



EARLY RELEASE SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE PROCEEDING. DO NOT CLICK ON AN **ACCEPT**, **INSTALL** OR **DOWNLOAD** BUTTON, OR OTHERWISE PROCEED WITH DOWNLOADING OR INSTALLING THIS SOFTWARE UNTIL YOU HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT.

CLICKING ON AN **ACCEPT**, **INSTALL** OR **DOWNLOAD** BUTTON, OR OTHERWISE COPYING OR USING THE SOFTWARE, WILL CONSTITUTE A BINDING AND LEGALLY ENFORCEABLE AGREEMENT TO THESE TERMS. YOUR ACCEPTANCE CONSTITUTES A REPRESENTATION AND WARRANTY THAT YOU ARE AUTHORIZED TO ACCEPT THESE TERMS AS A LICENSEE ON YOUR OWN BEHALF AND ON BEHALF OF ANY ENTITY FOR WHICH THE SOFTWARE MAY BE USED ("LICENSEE"). IF YOU DO NOT HAVE SUCH AUTHORITY, DO NOT CLICK ON AN **ACCEPT**, **INSTALL** OR **DOWNLOAD** BUTTON, OR OTHERWISE DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE PROGRAM. IF THE SOFTWARE WAS ALREADY DOWNLOADED OR INSTALLED, AND YOU EITHER DO NOT AGREE TO, OR DO NOT HAVE THE AUTHORITY TO AGREE TO THESE TERMS, THEN PROMPTLY DESTROY ALL INSTALLATIONS/COPIES OF THE SOFTWARE. IF YOU DO NOT DO SO, YOU AND THE PURPORTED LICENSEE WILL BE RESPONSIBLE FOR ALL UNAUTHORIZED ACCESS TO, USE AND/OR REPRODUCTION OF THE SOFTWARE.

NOTICE: THIS EARLY RELEASE SOFTWARE LICENSE AGREEMENT ("AGREEMENT") PERTAINS TO AN EARLY RELEASE VERSION OF SOFTWARE WHICH IS STILL UNDER DEVELOPMENT AND TESTING AND MAY CONTAIN FUNCTIONALITY INTENDED TO LIMIT THE DURATION OF ITS USE, AND FUNCTIONALITY INTENDED TO COLLECT CERTAIN USER METRICS ABOUT THE WAY IT IS BEING USED.

1. INTRODUCTION AND SCOPE

1.1. This Agreement between the Licensee and Qlik, governs any right to download, install, copy, access, or use the version of the Software that is associated with this Agreement and shall supersede any other license terms between the Licensee and Qlik for other Qlik software, products or services. Qlik and Licensee are from time to time referred to herein as a "Party" and collectively as the "Parties." The capitalized terms which are utilized in this Agreement are defined in the Section of this Agreement entitled "General Provisions."

1.2. This early release version of the Software is being provided on a limited basis solely for purposes of testing, obtaining feedback and providing a technical preview. This Software is not intended for production use or other commercial purpose. Any use of the Software pursuant to this Agreement, whether directly or indirectly, shall be solely for the benefit of the Licensee, and shall be only in object code form and otherwise solely in accordance with the terms and conditions of this Agreement, including without limitation any applicable license restrictions.

1.3. Qlik reserves the right at any time and in its sole discretion, to alter prices, characteristics, features, specifications, capabilities, availability, release dates, licensing terms and any other aspects of the Software.

1.4. Qlik is not obligated to provide maintenance and support services for the Software. Licensee may find the user-to-user support forums at www.qlikcommunity.com helpful in addressing any issues. If Qlik provides any support or assistance, it does so solely on a voluntary basis and without any obligation of any kind. Any such support or assistance provided is provide on an AS-IS basis, without any express or implied warranty, and with any resulting liability limited to the maximum extent not prohibited by applicable law. If Qlik distributes any update, fix or patch for the Software, any license terms for that update, fix or patch shall be deemed controlling. Qlik expressly disclaims any obligation or commitment to correct errors or discrepancies, or to continue to develop, distribute or support this Software or any future releases of this Software.

1.5. The installation of this Software will make registry entries and install system files necessary to operate the Software. Uninstalling the Software may not remove all of the installed files or registry entries. As with all software installations, it is recommended that a backup of the hard drive be made before installing this Software.

1.6. The Software may contain functionality intended to enforce the license restrictions for the Software. This functionality can limit the use of the Software, including without limitation, the manner and duration of use. Any attempt by Licensee to interfere or remove the restrictions is not permitted and will result in the immediate termination of this Agreement.

1.7. This Software may also contain functionality intended to collect certain information regarding use of the Software. This may include, by way of example and not limitation, information relating to size and number of databases and document objects, session information (e.g., number, duration, error messages, types/number of users and applications used), browser information and server configurations. Reference should be made to the Documentation accompanying the Software for further information. Underlying business data with which the Software is being used will not be collected by the Software without the Licensee's express consent. During the downloading process Licensee may also be required to provide information identifying the Licensee to allow Qlik to verify the



Licensee downloading the Software and the contact information for that Licensee, during the Software downloading process or during Licensee's use of the Software. The collection and use of this information by Qlik is for the purpose of improving Qlik's Software and the customer experience with the Software, and will be governed by Qlik's Privacy Policy, which is available at www.qlik.com/info/privacy.

2. GRANT OF LICENSE

2.1. License Grant. Provided that Licensee has lawfully obtained the Software and subject to Licensee's compliance with the terms and conditions of this Agreement, Qlik hereby grants to Licensee a limited, non-exclusive, personal, non-sublicensable, non-transferable license to use: (i) the most current version of the Software made available by Qlik and the associated Documentation, (ii) solely on computers owned or controlled by Licensee, and iii) solely for internal non-production, evaluation purposes only.

2.2 License Restrictions. Except as otherwise expressly permitted in this Agreement, Licensee will not, directly or indirectly through others, including, without limitation, its employees, affiliates, customers, contractors or other third parties:

- i) use, store, maintain, distribute, propagate, convey, lend, share, sell, transfer, market, sublicense, dispose of or rent any component of the Software or Qlik Materials independent of the licensed use of the Software or in any manner not permitted by this License;
- ii) except to the extent expressly authorized by the laws governing this Agreement, copy, reverse assemble, reverse compile, decompile, disassemble or reverse engineer) or attempt to extract or otherwise derive the source code or any other ideas, algorithms or procedure from or for any of the Software or Qlik Materials, or modify, adapt, create derivative works, translate or port any of the Software or Qlik Materials or combine or merge any part of the Software or Qlik Materials with or into any other software or documentation;
- iii) offer, use, demonstrate, sublicense or otherwise exploit any of the Software as a product or service to or for any third party, including without limitation providing training for a third party or using the Software to provide a hosting service bureau, commercial time-sharing, rental, or software as a service (SaaS) function;
- iv) permit the use, reproduction or transfer of any Software or Qlik Materials for any purpose not authorized by this Agreement. If a serial number, password, license key or other security device is provided to the Licensee for use with the Software, Licensee may not share or transfer such security device with or to any other user of the Software or any other third party. Any use of the Software by any third party, except as provided in this Agreement, is strictly forbidden and is a breach of this Agreement;
- v) reproduce the Software or Qlik Materials without Qlik's copyright, trademark and other proprietary notices;
- vi) make the Software or Qlik Materials accessible through computers not controlled by Licensee (except to the extent expressly authorized by the Agreement), or otherwise make the Software available for use without maintaining adequate technical and procedural access controls and system security that is required for conforming the use of the Software to this Agreement and for providing confidentiality, appropriate authentication and otherwise protect Qlik's Intellectual Property Rights.

2.3 Without limiting any of the foregoing, Licensee shall maintain an up-to-date written record of the number of copies of the Software in its possession or control, indicating in reasonable detail the location of such copies, and upon its request shall provide such record to Qlik. Licensee shall ensure that the necessary precautions are taken to safeguard the Software and Qlik Materials to prevent its reproduction, distribution or misuse. Licensee will remain responsible and directly liable to Qlik for any and all violations of the terms contained in this Agreement and in the Documentation by any User of the Software which they have authorized or allowed to use the Software.

2.4 Retention of Rights. The Software and Qlik Materials are licensed, not sold. Qlik and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Software and Qlik Materials, and all Intellectual Property Rights in, to and otherwise associated with the Software and Qlik Materials. Licensee does not acquire any right or interest in or to the Software, Documentation, or any associated Intellectual Property Rights, except as expressly granted to Licensee by this Agreement. All rights and interest (including title) not expressly granted to Licensee in this Agreement are hereby reserved. Licensee shall not use, register or attempt to register, any marks, trade names, logos or domain names, that in any manner, may cause confusion with the Qlik trademarks: Qlik®, QlikTech®, QlikView®, Qlik Sense®, Sense® and the Qlik logo. Licensee will not register, nor attempt to register, any patent or copyright that, in whole or in part, incorporates any Qlik technology or Intellectual Property Right.

3. Licensee Obligations

3.1. Licensee agrees to provide timely feedback with respect to the Software, which may include without limitation, bug reports, evaluations, reviews, analysis, benchmarking or critiques of, or suggestions for modifications or improvements to and/or new



applications, features functionality for; whether made in written communications, conferences and/or other communications or interactions with Qlik representatives ("Feedback"). Feedback shall be considered to be Qlik Confidential Information with all ownership interests and all corresponding Intellectual Property Rights for the Feedback vesting in and becoming the property of Qlik. By virtue of offering such Feedback, the Licensee and user providing such Feedback agree to and do hereby assign to Qlik all of such ownership interests in and all corresponding intellectual property rights for the Feedback for Qlik to use in its sole discretion.

3.2 At the request and expense of Qlik, Licensee shall take all necessary actions to enable Qlik or its nominee to secure ownership of the Feedback and worldwide Intellectual Property Rights corresponding to the Feedback. Qlik, however, assumes no liability or obligation to the Licensee with respect to such Feedback, financially or otherwise, including without limitation, any obligation to act upon or implement such Feedback. Licensee hereby warrants that it is not relying on its knowledge or use of the Software with respect to any current or future decision by Licensee to license, purchase or otherwise use or obtain additional or new products and services from Qlik.

3.3 Licensee shall maintain in strict confidence any Qlik Confidential Information, including, without limitation, the Feedback, the existence of the Software or any functionality, features, components, issues or defects contained therein, and agrees not to disclose or use such Confidential Information to anyone or for any purpose other than as required for testing and providing Feedback as set forth herein, without Qlik's prior written consent. By way of example and not limitation, Licensee is prohibited from discussing such Confidential Information with any third party including via social media or online discussion boards, including but not limited to Qlik Community.

4. Disclaimer of all Warranties

4.1. **LICENSEE IS ADVISED TO SAFEGUARD ITS IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE PERFORMANCE OF THE SOFTWARE/DOCUMENTATION. LICENSEE ASSUMES ALL RISK ASSOCIATED WITH QUALITY, PERFORMANCE, INSTALLATION AND USE OF THE SOFTWARE AND ACKNOWLEDGES AND AGREES THAT QLIK SHALL HAVE NO OBLIGATION OR LIABILITY TO LICENSEE OR ANY THIRD PARTY IN CONNECTION WITH ANY DATA LOSS, SOFTWARE ERRORS, OR ACCESS TO THIRD PARTY APPLICATIONS, SERVICES, OR DATA SOURCES.**

4.2 **EXCEPT TO THE EXTENT THAT ANY WARRANTIES APPLY TO THIS AGREEMENT THAT CANNOT BE DISCLAIMED OR EXCLUDED BY APPLICABLE LAW, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS", AND QLIK AND ITS AFFILIATES AND SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED (BY STATUTE, COMMON LAW OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, PERFORMANCE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF QLIK HAS BEEN INFORMED OF SUCH PURPOSE, AS WELL AS ANY REPRESENTATIONS, EXPRESS OR IMPLIED WARRANTIES OR OTHER TERMS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE QLIK MATERIALS OR SERVICES, INCLUDING, WITHOUT LIMITATION, THEIR FEATURES, CAPABILITIES, COMPATIBILITY, OR FUNCTIONALITY OR ANY THIRD PARTY MATERIALS IN ANY PUBLICATION OR COMMUNICATION WITH LICENSEE ARE FOR INFORMATION PURPOSES ONLY AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION OR CONDITION. QLIK MAKES NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.**

5. Limitation of Liabilities

5.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM CUMULATIVE LIABILITY FOR QLIK, ITS AFFILIATES, AND THEIR LICENSORS, CONTRACTORS AND SUPPLIERS, FOR ANY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED ONE THOUSAND US DOLLARS (USD \$1,000.00)

5.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL QLIK, ITS AFFILIATES, AND THEIR LICENSORS, CONTRACTORS AND SUPPLIERS, BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS, GOODWILL, REPUTATION OR DATA, INACCURACY OF ANY DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

5.3. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SET FORTH ABOVE. ACCORDINGLY, SOME OF THE LIMITATIONS MAY NOT APPLY TO LICENSEE. HOWEVER, TO THE EXTENT THAT QLIK MAY NOT, AS A MATTER OF LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF QLIK'S LIABILITY SHALL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.



5.4. **No Third Party Beneficiaries.** The obligations of Qlik under this Agreement run only to Licensee and not to any other entities or individuals. Under no circumstances shall any other person or entity be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement even they are or have been provided access to the Qlik Materials pursuant to this Agreement. No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is Qlik responsible for any third party claims against Licensee.

6. Access to Third Party Sites

6.1 Licensee acknowledges that use of the Software to access web-based applications or services may be governed by third party terms and conditions. Licensee agrees it is solely responsible to comply with such third party terms and that Qlik shall have no liability for any claims relating to third party applications, services or data sources. Qlik may terminate this license upon written notice to the extent necessary to comply with any third party restrictions. Licensee further acknowledges that Qlik has no control over any third party application programming interface ("API") or any third party data which may be used in conjunction with the Software. Qlik shall have no liability for the Software, if any third party APIs are changed or discontinued by the respective third parties. Licensee shall promptly apply any updates to the Software, if made available.

7. Termination

7.1 This Agreement shall automatically terminate, without any written notice when (i) Qlik makes available a new version of the Software, which the User fails to install, (ii) Qlik releases a generally available or commercial version of the Software, (iii) upon notice at any time by Qlik, (iv) Licensee's breach of any of the terms of this Agreement, or (v) upon the expiration of any period or other terms of use associated with the Software grant.

7.2 This Agreement is effective until expiration or termination. Qlik or Licensee may terminate this Agreement at any time for its convenience upon written notice to the other.

7.3 Upon expiration or termination, the Licensee agrees to promptly uninstall, destroy or return to Qlik all copies of the Software and Documentation, and if requested, to certify in writing that all known copies, including backup copies, have been uninstalled, destroyed or returned to Qlik. All provisions relating to confidentiality, Qlik's ownership and proprietary rights, limitations of liability, disclaimers of warranties, waiver, obligation to provide Feedback, governing law and arbitration shall survive the expiration or termination of this Agreement.

8 General

8.1 Definitions:

8.1.1 **"Documentation"** means the then-current documentation published and made generally available by Qlik for the Software in the form of manuals and function descriptions in printed or electronic form, as the same may be modified by Qlik from time to time. THE TERMS CONTAINED IN THE DOCUMENTATION ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE AND LICENSEE AGREES TO BE BOUND BY THE TERMS THEREOF. THE COMPLETE DOCUMENTATION IS AVAILABLE UPON THE REQUEST OF LICENSEE AT ANY TIME OR UPON SOFTWARE DOWNLOAD.

8.1.2 **"Intellectual Property Rights"** means all rights, title and interest in and to all intellectual property, including without limitation, any and all patents, design rights, copyrights, trademarks, service marks, trade names, trade dress, domain names rights, mask work rights, sui generis rights, moral rights, neighboring and other related rights, rights in know-how, confidential information and other trade secret rights, and all other rights associated with the authorship and/or the creation of artistic, intellectual or industrial property; and all forms of protection of a similar nature anywhere in the world and of every kind and nature however designated; whether arising by operation of law, treaty, contract, or license; whether tangible or intangible; whether or not registered, deposited or published; and including without limitation, (i) all registrations, issuances, reissuances, amendments, extensions, continuations, divisions, licenses, and/or other counterparts thereof, whether in whole or in part, as well as all applications and the right to submit applications for any of the foregoing, and (ii) all legal rights arising from the use of the foregoing, such as (by way of example and not limitation) the right to license or otherwise authorize the transfer to and/or use of the foregoing by any other party and/or to assert a claim, cause of action, or other right arising out of or relating to any actual or threatened infringement by any person relating to the foregoing and recover damages, costs

8.1.3 **"Qlik"** means QlikTech International Markets A.B.

8.1.4 **"Qlik Confidential Information"** means confidential or proprietary information which relates to Software, trade secrets, source code for the Software, the Documentation, services, deliverables, training materials, technology, research, development, programs,



pricing, product plans, marketing plans, roadmaps, business information, proprietary materials visual expressions, screen formats, report formats, design features, ideas, methods, algorithms, formulae, and concepts used in the design and all future modifications and enhancements.

8.1.5 **"Qlik Materials"** means the Software and all whole or partial copies and components thereof, including by way of example and not limitation all (i) human or machine readable instructions and code; (ii) files, libraries, modules, menus, algorithms, tools, processes, procedures, calls, routines, metadata, macros, templates, scripts, commands, syntax and other technology or components of the Software; (iii) the user interface of the Software and all audio-visual content (such as displays, images, shading, colors, organization, associations, structure, positioning, text, look and feel, recordings, or pictures) associated therewith; (iv) Qlik's Confidential Information; (v) other Qlik materials (such as license keys, license enabler files, packaging, training materials, and Documentation) which may be delivered with the Software or provided to Licensee in association with this Agreement; and (vi) Qlik's Intellectual Property Rights. Qlik Materials expressly excludes Third Party Materials.

8.1.6 **"Software"** means the early release, beta, or technical preview version of the Qlik software provided or made available to Licensee in association with this Agreement, solely in object code format and excludes any generally available or commercial versions of Qlik software.

8.1.7 **"User"** means any individual or entity Using the Software, provided that the only Users that may be authorized by the Licensee to Use the Software pursuant to this Agreement are the employees of the Licensee, and provided that, Licensee shall not authorize any Use or any User which is not allowed by the terms of this Agreement, including without limitation, any license restrictions.

8.2 **Assignment.** Licensee shall have no right to transfer or assign, in whole or in part, this Agreement, the license(s) granted herein, or any of its other rights and obligations under this Agreement. For purposes of this Section, any change of control of Licensee, whether by merger, sale of equity interests, or otherwise, will constitute an assignment. Any attempt by Licensee to assign this Agreement, the license(s) granted herein, or any of its other rights and obligations hereunder in violation of this Section will be null and void, and will constitute a material breach of this Agreement. Qlik is free to assign or transfer any or all of its rights or obligations under this Agreement at its discretion. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of Qlik and Licensee.

8.3 **Third Party Materials.** The Software may include certain third party software, data, or other materials which are separately licensed by their respective owners ("Third Party Materials"). Any licenses or restrictions contained in this Agreement do not alter any rights or obligations Licensee may have under the terms associated with the Third Party Materials. Such terms and information relating to the Third Party Materials may be found in such Third Party Materials, within the Documentation or at www.qlik.com/license-terms. The information supplied at these locations is for Licensee's information only, and Licensee will be solely responsible for obtaining and complying with any licenses, obligations, attribution, restrictions and disclaimers that may be necessary to use the Third Party Materials. ANY USE OF THE THIRD PARTY MATERIALS ARE SUBJECT TO SUCH THIRD PARTY LICENSE TERMS, WHICH ARE INCORPORATED IN THIS LICENSE AGREEMENT BY REFERENCE AND SHALL BE APPLICABLE SOLELY WITH RESPECT TO THE THIRD PARTY MATERIALS WITH WHICH THEY ARE ASSOCIATED. QLIK MAKES NO REPRESENTATION, WARRANTY OR OTHER COMMITMENT REGARDING SUCH THIRD PARTY MATERIALS. QLIK HEREBY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL LIABILITY WITH RESPECT TO LICENSEE'S REPRODUCTION AND/OR USE OF ANY THIRD PARTY MATERIALS.

8.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the use of the Software, and supersedes all previous agreements, representations, warranties, statements, negotiations, understandings and undertakings, whether verbal or written, pertaining to such subject matter. The Licensee hereby represents and acknowledges that in entering into this Agreement, it did not rely on any representations or warranties other than those expressly set forth in this Agreement.

8.5 **Compliance with Laws.** Licensee agrees at all times to comply with applicable laws and regulations in its performance of this Agreement, including without limitation the export control laws, as they may be amended from time to time.

8.6 **Governing Law and Jurisdiction.** The English version of this Agreement will be the version used when interpreting or construing these terms and conditions. Language translations of the Agreement, if any, are provided for convenience only. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which are expressly excluded. This Agreement will be governed by and construed in accordance with the substantive laws in force in Sweden. Any dispute arising out of or in connection with the agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by Arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce in Stockholm. Where the amount in dispute clearly does not exceed EUR 100,000, the Stockholm Chamber of Commerce (SCC) Institute's Rules 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 Rules of the SCC Institute shall apply and the arbitral



tribunal shall be composed of three arbitrators. The language to be used in the arbitral proceedings shall, unless otherwise agreed, be English. Qlik reserves the right to enforce any judgment or award which is obtained in any jurisdiction appropriate for such enforcement.

8.7 Notwithstanding any provision in this Agreement, Qlik or Licensee may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies. In addition and without affecting any other rights or remedies that Qlik may have, the Licensee acknowledges that Qlik may be irreparably harmed by any breach of the terms of this Agreement including but not limited to breach of obligations with respect to Qlik Confidential Information or violation of any of Qlik's Intellectual Property Rights and that damages alone may not necessarily be an adequate remedy. Accordingly, the Licensee hereby acknowledges, that except as provided in this Agreement, without proof of actual damages that injunctive relief, specific performance or other equitable relief in favor of the Licensee is an appropriate and necessary remedy for breach of the terms of this Agreement.

8.8 Records. Without limiting any of the foregoing, Licensee shall maintain an up-to-date written record of the number of copies and location of the Software in its possession or control, and upon request, shall provide such record to Qlik. Licensee shall ensure that the necessary precautions are taken to safeguard the Software to prevent its reproduction, distribution or misuse.

8.9 Notices. All notices or other communications to Qlik shall be addressed to: QlikTech International Markets AB, Scheelevägen 24-26; SE-223 63 Lund, Sweden; Attention: Legal Department, with a copy to General Counsel, Qlik, 150 N. Radnor-Chester Rd., Suite E120, Radnor, PA 19087.

8.10 Limitation to bring Action. No action, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action arose.

8.11 Severability/Waiver. If any provision of this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. Any term which refers to a legal concept or process which exists in one jurisdiction shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply or to the laws of which a Party may be or become subject. No term of this Agreement shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same.