



SAAS ADDENDUM

This SaaS Addendum ("SaaS Addendum") amends the Agreement and applies to Customer's use of Qlik Cloud. Any additional Qlik Cloud offering purchased by Customer shall also be governed by the Agreement and this SaaS Addendum. To the extent of any conflict between the Agreement and this SaaS Addendum with respect to Qlik Cloud, this SaaS Addendum shall control.

1. Definitions

1.1 "Authorized Third Party" means any third party authorized by Customer to access and use Qlik Cloud, designated for external use in the Documentation or Order Form, provided such use is solely in connection with Customer's business relationship with the authorized third party.

1.2 "Authorized User" for the purposes of this SaaS Addendum means an employee, contractor, consultant or Authorized Third Party of the Customer, who has been authorized by Customer to use the Qlik Products in accordance with the terms and conditions of this SaaS Addendum, and has been allocated a license or user credentials for which the applicable fees have been paid. An email alias or group address book may not be designated as an Authorized User.

1.3 "Content" means information, data, media or other content provided by Customer or any Authorized User for use with Qlik Cloud.

1.4 "Export Control Laws" means export controls, trade sanctions and other trade control laws and regulations of the U.S., E.U., and other governments, as well as regulations and sanctions administered 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, including all end user, end-use and destination restrictions.

1.5 "Qlik Acceptable Use Policy" means Qlik's then-current Qlik Cloud Acceptable Use Policy located at www.qlik.com.

1.6 "Qlik Cloud" means any subscription-based, SaaS solution provided and managed by Qlik or its affiliates under this SaaS Addendum.

1.7 "Qlik Cloud Client" means a software client that must be downloaded and installed to use Qlik Cloud.

2. Access and Restrictions

2.1 Access. Subject to the terms of the Agreement and this SaaS Addendum, Qlik grants to Customer a world-wide, non-exclusive, non-transferable, and non-sublicensable right during the Qlik Cloud Subscription Term for Customer and its Authorized Users to use Qlik Cloud for Customer's internal business operations provided any such use shall be: (i) in accordance with the Documentation, the Agreement and this SaaS Addendum; (ii) for the authorized scope, term and quantities which may be specified in an Order Form; and (iii) all times compliant with the Agreement, this SaaS Addendum and applicable laws, including any Export Control Laws.

2.2 Restrictions. Customer is responsible for ensuring Authorized Users' compliance with the Agreement, this SaaS Addendum and the Qlik Acceptable Use Policy. Customer shall not directly or indirectly: (i) make Qlik Cloud available to anyone other than Customer or its Authorized Users; (ii) offer, use, or otherwise exploit Qlik Cloud, whether or not for a fee, in any managed service provider (MSP) offering; platform as a service or integration platform as a service (PaaS or iPaaS) offering; service bureau; or other similar product or offering; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, or any software, documentation or data related to Qlik Cloud; (iv) modify or make derivative works based upon Qlik Cloud; (v) copy or create Internet "links" to Qlik Cloud or "frame" or mirror any of Qlik Cloud; (vi) permit direct or indirect access to or use of any Qlik Cloud or Content in a way that circumvents any usage limit; (vii) use Qlik Cloud if Customer is a competitor of Qlik; (viii) access Qlik Cloud in order to build a competitive product or service, or build a product using similar features, functions or graphics of Qlik Cloud; or (ix) use a Qlik Cloud Client for any purpose other than to access or use Qlik Cloud in accordance with the Agreement and this SaaS Addendum.

2.3 Support. Support for Qlik Cloud shall be provided in accordance with the terms and conditions of Qlik's Service Level Agreement available at <https://www.qlik.com/us/legal/product-terms>, as the same may be updated by Qlik from time to time.

3. Customer Responsibilities

3.1 Compliance. Customer is solely and directly responsible (a) for maintaining the security of all user IDs, passwords and other credentials, (b) for all acts and omissions taken by its Authorized Users or under any of its credentials; (c) compliance with applicable laws, including Export Control Laws; and (d) to promptly notify Qlik of any unauthorized use or access and take all steps necessary to terminate such unauthorized use or access. Customer will provide Qlik with such cooperation and assistance related to any unauthorized use or access as Qlik may reasonably request. Customer shall be directly responsible for any violations of any of the foregoing by any party that it allows to access Qlik Cloud, including Authorized Users. Customer is solely responsible for compliance relating to the manner and purpose in which it chooses to use Qlik Cloud, including but not limited to, the transfer and processing of Content, the provision of Content to end users, and any industry specific requirements to which Customer may be subject.

3.2 Export Control. Customer may not use Qlik Cloud to transmit or host data controlled for export under Export Control Laws without prior written consent from Qlik. Customer represents and warrants that it shall not use, resell, export, distribute, transfer or allow access to Qlik Cloud or any related technical data, directly or indirectly, to or for the benefit of any persons (including persons designated as Specially Designated Nationals or under similar designations), entities, governments, or destinations, or for any end use prohibited by the Export Control Laws. Further, Qlik Cloud is provided subject to the laws and regulations of the United States and other countries on trade restrictions that may prohibit or restrict access by certain persons or from certain countries or territories, including but not limited to sanctions, embargoes and export restraints.

3.3 Content. Customer acknowledges and agrees that it has sole responsibility: (i) to administer user access to Qlik Cloud and the Content, (ii) for the input and administration of Content in Qlik Cloud, including deletion of Content, (iii) to ensure it has all rights necessary to use, transmit and display Content and for Qlik to host, store, adapt or integrate such Content as required to provide Qlik Cloud, (iv) for compliance relating to how it chooses to use Qlik Cloud, including but not limited to, the transfer and processing of Content, the provision of Content to end users, and any industry specific requirements to which Customer may be subject, (v) for maintaining Content on the systems from which they are sourced and making backup copies of Content. Customer hereby represents and warrants on behalf of itself and its Authorized Users that it has all of the rights in the Content necessary for the use, display, publishing, sharing and distribution of the Content and that such use of the Content under this SaaS Addendum does not violate any third-party rights, laws or this SaaS Addendum. Qlik is not responsible for the accuracy, completeness, appropriateness, copyright compliance or legality of any Content.

3.4 Authorized Access. If Customer chooses to have an Authorized User access Qlik Cloud on its behalf Customer acknowledges that Customer, and not Qlik, is solely responsible and liable for (i) the acts and omissions of such Authorized User in connection with Qlik Cloud; (ii) any Content that Customer requests or instructs the Authorized User to include in Qlik Cloud; and (iii) the issuance, removal and/or deactivation of the credentials issued for such Authorized User.

4. Security and Privacy

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

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

5. Term and Termination

5.1 Term. Customer's and its Authorized Users' access to Qlik Cloud shall remain in effect, unless earlier terminated, for the Qlik Cloud subscription term set forth in an Order Form ("Qlik Cloud Subscription Term"). Subscriptions may not be cancelled in whole or in part during any Qlik Cloud Subscription Term. The Qlik Cloud Subscription Term shall automatically renew for renewal terms of the same duration at Qlik's then-prevailing rates for the applicable Qlik Cloud offering, unless and until Customer or Qlik elects to non-renew the Qlik Cloud Subscription Term by providing written notice to the other Party at least 45 days prior to the end of the then-current Qlik Cloud Subscription Term.

5.2 Suspension. Qlik may, without limiting its other rights and remedies, suspend Customer's access to Qlik Cloud at any time if: (i) required by applicable law, including Export Control Laws, (ii) Customer or any Authorized User is in violation of the terms of the Agreement, this SaaS Addendum or the Qlik Cloud Acceptable Use Policy, or (iii) Customer's use disrupts the integrity or operation of Qlik Cloud or interferes with the use by others. Qlik will use reasonable efforts to notify Customer prior to any suspension, unless prohibited by applicable law or court order.

5.3 Effect of Termination. Upon any termination or expiration of the Qlik Cloud Subscription Term, Customer and its Authorized Users' right to access and use Qlik Cloud shall automatically cease. Termination or expiration of a Qlik Cloud Subscription Term may result in the deletion of Customer's Content therein. No refunds or credits of any prepaid fees shall be granted in the event of any termination or expiration.

6. Intellectual Property Rights; Warranty

6.1 Ownership. Customer retains all right, title and interest in and to its Content. Qlik (and its licensors, as applicable) shall own all right, title and interest, including all related intellectual property rights, in and to Qlik Cloud (or any underlying technology or content within Qlik Cloud).

6.2 Warranty and Disclaimer.

- 6.2.1 During the Qlik Cloud Subscription Term, Qlik warrants that Qlik Cloud will perform substantially in accordance with the applicable Documentation when used as authorized under this SaaS Addendum. This warranty will not apply (i) unless 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, or (ii) the event giving rise to the warranty claim was caused by misuse, unauthorized modifications, or third-party hardware, software or services. 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 Qlik Cloud or (ii) terminate the affected portion of Qlik Cloud 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 dollars (USD \$1,000).
- 6.2.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, QLIK CLOUD IS 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) QLIK CLOUD WILL BE UNINTERRUPTED OR ERROR FREE, (II) QLIK CLOUD IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (III) THE RESULTS OF USING QLIK CLOUD WILL MEET CUSTOMER'S OR AUTHORIZED USERS' REQUIREMENTS. FURTHER, ANY PREDICTIVE SERVICES INCLUDED IN QLIK CLOUD ARE BASED ON CUSTOMER'S CONTENT AND INPUT INTO QLIK CLOUD AND SUCH SERVICES ARE NOT A GUARANTEE OF RESULTS OR FUTURE PERFORMANCE.

7. General

7.1 Early Release. Qlik may, in its discretion, periodically provide certain Customers with an opportunity to test additional features or functionality in connection with Qlik Cloud. 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. Customer acknowledges that such features or functionality are not considered part of Qlik Cloud, are not supported, are provided "as is" with no warranties of any kind, and may be subject to additional terms. 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.

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

7.3 Verification and Compliance. While this SaaS Addendum is in effect and for one (1) year after the effective date of its termination, upon request by Qlik but not more than once per calendar year, Customer shall conduct a self-audit of its use of the Qlik Cloud 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 SaaS Addendum. Customer acknowledges that Qlik may monitor use of Qlik Cloud in order to verify Customer's compliance with this SaaS Addendum. If Qlik becomes aware of any excess usage or violations of allocation restrictions, then Qlik may: (a) require Customer to pay for the excess usage at prevailing rates for Qlik Cloud; (b) suspend or terminate Customer's access to Qlik Cloud; or (c) exercise any other remedy that may be available to Qlik. Upon Qlik's written request, With prior reasonable notice, Qlik may audit Customer's compliance with the Agreement and SaaS Addendum and/or use of Qlik Cloud. If such audit discloses that Customer has accessed or permitted access to Qlik Cloud in a manner that is not permitted under the Agreement or this SaaS Addendum, then Qlik may terminate Customer's use of Qlik Cloud, and Customer shall be liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Qlik may be entitled to under the Agreement, this SaaS Addendum and applicable law.