

SOFTWARE END USER LICENSE AGREEMENT

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PERMISSION TO INSTALL AND USE THE SOFTWARE IS CONDITIONAL UPON YOU AGREEING TO THESE LICENSE TERMS. INSTALLATION OR USE OF THE SOFTWARE BY YOU WILL BE DEEMED TO BE ACCEPTANCE OF THESE LICENSE TERMS. ACCEPTANCE WILL BIND YOU TO THESE LICENSE TERMS IN A LEGALLY ENFORCEABLE CONTRACT WITH QLIKTECH NETHERLANDS BV. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WHICH INCLUDE THE LICENSE AND WARRANTY, PRESS THE “NO” BUTTON TO EXIT THIS INSTALLATION PROCEDURE AND RETURN THE MEDIA/DISKS AND ALL OF THE ACCOMPANYING ITEMS (INCLUDING DOCUMENTATION AND PACKAGING) TO THE PLACE YOU OBTAINED THEM WITHIN THIRTY (30) DAYS FOR A FULL REFUND OR, IF YOU DOWNLOADED THE SOFTWARE VIA THE INTERNET OR OTHER SOURCE, PROMPTLY DELETE THE SOFTWARE FROM YOUR COMPUTER SYSTEM.

NOTE: THE INSTALLATION OF THIS SOFTWARE WILL INSTALL FILES NECESSARY TO OPERATE THE SOFTWARE ONTO YOUR COMPUTER. OTHER SYSTEM FILES, SUCH AS DYNAMIC LINK LIBRARY (.DLLS) FILES, MAY BE INSTALLED OR UPDATED AND WINDOWS REGISTRY ENTRIES WILL BE MADE. UNINSTALLING THE PROGRAM WILL NOT REMOVE ALL OF THE INSTALLED FILES OR REGISTRY ENTRIES. AS WITH ALL INSTALLATIONS, IT IS RECOMMENDED THAT YOU BACK UP YOUR HARD DRIVE BEFORE YOU INSTALL THIS PROGRAM.

Grant of License for Authorized Users

Subject to the terms and conditions of this Software End User License Agreement (the “EULA”) and the payment of all applicable license fees, QlikTech Netherlands BV (“QlikTech”) grants to you (the “End User”) a limited, non-exclusive and non-transferable license to install and use, for internal purposes only, the software programs with which this license is distributed (the “Software”), including any printed documentation or documentation files published by QlikTech and accompanying the Software (the “Documentation”), on a single server (if the Software is server based) which may be accessed only by the number of users licensed by QlikTech, or a single personal computer (if the Software is PC based) (the “License”).

The End User may also store or install one (1) backup copy of the Software for archival purposes. One (1) License for the Software may not be shared for use on different computers or servers. If a serial number, password, license key or other security device is provided to the End User for use with the Software, the End User may not share or transfer such security device with or to any other user of the Software or any other third party. Any other use of the Software by any third party, except as provided in this EULA, is strictly forbidden and is a breach of this EULA.

Any maintenance of the Software (i.e. technical support and updates), will be provided in accordance with a separate Maintenance Agreement entered into between the End User and either QlikTech or any of QlikTech’s authorized representatives.

QlikTech may, at any time during the End User’s normal business hours and upon reasonable advance notice, conduct an audit at the End User’s premises to ascertain whether the End User’s use of the Software is in compliance with the provisions of this EULA. The End User shall reasonably assist QlikTech in the conduct of such audit and shall grant QlikTech reasonable access to the End User’s premises and computer equipment for that purpose. In the event that such audit reveals any use of the Software by the End User other than in material compliance with this EULA and/or any other agreement between QlikTech and the End User, the End User shall reimburse QlikTech for all reasonable costs and expenses related to such audit in addition to any additional license fees and maintenance fees owed to QlikTech as a result of such non-compliance.

Ownership

The End User has no ownership rights in the Software. The Software, Documentation and the intellectual property rights associated therewith are and will remain at all times the sole and exclusive property of QlikTech and its affiliates and the End User has no right, title or interest in or to the Software, Documentation or the intellectual property associated therewith, except as expressly set forth in this Agreement. This EULA does not grant the End User any rights in the trade marks or service marks of QlikTech, all of which remain the exclusive property of QlikTech and its affiliates. The End User may not alter or remove trade marks, service marks or other markings from the Software, Documentation or their associated packaging. Upon QlikTech's request, the End User agrees, at QlikTech's expense, to take such actions as QlikTech may reasonably request to perfect QlikTech's ownership in the Software.

Copyright Statement

The Software and Documentation contain material that is protected by copyright laws and international treaty provisions. Accordingly, the End User may not make copies of the same, except that the End User may (a) make a copy of the Software as permitted above solely for backup or archival purposes, and (b) transfer the Software from digital media to hard disks provided that the Software is used only as specified in this EULA. The End User may not copy the Documentation. Also, the End User shall maintain at all times all copyright notices provided on the Software, Documentation and associated packaging and any copies thereof. The End User shall ensure that any permitted copy of the Software is produced only for the End User's own benefit, that it is clearly marked on the copy that such copy is subject to copyright and confidentiality, and that a written list is maintained of the number of copies and place of storage. Copies of the Software constitute QlikTech's property. All the terms and conditions of this EULA shall also apply to such copies.

Other Restrictions and Assignment

This EULA grants the End User the right to use the Software for internal purposes only. The End User may not use the Software to operate a subscription service, service bureau, Software as a Service (SaaS) model, or other similar access fee-based services for the benefit of any third party without the prior express written consent of QlikTech. The End User must protect the Software and Documentation in a manner consistent with QlikTech's rights expressed in this EULA. The End User may not sublicense, modify, distribute, or create derivative works based on the Software or any part thereof. The End User may not reverse engineer, decompile, disassemble, translate, or adapt the Software, nor shall the End User attempt to create the source code from the object code of the Software unless explicitly permitted by applicable and mandatory law.

The End User acknowledges and agrees that the intellectual property associated with the Software and the Documentation, and any other nonpublic information of a technical or commercial nature concerning QlikTech, the Software and the Documentation disclosed to the End User in connection with this EULA constitute QlikTech's proprietary information and trade secrets, and the End User agrees to hold such information in strict confidence.

The End User shall have no right to transfer or assign the License or the End User's rights or obligations under this EULA in whole or in part, and any attempted transfer or assignment shall be null and void. The foregoing notwithstanding, upon prior written approval by QlikTech, the End User may assign, or otherwise transfer this EULA to any affiliate. For purposes of this EULA, the term "affiliate" means any entity which controls, is controlled by, or is under common control with the End User, where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity.

If the Software is licensed to the End User as part of a Partner Product, i.e. a limited "Powered by QlikView" license, by an OEM Partner authorized by QlikTech, then the End User's permitted use of the Software will be restricted to the Partner Product and its data structures and the End User may not use the Software separately from the Partner Product.

Infringement of Third Party Intellectual Property Rights

QlikTech shall pay those costs and direct damages finally awarded against the End User in connection with any claim by a third party that the Software directly infringes any copyright or misappropriates any trade secret recognized as such under applicable law (or those costs and damages agreed to by QlikTech in a written monetary settlement) and the reasonable costs of defense incurred by the End User in connection therewith, including reasonable attorneys' fees and court costs, provided that:

- (a) the End User provides QlikTech with prompt written notice of any such action or claim;
- (b) the End User will permit QlikTech to assume and control the defense and settlement of any such action or claim, at QlikTech's expense;
- (c) the End User will not prejudice the defense of the action or claim nor will the End User make any admission as to liability nor compromise or agree to any settlement of any such action or claim without the prior written consent of QlikTech; and
- (d) the End User will provide QlikTech with such assistance, documents, authority and information as QlikTech may reasonably require in relation to the action or claim and defense or settlement thereof.

Notwithstanding the foregoing, QlikTech shall have no liability to the End User for any claim that:

- (a) arises out of any unauthorized use, reproduction, or distribution of the Software;
- (b) arises out of any modification or alteration of the Software by anyone other than QlikTech;
- (c) arises out of the use of the Software in combination with any other software or equipment not approved in writing by QlikTech; or
- (d) would have been avoided by use of the then-current Release of the Software or if the End User had followed QlikTech's reasonable written instructions.

In addition, if the Software becomes, or in QlikTech's opinion is likely to become, the subject of an infringement or misappropriation claim, QlikTech may, at its own expense and option, elect to either:

- (a) procure the right for the End User to continue using the Software in accordance with the provisions of this EULA;
- (b) make such alterations, modifications or adjustments to the Software so that the infringing Software or Documentation becomes non-infringing without incurring a material diminution in performance or function;
- (c) replace the Software with a non-infringing substantially similar substitute; or
- (d) if neither (a), (b) nor (c) can be achieved after the exercise of commercially reasonable efforts, terminate this License and refund to the End User: (i) all amounts paid by the End User to QlikTech as license fees with respect to the affected Software, less an amount equal to depreciation of such license fees calculated on a three-year straight-line basis from the date of license, and (ii) a pro rata portion of any prepaid maintenance fees for the then-current annual maintenance period.

If QlikTech modifies or replaces the Software, the End User shall have the same rights in respect thereof as it would have had under this EULA.

THIS SECTION STATES QLIKTECH'S ENTIRE LIABILITY, AND THE END USER'S SOLE REMEDIES, FOR ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS IN RELATION TO THE SOFTWARE AND THE DOCUMENTATION.

Limited Warranty

This warranty extends only to the original End User of this License, and no third party shall have the right to make any claim or assert any right hereunder.

QlikTech warrants that for a period of ninety (90) days from the date of the acquisition of the License (the “Warranty Period”): (a) the Software will perform substantially in accordance with the Documentation; and (b) the Software is properly recorded on the media or in the files to be downloaded. QlikTech does not warrant that the operation of the Software will be uninterrupted or error free. This warranty is void if failure of the Software has resulted from accident, abuse, or misapplication or from the End User having modified the Software or used it for a purpose or in a context other than the purpose or context for which it was designed.

If, during the Warranty Period, the Software does not perform substantially in accordance with the Documentation or is not recorded properly on the media or files to be downloaded, the End User’s sole and exclusive remedy, and QlikTech’s sole obligation and liability under this warranty shall be as follows: if the End User notifies QlikTech in writing of the non-conformity within the Warranty Period, QlikTech shall, at QlikTech’s option, either (i) return the license fees paid (if any) with respect to the non-conforming Software; or (ii) repair or replace the non-conforming Software. If QlikTech elects to return the license fees, the End User agrees to promptly return the Software to QlikTech or establish to QlikTech’s satisfaction that it has destroyed/uninstalled the Software. Any replacement Software will be warranted for the remainder of the original Warranty Period or thirty (30) days from replacement, whichever is longer. There is no warranty after expiration of the Warranty Period.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED “AS IS”. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED.

Limitation of Liability

IN NO EVENT SHALL QLIKTECH BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND ARISING UNDER ANY THEORY OF LIABILITY (INCLUDING TORT), INCLUDING WITHOUT LIMITATION DAMAGES OR LOSSES FOR LOSS OF PROFITS, LOSS OF PRODUCTION OR EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS DATA OR INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF QLIKTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR QLIKTECH’S INDEMNIFICATION OBLIGATIONS HEREUNDER AS REGARDS INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, QLIKTECH’S MAXIMUM AGGREGATE LIABILITY UNDER THIS EULA (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF LICENSE FEES PAID BY THE END USER TO QLIKTECH FOR THE LICENSE TO WHICH A SPECIFIC CLAIM RELATES.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS EULA SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Termination

This EULA is effective until terminated. The End User may terminate this EULA at any time by destroying or returning to QlikTech all copies of the Software and Documentation in the End User’s possession or within its control. QlikTech may terminate this EULA immediately at any time by written notice to the End User if the End User has breached any of the terms of this EULA. Upon notification of termination, the End User agrees to promptly destroy or return to QlikTech all copies of the Software and Documentation and to certify in writing that all known copies, including backup copies, have been

destroyed or returned to QlikTech. All provisions relating to confidentiality, proprietary rights and non-disclosure shall survive the termination of this EULA.

General

You agree not to export the Software or the Documentation in violation of applicable export laws. This EULA may only be modified by a written document that has been signed by both the End User and QlikTech. If any provision of this EULA is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision which approximates the intent and economic effect of the affected provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

This EULA constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all previous agreements, representations, warranties, statements, negotiations, understandings and undertakings, whether verbal or written, pertaining to such subject matter. You hereby represent and acknowledge that in entering into this EULA, you did not rely on any representations or warranties other than those expressly set forth in this EULA.

This EULA is governed by and construed in accordance with the laws of the Netherlands. Any dispute, controversy or claim arising out of or in connection with this EULA, or the breach, termination or invalidity thereof, shall be settled by arbitration at the SGOA (the Dutch Foundation for the Settlement of Automation Disputes) in accordance with the rules of the SGOA. The place of arbitration shall be Rijswijk, The Netherlands. The language to be used in the arbitral proceedings shall, unless otherwise agreed, be English.

Should you have any questions concerning this EULA, or if you desire to contact QlikTech for any reason, please write to: QlikTech Netherlands BV, Planetenweg 5, 2132HN Hoofddorp, The Netherlands.

MAINTENANCE TERMS AND CONDITIONS

1 QlikTech's obligations regarding Maintenance

Subject to the payment by the Partner of the Maintenance Fee and compliance by the Partner with its obligations under Section 2 below, QlikTech shall provide Maintenance to the Partner in connection with the QlikTech Products licensed to End Users in accordance with the provisions of these Maintenance Terms and Conditions, as follows:

Second-Line Support services

- 1.1 QlikTech shall provide the Partner with off-site troubleshooting and other technical assistance and support concerning the installation and operation of the then-current Version of the QlikTech Products and the immediately preceding Version thereof, via telephone or e-mail. Telephone support shall be provided via a phone number and e-mail support shall be provided via an e-mail address, all as set forth on QlikTech's official website.
- 1.2 QlikTech shall provide the Partner with Error Corrections for Errors reported to be in the then-current Version of the QlikTech Products and the immediately preceding Version thereof, as such Error Corrections become available.
- 1.3 Support shall be provided during QlikTech's normal office hours as set forth on QlikTech's official website. Reduced support times may be available at QlikTech's discretion on public holidays.
- 1.4 Support shall normally be provided within 24 hours after QlikTech has received a request for support from the Partner.
- 1.5 QlikTech shall have no obligation to provide Second-Line Support in connection with Errors or operational disruptions caused by: (i) the use of the QlikTech Products with software or hardware which has not been approved by QlikTech; or (ii) changes, modifications, or alterations to the QlikTech Products not approved by QlikTech or its authorized representatives; or (iii) use of the QlikTech Products other than in accordance with the Documentation and the Agreement; or (iv) the failure to install Updates issued by QlikTech pursuant to Section 1.7 below; or (v) the negligence of the Partner or its employees and agents or any third party.
- 1.6 QlikTech may elect to provide additional support services at the request of the Partner, for which QlikTech shall charge the Partner, and the Partner agrees to pay, QlikTech's then-current standard consulting fees.

Updates

- 1.7 QlikTech shall provide the Partner with free Updates. Updates shall be delivered in the form of an installation program on CD-ROM, on other digital medium, or via the Internet, together with documentation in printed or electronic form written in English or a language officially supported by QlikTech. The Partner shall be responsible for installation of all Updates.

2 The Partner's obligations

- 2.1 The Partner shall provide all First-Line Support to End Users.
- 2.2 The Partner shall appoint at least one technical contact person (the "Technical Contact"), who shall have completed QlikTech's product training program and who shall maintain a level of familiarity with and knowledge of the operation and use of the QlikTech Products sufficient to provide First-Line Support to End Users. The name and contact information of the Technical Contact(s) will be provided by the Partner, and the Partner will notify QlikTech in writing of any changes in the identity of or contact information for the Technical Contact(s).
- 2.3 During the term of the Agreement the Partner shall: (i) subject to Section 10.2 of Appendix 1, install and use all Updates of the QlikTech Products issued by QlikTech; (ii) ensure that the QlikTech Product(s) is used only in accordance with any documentation or advice from QlikTech; (iii) except as expressly authorized in the Agreement, not alter or modify the QlikTech Products nor permit the QlikTech Products to be combined with any other software to form a combined work; (iv) not request, permit or authorize

anyone other than QlikTech to provide any support services in respect of the QlikTech Products; and (v) cooperate fully with QlikTech's personnel in the diagnosis of any Error or defect in the QlikTech Products.

- 2.4 To the maximum extent practicable, the Partner's contact with QlikTech in connection with the Partner's requests for Second-Line Support shall be through the Technical Contact(s).
- 2.5 Before requesting Second-Line Support pursuant to Section 1 above, the Partner shall first review all relevant Documentation and visit the Partnerweb to review "Frequently Asked Questions" (FAQ). If, after having reviewed the Documentation and FAQs, the Partner needs further assistance, the Partner shall contact QlikTech to request support via either telephone support or e-mail support as set forth in Section 1.1 above.

3 Payment of Maintenance Fees

- 3.1 Maintenance Fees are due and payable annually in advance. Maintenance Fees in respect of Maintenance for the first year following license of each QlikTech Product will be invoiced upon delivery of such QlikTech Products. Thereafter, Maintenance Fees will be invoiced on each anniversary of the license date of the QlikTech Products, unless the Partner specifically terminates such Maintenance Services in accordance with Section 4.2 below. The Partner agrees to pay all Maintenance Fees within thirty (30) days from the date of QlikTech's invoice. If the Partner fails to make any payment when due, then QlikTech may charge the Partner interest in an amount of 1% per month on the unpaid balance from the due date.
- 3.2 All prices and other monetary amounts referred to herein are in the currency set forth in Appendix 4, and all payments hereunder shall be made in that currency.

4 Term and termination of Maintenance

- 4.1 Maintenance (and the Maintenance Fees associated therewith) for the first year following license of each QlikTech Product is mandatory and non-cancelable. Following the expiration of the initial period for Maintenance, the Partner's right to receive Maintenance (and its obligation to pay the Maintenance Fees associated with such Maintenance) shall renew automatically for additional one (1) year periods on each anniversary date of the license date of the QlikTech Products, unless the Partner or QlikTech terminate Maintenance as provided in Section 4.2 or 4.3 below.
 - 4.2 After the first year following license of each QlikTech Product, the Partner may terminate its right to receive Maintenance with respect to that particular QlikTech Product (and its obligation to pay the Maintenance Fees associated with such Maintenance) by providing QlikTech written notice of the Partner's intent not to renew such Maintenance at least sixty (60) days prior to the expiration of the then-current yearly Maintenance period. Any termination of Maintenance by the Partner shall not result in a refund of any portion of the Maintenance Fees paid by the Partner unless such termination is due to a material breach of QlikTech's obligations under this Appendix 3 which is not cured within thirty (30) days of receipt of written notice thereof.
 - 4.3 After the first year following license of each QlikTech Product, QlikTech may terminate its obligation to provide Maintenance (and its right to receive the payment of Maintenance Fees associated with such Maintenance) effective on any anniversary date of the license date of the QlikTech Products upon advance written notice to the Partner. In addition, QlikTech may terminate its obligation to provide Maintenance at any time if the Partner materially breaches the Agreement or any of the terms and conditions of this Appendix 3 and fails to correct the breach within thirty (30) days of receipt of written notice thereof.
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