrypted connection to communicate with the Services.
- 4.6 User shall only use the Services and the Content in accordance with this Agreement and the Qlik Acceptable Use Policy, and User shall not permit use of the Services for any purpose that is prohibited by these Terms of Service or the Qlik Acceptable Use Policy. Customer is responsible for all User activity in connection with the Services. Customer shall promptly handle and resolve any notices and claims relating to Content, including any notices sent to Customer by any person claiming that any Content violates any person's rights.

# 5. Term and Termination

- 5.1 Term. Unless earlier terminated, the term ("Term") of these Terms of Service shall terminate at the earliest occurrence of the following:
  - 5.1.1 If Customer is accessing the Services in connection with an eligible Qlik Product subscription that includes access to the Services, then Customer's access to the Services shall immediately terminate upon the termination or expiration of such Qlik Product subscription.
  - 5.1.2If Customer is accessing the Services in connection with a paid Qlik Cloud Services subscription, then Customer's access to the Services shall remain in effect, unless earlier terminated, for the Services subscription term set forth in the order form for such subscription ("Services Subscription Term") and the Services Subscription Term shall automatically renew for renewal terms of the same duration unless and until Customer or Qlik elects to non-renew the Services Subscription Term by providing written notice to the other Party at least 45 days prior to the end of the thencurrent term.
  - 5.1.3If Customer has not accessed the Services User Account for a period of twelve months or longer, then Qlik may terminate the Services User Account.

- 5.2 Termination. Qlik may terminate Customer's or any individual User's access to all or any part of the Services at any time in the event of any breach of these Terms of Service, or if required by applicable law, effective immediately, which may result in the forfeiture and destruction of all information associated with the applicable Services User Account (including without limitation any Content stored in a private, unshared Space). Customer may terminate its Services User Account prior to the end of the Term, via a request made to support@qlik.com.
- **5.3 Effect of Termination**. Following any termination or expiration of these Terms of Service, Qlik will delete all User Content in User's Space. No refunds or credits of any prepaid fees shall be granted in the event of any termination or expiration. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 6. Disclaimers

- 6.1 Customer acknowledges and agrees that (i) Qlik has no duty to take any action regarding which individuals gain access to the Services, which Content Users access via the Services; or how Users may interpret or use the Content, (ii) Qlik has no obligation to monitor any Content, (iii) Qlik does not control, verify or endorse the Content that Users make available on the Services, (iv) Qlik is not responsible for the accuracy, completeness, appropriateness, copyright compliance or legality of any Content accessible using the Services, (v) Subject to Section 5, Customer is solely responsible for the uploading and/or deletion of any Content place on Site or with the Services by any Customer User; and (vi) Users are fully responsible for all External Visualizations that publish pursuant to Section 3.3 and (vii) in relation to the use of the Services by Customer to process personal information within the EEA/Switzerland, Customer acknowledges and agrees that Customer remains the Data Controller/Data Processor (as appropriate), and Qlik shall be neither the Data Controller nor the Data Processor of such personal information under relevant EU/Swiss law.
- 6.2 THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE" AND 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 SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) THE SERVICES WILL BE FREE OF DEFECTS OR ERRORS, (III) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (IV) THAT THE SERVICES WILL NOT HARM COMPUTER SYSTEMS; OR (V) THE RESULTS OF USING THE SERVICES WILL MEET USER'S REQUIREMENTS.

# 7. Intellectual Property; Limitation of Liability Indemnification

7.1 Use of Services; Qlik Proprietary Rights. Customer's use of the Qlik Products is subject to the terms of Customer's License Agreement with Qlik. Customer's use of the Services shall not expand or amend the license rights nor suspend or override any restrictions for use of the Qlik Products under the License Agreement, and any use of the Services that circumvents or attempts to circumvent the license restrictions set forth in the License Agreement shall be a material breach of these Terms of Services and the Qlik Products will be automatically revoked if Customer violates these Terms of Service in a manner that violates Qlik's intellectual property rights. No title or ownership of any proprietary rights related to the Services or Qlik Products is transferred to Customer pursuant to these Terms of Service.

All intellectual property rights not explicitly granted to User or Customer are reserved by Qlik. If Customer provides comments, suggestions, or recommendations to Qlik with respect to the Services (including without limitation with respect to modifications, enhancements, improvements, other changes to the Services) (collectively, the "Feedback"), Customer hereby grants to Qlik a worldwide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Services.

- 7.2 Indemnity. Customer shall defend, indemnify and hold harmless Qlik, its affiliates and each of their respective employees, contractors, directors, officers, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) violation of these Terms of Service by Customer, any Customer User or any third party using Customer's Services User Account, or (ii) infringement by Customer, any User, or any third party using the Services User Account or identity in the Services, of the intellectual property rights of any third party.
- 7.3 Limitations on Liability. IN NO EVENT SHALL QLIK OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, VENDORS OR LICENSORS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, OR FOR ANY SPECIAL, INDIRECT, COMPENSATORY INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF QLIK HAD BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES IN THE SERVICES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES ARISING UNDER OR RELATED TO THESE TERMS OF SERVICE IN EXCESS OF THE GREATER OF (A) ONE THOUSAND DOLLARS (USD \$1,000) OR (B) THE AGGREGATE AMOUNT OF SERVICES SUBSCRIPTION FEES PAID BY USER AS DESCRIBED IN SECTION 5.1.2 HEREOF FOR THE SERVICES FOR THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE EVENTS GIVING RISE TO SUCH CLAIM OCCURRED.

### 8. General

- 8.1 Entire Agreement; Severability; Governing Law. These Terms of Service are between Customer and the Qlik entity that entered into the License Agreement. These Terms of Service, along with the License Agreement, are the entire agreement between User and us with respect to the Services, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Qlik and Customer with respect to the Services, including any prior version of these Terms of Service. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. In addition, these Terms of Service shall supersede any conflicting or contradictory terms contained in any purchase order, order form, or any other document Customer submits to any of Qlik's designated vendors in connection with a purchase of a subscription to the Services, and any such conflicting or contradictory terms will be of no force or effect. These Terms of Service shall be governed by the governing law set forth in the License Agreement with Qlik.
- 8.2 Test Services. Qlik may, in its discretion, periodically provide certain Customers of the Services with an opportunity to test additional features or functionality in connection with the

Services. Customers are not required to accept these opportunities when provided, and Customer may decline to participate in the testing of such additional features or functionality at any time. Qlik reserves the right at any time, in its sole discretion, to discontinue provision of, or to modify, any such features or functionality provided for testing purposes.

- **8.3 Modification.** Qlik reserves the right, in its sole discretion, to modify or replace any of these Terms of Service, or to change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending notice via email. Customer's continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes.
- **8.4 Statistical Information**. Qlik may collect and use certain statistical and usage information relating to the Services, and may share such information with authorized third-party vendors to perform functions on Qlik's behalf. This information may include, but is not limited to, size and number of Applications, sharing statistics, login statistics, session information (e.g., number, duration, error messages, types/number of users, Applications and/or charts used and API usage) and browser configurations. This information will not include any proprietary or confidential information belonging to any User. The collection and use of this information will be governed by Qlik's Cookie & Privacy Policy.
- 8.5 Force Majeure. Qlik shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Qlik's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
- 8.6 Assignment; Relationship between the Parties. These Terms of Service are not assignable, transferable or sublicensable by Customer except with Qlik's prior written consent. Qlik may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, fiduciary, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.
- 8.7 Copyright Policy/Digital Millennium Copyright Act. Customer may not post, modify, distribute, or reproduce in any way copyrighted or other proprietary materials without obtaining the prior written consent of the copyright owner of such materials. Qlik may terminate an account, deny access to a site or service, or terminate any User who is alleged to have infringed the copyright or proprietary rights of another. Please see Qlik's copyright policy/Digital Millennium Copyright Act policy located at www.qlik.com/legal/terms-of-use.
- 8.8 Third Party Services. The Services may permit Users to link to other websites, services, or resources on the Internet. In addition, to the extent User elects to link User's email account(s) to the Services, the Services may have the ability to access and receive information from such email accounts (which implicitly may include information related to contacts' email accounts). When accessing third party resources on the Internet, User does so at its own risk. Such resources are not under Qlik's control, and User acknowledges that Qlik is not responsible or liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of such websites or resources. The inclusion in the Services of links to any third-party websites or resources does not imply Qlik's endorsement of, or any association between, Qlik and such third-party websites or resources, or the operators thereof. User further acknowledges and agrees that Qlik shall not be responsible or liable, directly or indirectly, for

any damage or loss caused, or alleged to be caused, by or in connection with the use of, or reliance upon, any such content, goods, or services available on or through any such third-party websites or resources.

8.9 Notices; No Waiver, Headings. Unless otherwise specified in these Terms of Service, all notices under these Terms of Service will be governed by the notice provisions of the License Agreement with Qlik. Failure to enforce any part of these Terms of Service shall not constitute a waiver of any right to later enforce that or any other part of these Terms of Service. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.

# 9. Special Provisions and Exceptions

# 9.1 Limitations of Liability for Users in Germany or Austria.

- **9.1.1** If User usually resides in Germany or Austria, then Section 7.3 will not apply. Instead, subject to the provisions in 9.1.2, Qlik's statutory liability for damages shall be limited as follows: (i) Qlik shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the contract in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the contract, the breach of which endangers the purpose of the contract and on the fulfilment of which Customer regularly relies); and (ii) Qlik shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.
- **9.1.2** The aforesaid limitation of liability shall not apply to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for damages caused by willful misconduct or gross negligence, or any kind of willfully or negligently caused personal injuries.
- **9.1.3** User shall take all reasonable measures to mitigate and/or to avoid damages, including, in particular, an obligation for Licensee to make back-up copies of data on a regular basis and to carry out security checks. Regardless of the legal grounds giving rise to liability, User shall not be liable for indirect and/or consequential damages, including, in particular, loss of profit and loss of interest, unless any such damage has been caused by Qlik's willful misconduct or gross negligence.
- **9.1.4** To the extent Qlik's liability is limited or excluded, the same shall apply in respect of any personal liability of Qlik's legal representatives, employees, suppliers, resellers and vicarious agents.
- 9.2 Modification of Terms for Users in Germany or Austria. If User usually reside in Germany or Austria, then Section 8.3 shall not apply. Instead, the following shall apply: Qlik reserves the right, in its sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending notice through the Services, via e-mail or by another appropriate means of electronic communication. While Qlik will timely provide notice of modifications, it is also User's responsibility to check these Terms of Service periodically for changes. If Qlik modifies these Terms of Service, User may object to this modification within six weeks after Qlik has informed User as described above. User's continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes. Qlik will inform User on the consequences of User's continued use once the objection period above commences.