



## ISV ADDENDUM

This ISV Addendum (the "ISV Addendum") is governed by and incorporated into the licensing agreement between the Parties that governs Customer's access and use of Qlik Products (the "Agreement"). To the extent of any conflict between the Agreement and this ISV Addendum, this ISV Addendum shall control. This ISV Addendum shall only govern the Qlik Products on an Order Form in which it is expressly referenced. All capitalized and undefined terms herein have the same meaning as provided in the Agreement.

### 1. Definitions.

- 1.1. "**Client**" means a third party that is authorized by Customer to use, access, or receive the ISV Offering(s).
- 1.2. "**Client Agreement**" means the legally binding agreement between Customer and any Client, consistent with the terms and conditions of this ISV Addendum, governing such Client's rights to a Client ISV Offering.
- 1.3. "**ISV Offering**" means any product or service incorporating Qlik Product(s), as authorized by Qlik in writing, that Customer provides to Clients for such Clients' use, as further described in an Order Form for the applicable Qlik Product(s).
- 1.4. "**Partner Code of Conduct**" means the then-current Partner code of conduct made available by Qlik. The current version is available at <https://www.qlik.com/us/legal/legal-policies>.
- 1.5. "**Partner Hub**" means the Qlik website for ISVs, as may be made available to Customer and updated from time to time at Qlik's sole discretion.

### 2. Grant of Rights.

- 2.1. Qlik Products. Subject to and conditioned upon Customer's compliance with the terms and conditions of this ISV Addendum, Qlik grants to Customer a limited, non-exclusive, non-transferable right to access and use the Qlik Products to develop, to support, and/or as part of each ISV Offering, provided any use of Qlik Products shall be: (i) in accordance with the Documentation and this ISV Addendum; and (ii) for the scope, term and quantity limits purchased. Except as otherwise stated, Customer may not use any Qlik Products governed by this Addendum for their internal business operations. Customer may reproduce, use, and incorporate the Documentation into any ISV Offering documentation as minimally required to support the rights granted in the ISV Addendum.
- 2.2. Authorized Users. Clients may only access and use the Qlik Product(s) as part of an ISV Offering. Any Client user that accesses and uses Qlik Products as permitted by Qlik under this Addendum will be considered an Authorized User under the Agreement.
- 2.3. Qlik Marks. Qlik grants to the Customer a non-exclusive, non-transferable, and limited right during the Term of this ISV Addendum, to use the Qlik Marks identified to Customer for the sole purpose of marketing, promoting and selling the ISV Offering(s) pursuant to the terms of this ISV Addendum and in compliance with Qlik partner brand and trademark guideline policies, as may be provided, and updated by Qlik from time to time, by any means. Customer may market the ISV Offerings under its own marks provided the Customer identifies the Qlik Products in the documentation.

### 3. Requirements and Obligations.

- 3.1. Support. Support will be provided by either Qlik, its affiliates, and/or Customer in accordance with the then-current Qlik ISV Support Policy, or as otherwise identified by Qlik, available at [www.qlik.com/product-terms/](http://www.qlik.com/product-terms/). Except as otherwise provided in the Agreement, Qlik shall have no obligation relating to the deployment or performance of any ISV Offering.
- 3.2. Customer Training. Qlik reserves the right to require applicable training and certifications for its Qlik Products as part of the ISV Offerings. All education, training, and support to any Client for any ISV Offering shall be the sole responsibility of Customer.
- 3.3. Additional Use Restrictions. Customer may not, nor permit or authorize anyone to:
  - (a) as pertains solely to Software, deliver a license key to any third party other than a specific Client explicitly agreed by Qlik or transfer the license key from such Client to any other party, or if the license key is issued to Customer, transfer the license key to any third party;
  - (b) make any representation or warranty (i) on behalf of Qlik or its affiliates, (ii) concerning the quality, performance, or other characteristics of the Qlik Products, or (iii) indicating that the Customer owns or otherwise has any rights to the Qlik Products except as expressly set forth in this ISV Addendum; or
  - (c) use any predictive, generative, or artificial intelligence feature of a Qlik Product in any manner that may be high risk or cause significant legal implications under applicable law(s).Violation of this Section 3.3 shall not be subject to any limitation of liability.
- 3.4. Multitenant Entitlement.
  - (a) If Customer's subscription to the Qlik Products includes an entitlement for more than one tenant on its applicable subscription, Customer may deploy the specified number of tenants from such subscription. Capacity and user-based entitlements may be allocated and deployed by Customer across all tenants only up to the total subscribed entitlements. Customer will be invoiced for applicable fees for all usage in excess of contracted entitlement.
  - (b) When providing Qlik Cloud access as part of an ISV Offering, Customer shall utilize separate tenants for each Client. Customer is the sole Party responsible for key management for Qlik Cloud tenants. If using Customer Managed Keys (CMK), Customer is responsible for a unique CMK to be deployed to each tenant. Further, Customer is not permitted to provide a "tenant admin" role to any Client. For clarity, a "tenant admin" role enables one Authorized User to access all tenants.
- 3.5. Reporting. Customer shall comply with any reporting obligations described in an Order Form. Customer represents and warrants that all reports provided will be true, accurate, and complete. Partner's failure to comply with any reporting obligation will be a material breach of the Agreement.
- 3.6. Partner Hub. Components of the Qlik Partner Hub may be supplied by third parties, and Customer's use of the Qlik Partner Hub shall evidence Customer's agreement to be bound by and to comply with any applicable license or terms of use that apply to the Qlik Partner Hub (including any third party terms). Customer shall indemnify, defend and hold harmless Qlik



and its Affiliates from and against any damage or expense (including reasonable attorneys' fees) resulting from Customer's failure to comply with such license or terms of use.

4. **Client Agreement.** Customer shall ensure that all Clients consent to a Client Agreement governing the ISV Offering(s). Customer will (i) enforce Client Agreements against each Client, (ii) promptly notify Qlik of any non-compliance affecting the Qlik Products, and (iii) use commercially reasonable efforts to prevent or stop such non-compliance. Customer shall ensure each Client Agreement: (a) incorporates terms no less protective of Qlik than those set out in this Agreement, including without limitation provisions governing intellectual-property rights, restrictions on use, data-protection and privacy, export-control compliance, confidentiality, warranty disclaimers and limitations of liability (collectively, the "Flow-down Terms"), and (b) expressly states that Qlik is an intended third-party beneficiary of the Client Agreement with respect to the Flow-down Terms. Further, in the event of any such non-compliance affecting the Qlik Products, Customer shall promptly notify Qlik and shall provide reasonable assistance and information to Qlik, whether in connection with in any legal action or otherwise, to prevent or stop such non-compliance.
5. **Retention of Rights.** Customer retains all right, title, and interest in and all ISV Offerings to the extent such ISV Offerings do not consist of, integrate, or incorporate Qlik Products and Services.
6. **Indemnification.** Customer shall defend, indemnify and hold Qlik and its directors, managers, officers, employees, agents, resellers, licensors, affiliates, successors and assigns harmless from any damages and costs awarded against Qlik as a result of a third party claim arising from or related to: (i) Customer's or its Authorized User's failure to comply with anti-corruption laws as relates to the Qlik Products and Services; (ii) the ISV Offering (excluding infringement claims against integrated Qlik Products when used in accordance with the Agreement); (iii) the termination or expiration of any Qlik Product subscription under this Addendum, except if caused by Qlik's material breach of the Agreement, or (iv) breach of Section 3.3 herein.
7. **Conduct and Compliance.**
  - 7.1. Partner Code of Conduct. At all times during the term of this Addendum, Customer must adhere to the terms of the Qlik Partner Code of Conduct. Further, Customer may be required to submit to Qlik an annual certification (in the form set forth on the Qlik Partner Hub) or as otherwise may be made available to Customer by Qlik that Customer remains in compliance with the Qlik Partner Code of Conduct and with all applicable laws pertaining to its rights and obligations under this Addendum. Any reference to "Partner" in the Partner Code of Conduct will mean Customer.
  - 7.2. Anti-Corruption. Without limiting other remedies herein, if Customer or any of its officers, directors, employees, agents or other representatives violate any applicable laws concerning anticorruption, including without limitation the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act, to the extent applicable Qlik: (a) will have a right of action against the Customer for the amount of any monetary payment or thing of value made or given by the Customer in breach of any Applicable Law regarding anti-corruption; and (b) may at its sole discretion, immediately terminate this Addendum upon written notice for breach and Customer will immediately return to Qlik or its Affiliate any fee paid to the Customer arising from any transaction in violation of this Section.
8. **Publicity.** Customer hereby grants Qlik the right to list Customer as an ISV partner and customer of Qlik along with other customers in marketing materials such as the Qlik website, Partner Hub, customer-facing presentations and press releases.