



## Qlik Developer Portal Terms of Use

### 1. User's Acceptance of Terms of Use

These Terms of Use shall govern your access, registration or use of the Qlik Developer Portal (hereinafter, the "Developer Portal") along with all documentation, software, APIs, libraries, tutorials, documents, reference manuals and other materials or information contained therein (collectively, "Developer Portal Content"). By using the Developer Portal, you agree to comply with these Terms of Use. If you breach any of the Terms of Use, your authorization to use the Developer Portal automatically terminates and you agree to immediately destroy any material you obtained from the Developer Portal. Additional terms may apply to the use of certain items (such as API) included in the Developer Portal, including additional terms of service, terms within the accompanying API documentation, and any applicable policies or guidelines adopted by us from time to time ("Supplemental Terms"). If there is a conflict between these terms and the Supplemental Terms, the Supplemental Terms shall apply for that conflict.

Qlik reserves the right to modify, suspend or terminate all or part of the Developer Portal or these Terms of Use from time to time at its sole discretion and without notice. Qlik will post any modified Terms of Use on the Developer Portal. Qlik may also impose limits on certain features and services or restrict your access to parts of the Developer Portal or its Content without notice or liability. You should periodically check the Terms of Use for such changes. Your continued use of any part of the Developer Portal (regardless of whether Qlik has specifically notified you of such changes) shall indicate your acknowledgment of such changes and agreement to be bound by the revised Terms of Use.

Qlik will not be liable to you or any third-party for any claims or actions arising or resulting from your use, visit, or participation in the Developer Portal or use of its Content and for any modification, suspension, or termination of the Developer Portal.

### 2. Use of Qlik Developer Portal Content

Subject to the terms and conditions of this Agreement, Qlik grants you a limited, worldwide, non-exclusive, revocable, non-transferable, non-sublicensable license to access and use the Qlik Developer Portal Content in connection with your licensed use of the Qlik software.

### 3. Ownership

The Developer Portal, the Developer Portal Content and all processes, methodologies, technologies, know-how, and any additional intellectual or other property provided by or on behalf of Qlik in connection with the Developer Portal (along with any modifications, improvements or derivative works related thereto), together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and related thereto (collectively, "**Qlik Property**") will be and remain the sole and exclusive property of Qlik. To the extent that ownership of any Qlik Property does not automatically vest in Qlik by virtue of these Terms of Use (or otherwise) you hereby transfer and assign to Qlik, upon the creation thereof, all rights, title and interest you may have in and to such Qlik Property.

### 4. Open Source Software

This Developer Portal may include some software programs that are licensed to you under certain Open Source Software licenses ("OSS Licenses"). If any portion of the Developer Portal Content is subject to an OSS License, and such OSS License requires that Qlik provide rights that are broader than the rights granted in these Terms of Use, then the rights to that portion of the software shall be governed by the broader rights to the extent required by such OSS License.

### 5. Restrictions

You shall not, and shall not permit any person, directly or indirectly, to: (a) copy, decompile, disassemble or reverse engineer or otherwise attempt to extract or derive the source code or any methods, algorithms, programming interfaces or procedures from the materials on the Developer Portal, or modify, adapt, translate or create derivative works based upon the Developer Portal Content except as otherwise expressly permitted by applicable law (or as permitted by an applicable OSS license);

(b) remove or destroy any copyright notices, proprietary markings or confidentiality notices placed upon, contained within or associated with the Developer Portal Content; (c) distribute, sell, lease, rent, lend, transfer, assign or sublicense any rights granted by the Terms of Use to any third party; (d) use the Developer Portal Content if you are a competitor, or use the Developer Portal or its Content in any manner that competes with Qlik, including but not limited to, benchmarking, collecting and publishing data or analysis relating to the performance of the Developer Portal Content, or developing or marketing a product that is competitive with any Qlik product or service; (e) use the Developer Portal Content in any manner that would cause you to be in violation of any existing license or SaaS agreement in place with Qlik; or (f) exceed or circumvent limitations on the Developer Portal Content or related Qlik software or service, such as API call or data refresh limitations.

## **6. Feedback**

You are not obligated to provide Qlik with any suggestions or feedback about the Developer Portal or its Content, but if you elect to do so, Qlik may use and modify this feedback for any purpose, including developing and improving the Developer Portal, its Content or any Qlik products, without any liability, restriction, or payment to you.

## **7. Disclaimer**

THE DEVELOPER PORTAL AND ALL DEVELOPER PORTAL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. QLIK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. QLIKTECH AND ITS SUPPLIERS MAKES NO WARRANTY THAT THE DEVELOPER PORTAL, OR DEVELOPER PORTAL CONTENT WILL MEET YOUR REQUIREMENTS, THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERRORFREE BASIS, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DEVELOPER PORTAL CONTENT WILL BE ACCURATE, COMPLETE OR RELIABLE; OR THE QUALITY OF ANY DEVELOPER PORTAL CONTENT PURCHASED OR OBTAINED BY YOU THROUGH THE DEVELOPER PORTAL WILL MEET YOUR EXPECTATIONS.

## **8. Limitation of Liability**

IN NO EVENT SHALL QLIK OR ANY OF ITS SUPPLIERS, PARTNERS OR AFFILIATES BE LIABLE FOR ANY DAMAGES INCURRED BY YOU OR ANY THIRD PARTY WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) ARISING FROM (A)YOUR ACCESS TO OR USE OF OR INABILITY TO USE THE DEVELOPER PORTAL OR ANY DEVELOPER PORTAL CONTENT; (B) YOUR RELIANCE UPON ANY OF THE DEVELOPER PORTAL CONTENT, (C) QLIK'S TERMINATION OR SUSPENSION OF YOUR ACCESS TO ALL OR ANY PART OF THE DEVELOPER PORTAL, (D) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (E) FOR ANY MATTER BEYOND THE CONTROL OF QLIK. WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT QLIK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. QLIK'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE DEVELOPER PORTAL OR YOUR USE OF CONTRIBUTIONS, AND OTHER ACCOUNT SERVICES, REGARDLESS OR THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OR WARRANTY OR OTHERWISE), WILL NOT EXCEED THE GREATER OF ONE DOLLAR (\$1) AND THE AMOUNTS PAID BY YOU TO QLIK IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO ANY CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT ANY QLIK PARTY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OF DURATION OF SUCH WARRANTY AND THE EXTENT OF THE QLIK'S PARTY'S LIABILITY SHALL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

## **9. Indemnification**

If Qlik and its subsidiaries, affiliates, directors, officers, agents, and employees should incur any liability to a third party arising out of or in any way related to (a) your breach of these Terms of Use (or any Supplemental Terms of Use), (b) your use of the Developer Portal, you agree to indemnify and hold Qlik and its subsidiaries, affiliates, directors, officers, agents, and employees free and harmless from any such liability, and from all loss, claims, costs, demands, debts and causes of action in connection therewith, including reasonable attorney's fees and expenses.

## **10. Privacy Policy**

Qlik does not require that you provide personal information, the decision to provide personal information is voluntary. However, in order to access certain areas of the Developer Portal, you may be required (now or in the future) to register and provide personal information. By providing your personal information to Qlik, you consent to the collection, processing and storage by Qlik of your personal information in accordance with the terms of Qlik's Cookie and Privacy Policy (available at <https://www.qlik.com/us/legal/cookies-and-privacy-policy>) and to receive electronic communications from time to time. Qlik may monitor user behavior to: (i) improve our products and services, (ii) market related products and services to users and (iii) monitor for suspicious behavior to mitigate security or compliance issues in the use of Qlik products and services.

#### **11. Export Restrictions/Legal Compliance**

You may not access, download, use or export any Developer Portal Content or use or access the Developer Portal in violation of any country's export laws or regulations or any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States and/or foreign agency or authority (as relevant), and not to directly or indirectly provide or otherwise make available the services and products of Qlik in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the Developer Portal Content outside the U.S or relevant jurisdiction. You shall not make the services or products of Qlik nor the underlying information or technology available for download or otherwise provide, either directly or indirectly, (i) into any country subject to relevant trade sanctions (including but not limited to those of the U.S. and E.U.), to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department's Table of Denial Orders, or the Consolidated List of the EU. By agreeing to these Terms of Use, you agree to the foregoing and represents and warrants that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### **12. Applicable Law; Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws provisions thereof other than New York General Obligations Law Section 5-1401. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in New York City using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Southern District of New York.

#### **13. U.S. Government Users**

The API and other software included on the Developer Portal along with their respective documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and Documentation by the U.S. Government shall be governed solely by the terms and conditions of these Terms of Service.

#### **14. Entire Agreement**

These Terms of Service are the complete statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications pertaining to the subject matter herein. If any provision of these Terms of Service are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that these Terms of Service will otherwise remain in force and effect.

#### **15. Termination**

Access to the Developer Portal Content may be terminated or suspended by Qlik at any time and at Qlik's sole discretion. Without limiting the foregoing, Qlik may terminate your right to use the Developer Portal or Developer Portal Content if you breach these Terms of Service or any documents incorporated herein by reference. Upon termination of the Terms of Use, all rights granted to you hereunder will immediately cease, including the right to access and use the Developer Portal Content.