

USER LICENSE AGREEMENT

1. INTRODUCTION

PERMISSION TO DOWNLOAD, INSTALL AND USE THE SOFTWARE IS CONDITIONAL UPON YOU, THE USER OF THE SOFTWARE ("USER"), AGREEING TO THIS USER LICENSE AGREEMENT ("ULA") WHICH IS BETWEEN THE QLIKTECH ENTITY THAT ISSUED THE LICENSE KEY AS IDENTIFIED IN TABLE 1 TO THIS ULA ("QLIKTECH") AND USER. THIS ULA SHALL GOVERN USER'S USE OF THE QLIKVIEW SOFTWARE AND DOCUMENTATION. USER SHALL BE REQUIRED TO AGREE TO THE ULA APPLICABLE TO EACH UPDATE TO THE SOFTWARE THAT USER DOWNLOADS. CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN ARE DEFINED IN SECTION 10.1.

INSTALLATION OR USE OF THE SOFTWARE BY USER WILL BE DEEMED ACCEPTANCE OF THIS ULA. IF USER DOES NOT ACCEPT THE TERMS OF THIS ULA, OR HAVE THE AUTHORITY TO ENTER INTO THIS ULA, USER MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF YOU ARE INSTALLING AND USING THIS SOFTWARE ON BEHALF

OF AN USER WHICH IS A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT AND WARRANT TO QLIKTECH THAT YOU ARE AUTHORIZED TO ENTER INTO THIS ULA AND ACCEPT THESE TERMS ON BEHALF OF USER. ACCEPTANCE WILL BIND USER TO THESE LICENSE TERMS IN A LEGALLY ENFORCEABLE CONTRACT WITH QLIKTECH AND USER AGREES THAT THIS ULA SHALL BE AS ENFORCEABLE AS A SIGNED WRITTEN AGREEMENT.

NOTE: THE INSTALLATION OF THIS SOFTWARE WILL INSTALL FILES NECESSARY TO OPERATE THE SOFTWARE ONTO USER'S 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 USER BACK UP ITS HARD DRIVE BEFORE INSTALLING THIS PROGRAM.

INDIVIDUAL SOFTWARE COMPONENTS, EACH OF WHICH HAS ITS OWN COPYRIGHT AND ITS OWN APPLICABLE LICENSE CONDITIONS ("OPEN SOURCE") MAY BE DISTRIBUTED, EMBEDDED, OR BUNDLED WITH THE SOFTWARE. SUCH OPEN SOURCE SOFTWARE IS SEPARATELY LICENSED BY ITS COPYRIGHT HOLDER. USE OF THE OPEN SOURCE SOFTWARE MUST BE IN ACCORDANCE WITH ITS LICENSE TERMS AVAILABLE AT WWW.QLIKVIEW.COM. QLIKTECH MAKES NO REPRESENTATION, WARRANTY OR OTHER COMMITMENT OF ANY KIND REGARDING SUCH OPEN SOURCE SOFTWARE. QLIKTECH OFFERS NO SUPPORT FOR SUCH OPEN SOURCE SOFTWARE AND SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, HAVE NO LIABILITY ASSOCIATED WITH ITS USE.

2. Grant of License

2.1. License Grant. Subject to the terms and conditions of this ULA and the payment of all applicable license fees, QlikTech grants User a perpetual (but subject to termination as provided in Sections 4.2.1, 4.4.2, 6.4 and 7 below), limited, non-exclusive, non-transferable license: (i) to use the Software and the Documentation licensed solely for the internal business operations of User, as applicable in accordance with this ULA and the Documentation; and (ii) to provide access to and use of the Software to its Permitted Affiliates and Authorized Contractors in accordance with Section 2.2. User shall maintain an up-to-date written record of the number of copies of the Software in its possession and their location, and, upon request, shall produce such record to QlikTech. User shall ensure that all reasonable precautions are taken to safeguard the Software and the Documentation to prevent its misuse.

2.1.1 If User purchases a license to the "QlikView® Extranet Server" Software, User may permit Authorized Third Parties to View the output of the QlikView® Extranet Server, on a remote basis, solely for the purpose of viewing: (i) information developed by or for User; or (ii) information generated by User on behalf of the Authorized Third Party based on information supplied to User by such Authorized Third Party. Authorized Third Parties shall not be permitted to create, upload, modify any of the information which they are permitted to View and shall not be granted any rights or licenses in or to the Software in connection therewith.

2.1.2 If User purchases a license to a QlikView® Server, User may only install QlikView® Server in the territory identified in subpart (iv) of Table 1 corresponding to the QlikTech entity contracting party under this ULA.

2.2. Permitted Affiliates, Authorized Third Parties and Authorized Contractors. In connection with the use of the Software by a Permitted Affiliate, Authorized Third Party and/or Authorized Contractor, User hereby agrees to: (i)

make each such Permitted Affiliate and/or Authorized Contractor aware of the terms of this ULA and the Documentation, including, without limitation, the use limitations contained in Sections 2.1 and 2.3; (ii) monitor each such Permitted Affiliate's, Authorized Third Party's and/or Authorized Contractor's compliance with the terms contained in this ULA and the Documentation; (iii) remain responsible and liable to QlikTech for any and all violations of the terms contained in this ULA and in the Documentation by any Permitted Affiliate, Authorized Third Party or Authorized Contractor; and (iv) ensure that each Permitted Affiliate, Authorized Third Party or Authorized Contractor agrees to a disclaimer of any liability or responsibility for QlikTech and its suppliers and licensors with respect to their respective use of the Software and Documentation. Upon request by QlikTech, User agrees to confirm the Affiliate status of a particular entity.

2.3. License Restrictions. Except to the extent required by local copyright or other laws whose application is incapable of exclusion by agreement, User, its Permitted Affiliates, Authorized Third Parties and/or Authorized Contractors shall not: (i) use, copy, maintain, distribute, sell, market, sublicense, rent, make corrections to, modify, or create derivative works based on the Software; (ii) reverse assemble, reverse compile, reverse engineer or otherwise translate the Software; (iii) modify, adapt, translate based upon the Software or the Documentation or combine or merge any part of the Software or the Documentation with or into any other software or documentation; (iv) offer, use or sublicense or otherwise commercially exploit the Software as a revenue-generating product or service for the benefit of a third party or in a service bureau, commercial time-sharing, rental, software as a service (SaaS), or outsourcing context except where previously agreed in writing by QlikTech; or (v) provide the Software or the Documentation to any entity or person other than a Permitted Affiliate, Authorized Third Party or an Authorized Contractor. If a serial number, password, license key or other security device is provided to User for use with the Software, User may not, and will not permit its authorized users to, share or transfer such security device with or to any other user of the Software or any other third party.

2.4. Retention of Rights. QlikTech 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 the Documentation, and all of QlikTech's and its Affiliates', or their respective suppliers' or licensors', patents, trademarks (registered or unregistered), trade names, copyrights, trade secrets and QlikTech Confidential Information. User does not acquire any right, title or interest in or to the Software or the Documentation except as expressly set forth herein. User will not register, nor attempt to register any patent or copyright which, in whole or in part, incorporates any QlikTech intellectual property without the prior written consent of QlikTech. In the event that User makes suggestions, improvements or modifications to QlikTech regarding new features, functionality or performance that QlikTech adopts for the Software, such new features, functionality or performance shall be deemed to be automatically assigned under this ULA to, and shall become the sole and exclusive property of, QlikTech.

2.5. License Back. As between the parties, User or any of its Permitted Affiliates, as applicable, will be the sole and exclusive owner of all right, title and interest in and to any QlikView® Applications created, conceived, developed, made, reduced to practice, or invented by or on behalf of them during the term of this ULA; provided, however, that such ownership is and shall continue to be subject to QlikTech's underlying ownership interest in and to all of the Software and QlikTech Confidential Information from which any such QlikView® Application is derived. For clarity, User does not receive under this ULA either any license or other right to use any of QlikTech's proprietary trademarks, including without limitation, the QlikView® trademark, and all such rights are hereby reserved by QlikTech, or any ownership rights in or to any QlikView® Applications developed or otherwise created by or for QlikTech in connection with its performance of any professional services on User's behalf. If, at any time during or after the term of this ULA, User or any of its Affiliates decides to file any patent application based on or claiming any of the technology, inventions and/or processes used in any such QlikView® Application (including, without limitation, any enhancements, modifications or improvements made thereto during or after the term of this ULA), then User will use reasonable efforts to notify QlikTech in writing within thirty (30) days after the filing of any such patent application or the issuance of any patent based thereon (collectively, "User Patents"). To the extent permitted by applicable law, User hereby grants to QlikTech a royalty-free, fully-paid, irrevocable, non-exclusive, freely sublicenseable and transferable license, under all User Patents, to (i) use, make, have made, sell, offer to sell, develop, design, market, license, distribute and import any product or service, (ii) use or perform any process or method, and (iii) otherwise practice the inventions, technology and/or processes claimed in any User Patent in every manner.

3. Maintenance

Any maintenance of the Software (i.e. technical support and Updates as defined in Section 10.1), will be provided in accordance with a separate written maintenance agreement entered into between User and either QlikTech or one of QlikTech's authorized resellers or other representatives authorized by QlikTech to provide maintenance services for the Software.

4. Limited Warranty and Disclaimers

4.1. Limited Warranty. To the extent permitted by law, QlikTech warrants for a period of one hundred twenty (120) days following the Availability Date (which in Brazil shall constitute the Technical Validity Period), that the Software (excluding Updates) will perform substantially in accordance with the Documentation when operated in accordance with the Documentation including all software and/or hardware system requirements referenced therein.

4.2. Sole and Exclusive Remedies. User must report any alleged non-conformance of the warranty contained in Section 4.1 to QlikTech in writing during the applicable warranty period. User's exclusive remedy and QlikTech's sole liability with regard to a breach of the warranty contained in Section 4.1 shall be, at QlikTech's option and expense, to either: (i) repair or replace the non-conforming Software; or (ii) facilitate the refund by the Reseller to User of license and maintenance fees paid to the Reseller for the non-conforming Software.

4.2.1. If QlikTech elects to facilitate the return of the applicable license and maintenance fees paid for the non-conforming Software pursuant to Section 4.2 (ii) above: (a) User shall promptly return the non-conforming Software and Documentation to QlikTech or establish to QlikTech's satisfaction that it has destroyed/uninstalled the applicable Software and Documentation; and (b) the licenses granted to User hereunder in respect of such non-conforming Software and Documentation shall automatically terminate.

4.3. Exceptions. To the extent permitted by law, QlikTech will have no liability to User in respect of the warranty pursuant to Section 4.1 for any claim that: (i) arises out of any unauthorized use, reproduction, or distribution of the Software or Documentation by User; (ii) arises out of any modification or alteration of the Software or Documentation by anyone other than QlikTech without the written approval of QlikTech; (iii) arises out of the use of the Software in combination with any other software or equipment not supported in the Documentation; or (iv) would have been avoided by use of any Updates to the Software or Documentation.

4.4. Limited Warranty for Users in Germany or Austria.

4.4.1. If User: (i) obtains a license key from QlikTech GmbH, as set forth Table 1 of this ULA; and (ii) usually resides in either Germany or Austria, then Sections 4.1 and 4.2 will not apply and will be replaced with the following:

QlikTech warrants that for a period of one (1) year from the Availability Date (the "Warranty Period"): (i) the Software will perform substantially in accordance with the Documentation; and (ii) the Software is properly recorded on the media or in the files to be downloaded. There is no warranty after expiration of the Warranty Period. This warranty is void if failure of the Software has solely resulted from accident, abuse, or misapplication or from 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.

4.4.2. User's first remedy, and QlikTech's first obligation under this warranty shall be, if User notifies QlikTech in writing of the non-conformity within the Warranty Period, at User's option, either repair or replacement of the non-conforming Software. If QlikTech finally fails to correct an error or deficiency, User shall be entitled to issue a final written deadline of at least one (1) further month for rectification of that error or deficiency. If QlikTech fails to rectify the error or deficiency within the further one (1) month period, User shall be entitled to a refund of such amount of the license fee paid by User which corresponds to the loss of functionality caused by such error or deficiency or to rescind this ULA partially or fully in accordance with the statutory provisions, in particular sec. 323 of the German Civil Code. In case of a full rescission, User agrees to promptly return the Software to QlikTech or establish to QlikTech's satisfaction that it has destroyed/uninstalled the Software. Any additional claims for damages based on statutory law shall be subject to the limitation of liability under Section 5.4.

4.5. Consumer Guarantees for Users in Australia.

4.5.1. This Section 4.5 applies in addition to the warranty under Section 4.1 if User obtains a license key from QlikTech Australia Pty Ltd, as set forth in Table 1 of this ULA, but only to the extent such User is entitled to benefit from the provisions set out in this Section 4.5 under applicable local law.

4.5.2. The benefits to User given by the warranty in Section 4.1 are in addition to other rights and remedies of User under the Australian Consumer Law and nothing in Section 4.2 is intended to limit these rights and remedies which cannot be excluded under Australian Consumer Law.

4.5.3. The Software comes with guarantees that cannot be excluded under the Australian Consumer Law, including that goods are of acceptable quality when sold, that goods will be reasonably fit for any purpose the consumer or supplier specified and that the supplier's description of the goods is accurate. To the extent permitted by law, QlikTech Australia Pty Ltd limits its liability for failure to comply with one or more guarantees (other than guarantees under the Australian Consumer Law as to title, undisturbed possession and undisclosed securities) to one or more of the following: (i) the replacement of the Software or the supply of equivalent Software; (ii) the repair of the Software; (iii) the payment of the cost of replacing the Software or of acquiring equivalent Software; and (iv) the payment of the cost of having the Software repaired.

4.5.4. A report under Section 4.2 of any alleged non-conformance of the warranty contained in Section 4.1 must be made in writing to QlikTech Australia Pty Ltd. at the address set forth in Table 1 of this ULA.

4.5.5. User will bear the expense of making a warranty claim under Section 4.5.

4.6. Disclaimers. To the extent permitted by law, QlikTech does not represent, warrant or make any commitment that: (i) the Software will meet User's requirements; (ii) the Software will operate in combination with other hardware or software, except as expressly specified in the Documentation; or (iii) operation of the Software will be uninterrupted or error free. THE LIMITED WARRANTY STATED IN SECTION 4.1 (AND SECTION 4.4 FOR LICENSEES OF QLIKTECH GMBH AND THE CONSUMER GUARANTEES REFERRED TO IN SECTION 4.5 FOR LICENSEES OF QLIKTECH AUSTRALIA PTY LTD) SET FORTH THE ONLY REPRESENTATIONS AND WARRANTIES CONCERNING THE SOFTWARE AND THE DOCUMENTATION. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 4.1 (AND SECTION 4.4 FOR LICENSEES OF QLIKTECH GMBH AND THE CONSUMER GUARANTEES REFERRED TO IN SECTION 4.5 FOR LICENSEES OF QLIKTECH AUSTRALIA PTY LTD) AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE, THE DOCUMENTATION AND MAINTENANCE ARE PROVIDED "AS IS", AND QLIKTECH AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED (BY STATUTE, COMMON LAW OR OTHERWISE) INCLUDING WITHOUT LIMITATION, AS TO THEIR ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF QLIKTECH HAS BEEN INFORMED OF SUCH PURPOSE, AND ANY REPRESENTATIONS, WARRANTIES OR OTHER TERMS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

5. Limitation of Liability

5.1. Limitations of Liability.

5.1.1. To the extent permitted by law, except for: (i) its obligations with respect to any Third-party IP Claim as provided in Section 6.1 (Indemnification of Third-party IP Claims); or (ii) claims relating to death or bodily injury caused by its negligence, QlikTech's and its suppliers', Resellers' and Affiliates' aggregate and cumulative liability for damages (regardless of the form of action, whether in contract, tort (including but not limited to negligence) or otherwise) shall in no event exceed the amount of fees paid by User under this ULA for the Software in respect of which the claim arose and, if such damages relate to particular Software, such liability shall be limited to the fees paid for such Software.

5.1.2. Except for User's: (i) non-compliance with the use restrictions contained within this ULA or violation of QlikTech's intellectual property rights; (ii) breach of its obligations under Section 8 (Confidentiality); (iii) breach of its obligations under Section 10.4 (Export Controls); (iv) negligence resulting in death or bodily injury; (v) obligation to pay; and/or (vi) fraud or fraudulent misrepresentation, User's aggregate and cumulative liability for damages, regardless of the form of action, whether in contract, tort (including but not limited to negligence) or otherwise, shall in no event exceed the total amounts paid and payable by User to the Reseller for: (a) all the QlikView products ordered prior to the effective date of this ULA; and (b) the Software supplied pursuant to this ULA.

5.1.3. No Consequential Damages. TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR USER'S: (I) NON-COMPLIANCE WITH THE USE RESTRICTIONS CONTAINED WITHIN THIS ULA OR VIOLATION OF QLIKTECH'S INTELLECTUAL PROPERTY RIGHTS; AND/OR (II) BREACH OF USER'S OBLIGATIONS PURSUANT TO SECTION 8 (CONFIDENTIALITY) OR SECTION 10.4 (EXPORT CONTROLS), IN NO EVENT

SHALL EITHER PARTY OR ITS RESPECTIVE SUPPLIERS, RESELLERS OR AFFILIATES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, SAVINGS, GOODWILL, DATA OR INACCURACY OF ANY DATA OR COST OF SUBSTITUTE GOODS OR SOFTWARE REGARDLESS OF THE THEORY OF LIABILITY OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS, HOWSOEVER ARISING, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

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

5.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SET FORTH ABOVE. ACCORDINGLY, SOME OF THE LIMITATIONS MAY NOT APPLY TO USER. TO THE EXTENT THAT QLIKTECH MAY NOT, AS A MATTER OF MANDATORY APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF QLIKTECH'S LIABILITY SHALL BE THE MINIMAL PERMITTED UNDER SUCH APPLICABLE LAW.

5.4. Limitation of Liability for Users in Germany or Austria.

5.4.1. If User: (i) obtains a license key from QlikTech GmbH, as set forth in Table 1 of this ULA; and (ii) usually resides in either Germany or Austria, then Sections 5.1 to 5.3 above will not apply and will be replaced by this Section 5.4.

5.4.2. Subject to the provisions in Section 5.4.3, QlikTech's statutory liability for damages shall be limited as follows: (i) QlikTech 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 fulfillment of which is essential for the proper execution of the contract, the breach of which endangers the purpose of the contract and on the fulfillment of which User regularly relies); (ii) QlikTech shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

5.4.3. The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular 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.

5.4.4. User shall take all reasonable measures to mitigate and/or to avoid damages, including, in particular, an obligation for User to make back-up copies of data on a regular basis and to carry out security checks (in particular for the purpose of defending or detecting viruses and other disruptive programs within User's IT system).

5.4.5. Regardless of the legal grounds giving rise to liability, QlikTech 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 QlikTech's willful misconduct or gross negligence.

5.4.6. To the extent QlikTech's liability is limited or excluded, the same shall apply in respect of any personal liability of QlikTech's legal representatives, employees, suppliers, Resellers and vicarious agents.

5.5. Third Party Beneficiaries. Nothing in this ULA will create any rights in favor of any third party including any rights pursuant to the UK's Contracts (Rights of Third Parties) Act 1999 or other applicable law. This shall not affect any right or remedy of a third party that exists or is available apart from that Act or such other applicable law.

6. Indemnification of Third-party IP Claims

6.1. Intellectual Property Infringement. Subject to the provisions of Sections 5 and 6.5, QlikTech will defend User and its Permitted Affiliates (each, an "Indemnitee" and together, the "Indemnitees") against any Third Party IP Claim. QlikTech shall pay User the damages, reasonable and verifiable costs, and expenses (including reasonable legal fees) finally awarded against User by a court of competent jurisdiction (or settlements agreed to in writing by QlikTech), directly attributable to such Third Party IP Claim.

6.2. Conditions. QlikTech's indemnification obligations under Section 6.1 are subject to the following conditions: (i) the applicable Indemnitee(s) will provide QlikTech with prompt written notice of any Third-party IP Claim; (ii) the applicable Indemnitee(s) will permit QlikTech to assume and control the defense and settlement of any Third-party IP Claim; (iii) the applicable Indemnitee(s) will not prejudice the defense of any Third-party IP Claim; (iv) the applicable Indemnitee(s) will mitigate such damages, costs and expenses, as far as reasonably possible and (v) the applicable Indemnitee(s) will provide QlikTech with such assistance, documents, authority and information as it may reasonably require in relation to any Third-party IP Claim and defense or settlement thereof.

6.3. Exceptions. To the extent permitted by law, QlikTech will have no liability to User under Section 6.1 for any Third-party IP Claim that: (i) arises out of any unauthorized use, reproduction, or distribution of the Software or the Documentation by any Indemnitee; (ii) arises out of any modification or alteration of the Software or the Documentation by anyone other than QlikTech without the written approval of QlikTech; (iii) arises out of the use of the Software in combination with any other software or equipment not supported in the Documentation; or (iv) would have been avoided by use of the latest Update of the Software and Documentation.

6.4. QlikTech Option. If the Software becomes, or in QlikTech's opinion is likely to become, the subject of a Third-party IP Claim, QlikTech shall be entitled, at its own expense and option, to elect to either: (i) procure the right for User and/or its applicable Permitted Affiliates to continue using the Software in accordance with the provisions of this ULA; (ii) make such alterations, modifications or adjustments to the Software so that the infringing Software becomes non-infringing without incurring a material diminution in performance or function; (iii) replace the Software with a non-infringing substantially similar substitute; or (iv) if QlikTech determines that neither (i), (ii) nor (iii) can be achieved after the exercise of commercially reasonable efforts, terminate the license for the affected Software and refund to User all amounts paid by User to Reseller 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 Availability Date. Upon payment of any refund, User acknowledges and agrees that the license for such Software will be deemed to have automatically terminated.

6.5. Sole and Exclusive Remedy. THE FOREGOING STATES QLIKTECH'S ENTIRE OBLIGATION AND LIABILITY (WHICH IN RELATION TO LICENSEES OF QLIKTECH GMBH SHALL, IRRESPECTIVE OF THE LEGAL GROUNDS, IN NO EVENT EXCEED THE LIMITATIONS SET OUT IN SECTION 5.4), AND USER'S SOLE RIGHT AND REMEDY, FOR INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

7. Termination

This ULA is effective until terminated. QlikTech may terminate this ULA immediately at any time by written notice to User if User has breached any of the terms of this ULA. Upon termination, the license(s) to use the Software hereunder shall terminate and User agrees to promptly uninstall, 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 uninstalled, destroyed or returned to QlikTech. All provisions relating to confidentiality, QlikTech's ownership and proprietary rights, limitations of liability, disclaimers of warranties, waiver, audit and governing law and jurisdiction shall survive the termination of this ULA. Termination shall not affect or prejudice either party's rights accrued as at the date of termination.

8. Confidentiality

User agrees to hold in confidence Confidential Information until User receives written notice from QlikTech that the Confidential Information ceases to be confidential. User further agrees that User shall not use Confidential Information except to the extent necessary to exercise the license granted to User by QlikTech hereunder. User will protect Confidential Information from unauthorized distribution and use with the same degree of care that User uses to protect its own like information, but in no event less than a reasonable degree of care. User acknowledges and agrees that, due to the unique nature of the Confidential Information, there can be no adequate remedy at law for breach of this Section 8 and that such breach would cause irreparable harm to QlikTech; therefore QlikTech will be entitled to seek immediate injunctive relief, in addition to any remedies otherwise available at law or under this ULA.

9. Verification and Audit

9.1. Verification. At QlikTech's written request, but not more frequently than once annually, User shall furnish QlikTech with a document signed by User's authorized representative verifying that the Software is being used pursuant to the terms of this ULA and the Documentation. In the event that User is not in

compliance with the terms of this ULA, User shall promptly report any discrepancies in the verification document. User agrees to implement reasonable security controls to ensure compliance with the intended use of the Software authorized by this ULA.

9.2. **Audit.** During the term of this ULA and for a period of one (1) year thereafter, upon QlikTech's written request, but no more frequently than once per year, QlikTech or an independent and reputable agent or accounting firm chosen by QlikTech will be provided reasonable access during User's normal business hours to examine User's records and computer equipment, at QlikTech's expense, for the purpose of auditing User's obligations under this ULA. QlikTech's written request for audit will be submitted to User at least fifteen (15) days prior to the specified audit date. If User is not in material compliance with the terms of this ULA, then notwithstanding any rights or remedies available to QlikTech in respect of such non-compliance, User shall reimburse QlikTech for the expenses incurred by QlikTech in conducting the audit.

10. General Provisions

10.1. Definitions.

10.1.1. **"Affiliate"** means any entity which controls, is controlled by, or is under common control with QlikTech or User, as applicable, 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, but only for so long as such control exists.

10.1.2. **"Authorized Contractor"** means any third-party contractor(s) or service provider(s) authorized by User to perform services for User.

10.1.3. **"Authorized Third Party"** means any non-employee external third party located outside User's firewall that is authorized by User to use the QlikView® Extranet Server in accordance with Section 2.1.1.

10.1.4. **"Availability Date"** means the later of the dates when: (i) the Software is made available for download by User from QlikTech's website; and (ii) the license keys for that Software are made available to User.

10.1.5. **"Confidential Information"** means any confidential or proprietary information which relates to QlikTech's trade secrets, Software, source code for the Software, the Documentation, services, deliverables, training materials, technology, research, development, pricing, product plans, marketing plans, business information, proprietary materials including visual expressions, screen formats, report formats, design features, ideas, methods, algorithms, formulae, and concepts used in the design and all future modifications and enhancements. Confidential Information shall also include third party data or information that was disclosed to User under a duty of confidentiality. Confidential Information also includes any information, in whatever form, disclosed or made available by QlikTech to User that relates to or is contained within QlikTech Confidential Information and that is not publicly known. Confidential Information does not include information that: (i) enters the public domain through no fault of User; (ii) is communicated to User by a third party under no obligation of confidentiality; (iii) has been independently developed by User without reference to any Confidential Information; (iv) was in User's lawful possession prior to disclosure and had not been obtained either directly or indirectly from QlikTech; and (v) is required to be disclosed by law, provided User has promptly notified QlikTech in writing of such requirement and allowed QlikTech a reasonable time to oppose such requirement.

10.1.6. **"Covered Jurisdiction"** means the jurisdiction specified in subpart (v) of Table 1 corresponding to the QlikTech entity contracting party under this ULA.

10.1.7. **"Documentation"** means the then-current User documentation published and made generally available by QlikTech for the Software in the form of manuals and function descriptions in printed or electronic form, as the same may be modified by QlikTech from time to time. The terms contained in this Documentation are hereby incorporated into this Agreement by reference.

10.1.8. **"Permitted Affiliate"** means an Affiliate of User that is permitted to use the Software and Documentation in accordance with Section 2.2.

10.1.9. **"QlikView® Application"** means any program or other application (e.g., script) that is designed to integrate and be used with the Software and that allows Users to request, update and manipulate data which is displayed via the Software and to generate reports and other information from such data.

10.1.10. **“Reseller”** means the QlikTech authorized reseller from which User has purchased the Software.

10.1.11. **“Software”** means: (i) the version of QlikTech’s proprietary QlikView® software in object code form licensed under this ULA; and (ii) any Updates thereto made available to Users who are current on their maintenance fees.

10.1.12. **“Third-party IP Claim”** means any claim, suit or proceeding brought by a third party to the extent such claim, suit or proceeding is based upon an allegation that the Software, unmodified and in the form originally delivered to User by QlikTech directly infringes (i) any copyright, trademark, or trade secret, or (ii) any patent issued as of the effective date of this ULA, and in the case of each of (i) and (ii), only if such direct infringement occurs in any Covered Jurisdiction.

10.1.13. **“Updates”** means any error corrections (patches) to the Software or a new version or new release of the Software, as the context requires, that QlikTech makes generally available to its customers at no additional charge who are current on their maintenance fees. Updates shall not include new or separate products, including, without limitation, any new version, which QlikTech offers only for an additional fee to its customers generally, including those customers who have purchased maintenance.

10.1.14. **“View”** means to view reports, data and other information as displayed via a QlikView® Application within the Software, but not to create, update or share any data, or administer any field changes to or in connection with the Software.

10.2. Assignment. User will not assign or transfer this ULA or its rights and obligations under this ULA to any party without the prior written consent of QlikTech. For purposes of this Section 10.2, any change of control of User, whether by merger, sale of equity interests, or otherwise, will constitute an assignment requiring the prior written consent of QlikTech. Any attempt by User to assign this ULA or its rights and obligations hereunder in violation of this Section 10.2 will be null and void, and will constitute a material breach of this ULA.

10.3. Entire Agreement. To the extent permitted by law, this ULA supersedes all prior or contemporaneous agreements or representations including all non-disclosure or confidentiality agreements, whether written or oral, concerning the subject matter hereof. No addition to, or modification of, any provision of this ULA shall be binding upon the parties unless expressly stated to amend the terms hereof and approved by a duly authorized representative of each party. User represents and acknowledges that in entering into this ULA it did not rely on any representations (whether innocent or negligent), warranties, or terms other than those expressly set forth in the Documentation and this ULA. The English language version of this ULA shall be the version used when interpreting or construing this ULA.

10.4. Export Controls.

10.4.1. User acknowledges that the license to use the Software hereunder may be subject to the export control laws of the United States which may include, without limitation, the United States Export Administration Regulations, the Trading With the Enemy Act, the International Emergency Economic Powers Act, the Arms Export Control Act and regulations promulgated by the United States Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), as amended from time to time (collectively, the “**Export Control Laws**”). User agrees that all actions taken by User in furtherance of fulfillment of this ULA will be in compliance with applicable Export Control Laws. User agrees to comply with all applicable Export Control Laws. In addition, User agrees that it will not export, reexport, transfer or license any Software to any parties that are named as a “Specially Designated National” or “Blocked Person” as designated by the OFAC (which is currently published under the Internet address <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

10.4.2. If User knows, or if acting reasonably, should know, that the Software could be exported, transferred or licensed in a manner violating applicable Export Control Laws, User shall immediately notify QlikTech. Furthermore, if QlikTech suspects or determines, in its sole and absolute discretion, that any sale of the Software to User may violate applicable Export Control Laws, User acknowledges and agrees that QlikTech may refuse to accept such order for the Software and such refusal will not be a breach of this ULA.

10.4.3. User agrees to defend, indemnify, and hold harmless QlikTech and its Affiliates and their respective directors, officers, agents, employees, contractors, and assigns from and against any and all losses, liabilities, demands, claims, damages, suits, judgments, fines and penalties including attorney’s fees which arise from or in connection with any violation by User of applicable Export Control Laws.

10.5. Compliance with Laws. User agrees at all times to comply with applicable laws and regulations in its performance of this ULA, including, without limitation, the provisions of the United States' Foreign Corrupt Practices Act ("FCPA") and the United Kingdom's Bribery Act 2010 ("Bribery Act"). User will indemnify, defend and hold harmless QlikTech and its respective officers, agents and employees from and against any and all losses, costs, claims and other liabilities arising out of, relating to or resulting from User's failure to comply with the provisions of applicable laws or the FCPA or the Bribery Act.

10.6. Governing Law and Jurisdiction. This ULA is governed by the law of the jurisdiction set out in Table 1 corresponding to the QlikTech entity contracting party under this ULA identified in Table 1 (excluding 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 is hereby expressly excluded). Any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be brought before the courts or arbitration board set out in Table 1 corresponding to the QlikTech entity contracting party under this ULA identified in Table 1 and the parties hereby expressly and irrevocably submit to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

10.7. Waiver of Jury Trial. TO THE EXTENT USER IS ABLE TO WAIVE SUCH RIGHT UNDER APPLICABLE LAW, USER EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THIS ULA.

10.8. Notices. All notices and other communications given or made pursuant to this ULA concerning a breach, violation or termination hereof will be in writing and will be delivered: (a) by certified or registered mail; (b) by an internationally recognized express courier; or (c) by facsimile, with confirmation of successful transmission. All notices or other communications to QlikTech shall be addressed to: the QlikTech entity contracting party under this ULA identified in Table 1, **ATTENTION: LEGAL DEPARTMENT**. All notices to User shall be sent to the address provided by User to the Reseller.

10.9. Relationship between the Parties. QlikTech is an independent contractor. Nothing in this ULA shall be construed to create an agency, joint venture, partnership, fiduciary relationship, joint venture or similar relationship between the parties.

10.10. Severability. If any provision of this ULA 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 ULA 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 ULA may apply or to the laws of which a party may be or become subject.

10.11. Successors. All terms of this ULA shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of QlikTech and User.

10.12. Waiver. No term of this ULA 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.

10.13. Limitation. No action, regardless of form, arising out of this ULA may be brought by User more than one (1) year after the cause of action arose.

10.14. US Government Restricted Rights. If the Software is acquired by or on behalf of a unit or agency of the United States Government, User agrees that such Software or Documentation is "Commercial computer software" or "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the United States Government's rights with respect to such Software are limited by the terms of this ULA, pursuant to FAR 12.212(a) and/or DFARS 227.7202-1(a), as applicable.

Table 1

If User's license key begins with any number not specified below, then the contracting entity shall be QlikTech International Markets AB, with the applicable Governing Law, Arbitration, License Territory and Covered Jurisdiction as stated below.

- A. If User's license key begins with 61, then:
- (i) the contracting entity is QlikTech Australia Pty, Ltd, with offices at QlikTech Australia Pty Ltd, Level 11, 213 Miller Street, North Sydney, NSW 2060, Australia, Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of New South Wales Australia;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be brought before the Courts of Sydney, New South Wales, Australia;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within Australia, New Zealand and Asia, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
 - (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be Australia and New Zealand.

- B. If User's license key begins with 55, then:
- (i) the contracting entity is QlikTech Brazil Comercializacao de Software Ltda, with offices at Avenida das Nações Unidas, no. 6917, 1st floor, room 13, Alto de Pinheiros, in the City and State of São Paulo, CEP 05477-000 Brazil; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Brazil;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce* in Stockholm;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within North America, South America and Central America, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
 - (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be Brazil.

* 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.

- C. If the User's license key begins with 90, then:
- (i) contracting entity is QlikTech Corporation, with offices at 1166 Alberni Street; Suite 603, Vancouver, British Columbia V6E 3Z3, Canada, Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of the Province of British Columbia, Canada;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be brought before the Courts of British Columbia;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within North America, South America and Central America, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
 - (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the United States and Canada.

- D. If User's license key begins with 45, then:
- (i) contracting entity is QlikTech Denmark A/S, with offices at Hedegaardsvej 88, DK-2300 København S, Denmark, Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Sweden;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce* in Stockholm;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within the European Economic Area and Switzerland, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and

- (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the European Union and Switzerland.

* 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.

- E. If User's license key begins with 35, then:
 - (i) contracting entity is: QlikTech Finland Oy, with offices at Simonkatu 6 B 5th Floor, 00100 Helsinki, Suomi Finland; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Finland;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by the Code of Judicial Procedure in Finland;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within the European Economic Area and Switzerland, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
 - (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the European Union and Switzerland.

- F. If User's license key begins with 33, then:
 - (i) contracting entity is: QlikTech France SaRL, with offices at 93, Ave Charles de Gaulle, 92200 Neuilly sur Seine, France; Attention: Legal Department;
 - (ii) the Governing Law shall be the Laws of France;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by the Courts of Paris, France;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within the European Economic Area and Switzerland, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; any
 - (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the European Union and Switzerland.

- G. If User's license key begins with 49, then:
 - (i) contracting entity is: QlikTech GmbH, with offices at Rather Straße 110a, D-40476 Düsseldorf, Germany; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Germany;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by the Courts of Düsseldorf, Germany;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within the European Economic Area and Switzerland, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; any
 - (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the European Union and Switzerland.

- H. If User's license key begins with 85, then:
 - (i) contracting entity is: QlikTech Hong Kong, with offices at Level 21, The Center, 99 Queen's Road Central, Hong Kong; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Sweden;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce* in Stockholm;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within Asia, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
 - (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be Hong Kong.

* 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.

- I. If User's license key begins with 34, then:
- (i) contracting entity is: QlikTech Ibérica S.L., with offices at Avenida de Europa 22, 3ª planta C-D, Parque Empresarial La Moraleja, Edificio Mutua Madrileña, 28108 Alcobendas, Madrid; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Madrid, Spain;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by the Courts of Madrid, Spain;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within the European Economic Area and Switzerland, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
 - (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the European Union and Switzerland.
- J. If User's license key begins with 1, then:
- (i) contracting entity is: QlikTech Inc. with offices at 150 N. Radnor-Chester Rd; E220, Radnor, PA 19087; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of the Commonwealth of Pennsylvania, USA;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by the State and Federal Courts of Delaware County in the Commonwealth of Pennsylvania;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within North America, South America and Central America, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
 - (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the United States of America.
- K. If User's license key begins with 257, then:
- (i) contracting entity is: QlikTech India Pvt. Ltd, Unit No. 608 & 609, Prestige Meridian – 1, No.29, M.G. Road, Bangalore – 560 001, India, Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of England & Wales;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by the arbitration at the Court of International Arbitration in London;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within India, Afghanistan, Bangladesh and Sri Lanka, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
 - (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be India.
- L. If User's license key begins with 258, then:
- (i) contracting entity is QlikTech International Markets AB, with offices at Scheelevägen 24-26, SE-223 63 Lund, Sweden; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Sweden;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce* in Stockholm;
 - (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within Asia, Europe and Africa, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
 - (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the European Union and Switzerland.
- * 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.
- M. If User's license key begins with 81, then:
- (i) contracting entity is: QlikTech Japan K.K., with offices at Izumi Garden Tower 10F, 1-6-1 Roppongi Minato-ku, Tokyo, 106-6010 Japan; Attention: Legal Department;
 - (ii) the Governing Law shall be the laws of Japan;
 - (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by the Tokyo District Court;

- (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within Asia and the United States of America, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
- (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be Japan.

N. If User's license key begins with 50, then:

- (i) contracting entity is QlikTech LATAM AB, with offices at Scheelevägen 24-26, SE-223 63 Lund, Sweden; Attention: Legal Department;
- (ii) the Governing Law shall be the laws of Sweden;
- (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce* in Stockholm;
- (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within North America, South America and Central America provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
- (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the United States of America.

* 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.

O. If User's license key begins with 31, then:

- (i) contracting entity is QlikTech QlikTech Netherlands B.V., with offices at Siriusdreef 29, 2132 WT Hoofddorp, The Netherlands; Attention: Legal Department;
- (ii) the Governing Law shall be the Rules of SGOA (the Dutch Foundation for the Settlement of Automation Disputes);
- (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by arbitration at the SGOA in The Hague;
- (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within Europe, Israel, Turkey and Commonwealth of Independent States provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
- (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the European Union and Switzerland.

P. If User's license key begins with 46, then:

- (i) contracting entity is QlikTech Nordic AB, with offices at Scheelevägen 24-26, SE-223 63 Lund, Sweden; Attention: Legal Department;
- (ii) the Governing Law shall be the laws of Sweden;
- (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce* in Stockholm;
- (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within the European Economic Area and Switzerland, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
- (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the European Union and Switzerland.

* 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.

Q. If User's license key begins with 47, then:

- (i) contracting entity is QlikTech Norway AS, with offices at Regus; Karenslyst allé 8b; 0278 Oslo, Norway; Attention: Legal Department;
- (ii) the Governing Law shall be the laws of Sweden;
- (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce* in Stockholm;
- (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within the European Economic Area and Switzerland, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
- (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the European Union and Switzerland.

* 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.

R. If User's license key begins with 65, then:

- (i) contracting entity is QlikTech Singapore Pte Ltd, with offices at 7 Temasek Boulevard, #19-01A, Suntec Tower One, S(038987), Singapore; Attention: Legal Department;
- (ii) the Governing Law shall be the laws of Sweden;
- (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce* in Stockholm;
- (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within Asia provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
- (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be Singapore.

* 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.

S. If User's license key begins with 44, then:

- (i) contracting entity is: QlikTech UK Limited, with offices at Villiers House, Clarendon Avenue, Leamington Spa, Warwickshire, CV32 5PR, United Kingdom; Attention: Legal Department;
- (ii) the Governing Law shall be the laws of England & Wales;
- (iii) any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be settled by the arbitration at the Court of International Arbitration in London;
- (iv) the User shall only install QlikView® Server (which is comprised of Enterprise Edition, Small Business Edition, Extranet Server or Information Access Edition) within the European Economic Area and Switzerland, provided such restriction shall not apply to any QlikView Server installed prior to December, 2011; and
- (v) for purposes of Third-party IP Claim, the Covered Jurisdiction shall be the European Union and Switzerland.