# Qlik® Connector Factory Request Program Terms & Conditions

THESE CONNECTOR FACTORY REQUEST PROGRAM TERMS & CONDITIONS (THE "TERMS"), ARE ENTERED INTO BETWEEN THE CUSTOMER LEGAL ENTITY ("CUSTOMER") AND QLIK AFFILIATE ("QLIK") WHICH ARE PARTY TO THE AGREEMENT. READ CAREFULLY THESE TERMS, AS THEY CONSTITUTE A LEGALLY BINDING AGREEMENT AND GOVERN CUSTOMER'S PARTICIPATION IN THE QLIK CONNECTOR FACTORY REQUEST PROGRAM (THE "PROGRAM"). DO NOT SUBMIT A FACTORY REQUEST PROGRAM FORM OR PARTICIPATE IN THE PROGRAM IF YOU DO NOT AGREE TO THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANY CORPORATION, PARTNERSHIP, OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THESE TERMS. These Terms shall be incorporated into and subject to the Qlik Customer Agreement or other licensing agreement for Qlik Products and Services previously executed between the parties (the "Agreement"). Any capitalized terms used within but not described in these Terms shall have the meaning ascribed to them in the Agreement. In the event of any conflicts or inconsistencies between the Agreement and these Terms, these Terms shall take precedence.

1. Participation in Program.

    Upon Customer's submission of the Connector Factory Request Form, Qlik shall consider Customer's request to develop a connector (the "Lite Connector"). Qlik will provide an initial response to Customer's submission of the Connector Factory Request Form within fourteen (14) business days. In the case that Customer's request is approved for development, Customer hereby agrees to participate in the Program, including providing any required access as specified below in Section 2. Participation in the Program is nonexclusive, and each Customer acceptance to the Program shall be at Qlik's sole discretion. For clarity, Customers are not automatically accepted into the Program upon submission of the Connector Factory Request Form.

2. Access; Revocation

    a. As a participant in the Program, Customer agrees to provide access to Customer's source application data "Application Data", including any application credentials and access to the application requested by Qlik to develop and test the requested Lite Connector. This Application Data shall be collected and stored through a secure link provided by Qlik to Customer. Access to the Application Data shall be restricted to the Qlik developers responsible for the development of the Lite Connector.

    b. Development of each Lite Connector shall be performed by Qlik within a secure virtual machine ("VM") which is dedicated to a single Customer's Application Data. Each VM shall be deleted after seven (7) days. If development of the Lite Connector takes longer than 7 days, VMs will be created and destroyed on a recurring 7-day cycle until development of the Lite Connector is completed.

    c. Customer shall not disclose or otherwise provide any data to Qlik other than the Application Data required to develop and test the Lite Connector. In no event shall Customer provide personal data to Qlik to process on Customer's behalf in connection with Customer's participation in the Program.

    d. Qlik's access to the Application Data shall expire on the earlier of (i) revocation by Customer, either by termination of Customer's participation in the Program or deletion of the Application Data; or (ii) when the Lite Connector becomes available in the Customer Review Stage (defined below).

3. Program Outcomes.

    Once development and testing of the Lite Connector is completed, the Lite Connector shall go through an early access stage ("Customer Review Stage") of fourteen (14) days during which the Customer shall have access to the Lite Connector, subject to the Agreement, solely for the purposes of internal evaluation and providing Feedback to Qlik. Qlik expressly disclaims any obligation or commitment to correct errors or discrepancies, provide support services for, or to continue to develop, distribute or support any Lite Connector provided in the Customer Review Stage. After the Customer Review Stage, the Lite Connector may become generally available for use by all Qlik Customers.

4. Customer Warranty

    Customer represents and warrants that Customer's participation in the Program and the access rights provided by Customer to Qlik, including access to any Application Data provided to Qlik (i) will not infringe, misappropriate or violate any intellectual property or other right of any person or entity; (ii) will not violate any agreement, terms and conditions, or other obligations between Customer and any third party; (iii) does not require the consent of any third party for Customer to participate in the Program. Customer is solely responsible for compliance with all applicable laws, including but not limited to data protection laws.

5. Ownership

    As a participant in the Program, Customer may provide, suggest, create and share, comments, feedback, evaluations, ideas and/or suggestions for additional functionality, new or improved software or cloud products and services, technologies, or other data, material or information with respect to Qlik Products and Lite Connectors (individually and collectively "Feedback"). Customer acknowledges and agrees that any and all Feedback provided by Customer shall be deemed the confidential and proprietary property of Qlik and shall be deemed Qlik Confidential Information as defined in the Agreement. Customer hereby assigns, transfers and conveys all right, title and interest in and to any Feedback provided to Qlik. Customer agrees that Qlik, its affiliates and their respective designees, successors and assigns will be free to use, copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of

distribution and licensees, incorporate and otherwise use and exploit the Feedback, including for developing and improving the Qlik Products and creating derivative works thereof, for any and all commercial and non-commercial purposes, without any liability or obligation, including compensation, whatsoever to Customer.

6. General.
   a. These Terms shall be effective upon the date of submission of a Connector Factory Request Form referencing these Terms and shall remain in effect until the earlier of (i) termination by Customer or Qlik in accordance with 6(b); or (ii) the date the Lite connector is made generally available to all customers.
   b. Qlik reserves the right to immediately discontinue, terminate, or modify the Program, including Customer's participation in the Program, upon Qlik's notice to Customer. Customer may terminate its participation in the Program at any time upon written notice to Qlik. Upon termination, Application Data accessible by Qlik and any VM shall be deleted. The Agreement and all provisions of these Terms relating to Qlik's ownership of the Lite Connector, Feedback, warranties, confidentiality, waiver, governing law and jurisdiction, will survive the termination of these Terms.
   c. These Terms, including any rights hereunder, are not assignable, transferable or sublicensable by the Customer. Qlik may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, fiduciary, or employment relationship is created by these Terms, and neither party has any authority of any kind to bind the other in any respect.
   d. Customer agrees to release, indemnify, defend and hold Qlik and its parents, affiliates, subsidiaries, directors, officers, employees and assigns, and any other organizations related to the Program, harmless from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise as a result of (i) Customer's participation in the Program, (ii) Qlik's use of Application Data, including an allegation that Application Data infringes upon any rights of a third party; (iii) Customer's breach of these Terms; or (iv) Customer's provision of application credentials to Qlik. THE PROGRAM IS PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. FOR ANY CLAIMS AGAINST QLIK ARISING UNDER THIS PROGRAM, REGARDLESS OF THE THEORY OF LIABILITY PROVIDED BY LAW, QLIK'S LIABILITY SHALL BE LIMITED TO $1,000.00, AND IN NO EVENT SHALL QLIK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.
   e. Any dispute shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by the applicable federal or state courts located in Montgomery County, Pennsylvania, and the parties agree to the foregoing exclusive jurisdiction and venue.