

MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

1. Grant of License

1.1. License Grant. Subject to the terms and conditions of this Agreement, the restrictions set forth in the terms of any Applicable Order, and the payment of all applicable license fees, Licensee is hereby granted a perpetual (but subject to termination as provided in Section 6 below), limited, royalty-free, non-exclusive, non-transferable (except as expressly permitted under Section 9.2) license to the Software: (i) to Use, and to permit Authorized Affiliates to Use, the Software solely for their respective internal business operations; and (ii) to reproduce and use, and to permit Authorized Affiliates to reproduce and use, the Documentation in conformity with the Use of the Software. Licensee shall not allow access to the Software (whether through the distribution of copies of Client software or otherwise) by more than the number of customer access licenses specified in the terms of the Applicable Order or Use (or permit the Use of) the Software for any purpose other than for the type of customer access license specified in the terms of the Applicable Order.

1.1.1. Extranet Server. Without limiting any of the terms of Section 1.1, if Licensee purchases a license to the "QlikView® Extranet Server" Software, Licensee 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 Licensee; or (ii) information generated by Licensee on behalf of the Authorized Third Party based on information supplied to Licensee by such Authorized Third Party. Authorized Third Parties shall not be permitted to create, upload, or 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.

1.1.2. QlikView® Server. Without limiting any of the terms of Section 1.1, if Licensee purchases a license to the "QlikView® Server" Software, Licensee may only install QlikView® Server in the geographic territory identified in the terms of the Applicable Order.

1.2. Authorized Third Parties; Authorized Affiliates.

1.2.1. In connection with the Use of the Software by any Authorized Third Party or Authorized Affiliate pursuant to Section 1.1 which are approved in advance in writing by QlikTech, Licensee hereby agrees to: (i) make each such Authorized Third Party and Authorized Affiliate aware of the terms of this Agreement and the Documentation, including, without limitation, the use limitations contained in Sections 1.1.1, 1.1.2 and 1.3; and (ii) monitor and ensure each such Authorized Third Party's and/or Authorized Affiliate's compliance with the terms contained in this Agreement and the Documentation. Any claim for breach by QlikTech of this Agreement based on Use by an Authorized Third Party and/or Authorized Affiliate shall be brought solely by Licensee.

1.3. License Restrictions. Except as otherwise expressly permitted in this Agreement (including but not limited to Sections 1.1 and 1.2 above) and except as otherwise permitted by law, Licensee will not, directly or through others including, without limitation, Users: (i) use, copy, maintain, distribute, sell, transfer, market, sublicense, dispose of or rent the QlikTech Materials (except for transfers of the QlikTech Materials to any third party in connection with an assignment by Licensee as expressly permitted under Section 9.2); (ii) reverse assemble, reverse compile, decompile, disassemble or reverse engineer (except to the extent any such restriction is expressly prohibited by applicable law) or attempt to derive the source code for any of the QlikTech Materials or Third Party Materials; (iii) modify, adapt, create derivative works, translate or port any of the QlikTech Materials or combine or merge any part of the QlikTech Materials with or into any other software or documentation; (iv) offer, use, sublicense or otherwise commercially exploit any of the QlikTech Materials as a revenue-generating product or service to any third party, including without limitation for third party training, nor may it use the Software to provide hosting service bureau, commercial time-sharing, rental, or software as a service (SaaS) services to third parties who are not Users for the purposes of providing those persons or entities with use of the Software; (v) permit the use of the Software or Documentation by third parties, except that Licensee may permit Licensee's Authorized Contractors to Use the Software for Licensee's internal business operations only as described in Section 1.1 above, subject to the limitations on the number and types of customer access licenses specified in the terms of the Applicable Order, so long as Licensee ensures that its Authorized Contractors are bound by appropriate restrictions on nondisclosure of QlikTech's Confidential Information and will Use the Software only in accordance with the Documentation and the terms of this Agreement; (vi) use any Third Party Materials independent of or separated from the QlikTech Materials or (vii) reproduce the Software or Documentation without QlikTech's copyright and trademark notices. Without limiting any of the foregoing, if a serial number, password, license key or other security device is provided to Licensee for use with the Software, Licensee shall not, and will not permit any of its Authorized Affiliates, Authorized Third Parties and/or Authorized Contractors to, share or transfer such security device with or to any other User of the Software or any other third party.

1.4. Third Party Materials. The QlikTech Materials may contain or may be distributed or bundled with certain third party software, data, or other materials (collectively, "**Third Party Materials**"). A list of the Third Party Materials, is included in Appendix A of this Agreement.

1.5. Data Security. If any QlikTech Materials are accessible through the internet or other networked environment, Licensee shall maintain adequate technical and procedural **access controls and system security** requirements and devices, in connection with the QlikTech Materials, necessary for confidentiality, authorization, authentication and virus detection and eradication.

1.6. Retention of Rights. The Software is licensed, not sold. QlikTech and its Affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the QlikTech Materials, 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. Licensee does not acquire any right, title or interest in or to the QlikTech Materials, except as expressly set forth herein, and all such rights are hereby reserved. Licensee will not register, nor attempt to register, any patent or copyright which, in whole or in part, incorporates any QlikTech technology or Intellectual Property Right. In the event that Licensee makes suggestions, improvements or modifications to QlikTech regarding new features, functionality or performance that QlikTech adopts for the QlikTech Materials, such new features, functionality or performance shall be deemed to be automatically assigned and fully paid under this Agreement to, and shall become the sole and exclusive property of QlikTech.

2. Services

2.1. Maintenance Services. Licensee may purchase Maintenance Services specified in the terms of the Applicable Order for Software licensed in accordance with this Agreement for the fees set forth in the terms of the Applicable Order.

2.2. Implementation Services. Licensee may purchase Implementation Services specified in the terms of the Applicable Order for Software licensed in accordance with this Agreement for the fees set forth in the terms of the Applicable Order.

2.3. Training. Licensee may purchase Training specified in the terms of the Applicable Order for Software licensed in accordance with this Agreement for the fees set forth in the terms of the Applicable Order.

3. Fees and Payment Terms

In consideration of QlikTech's provision of Maintenance Services, Implementation Services or Training, Licensee agrees to pay to the applicable partner, the Maintenance Fees set forth in the terms of the Applicable Order, which payments shall be non-refundable, except as otherwise expressly provided in this Agreement, non-creditable and not subject to any right of offset or suspension.

4. Limited Warranty and Disclaimers

4.1. Limited Performance Warranty. Licensee receives a warranty for a period of one hundred twenty (120) days following the Delivery Date (the "**Warranty Period**"), the initial Version of the Software provided to Licensee hereunder (excluding any subsequent Updates thereto) will perform substantially in accordance with the specifications in the applicable Documentation in effect when such Software is first delivered to Licensee, provided that the Software is operated in accordance with the Documentation. Licensee is deemed to accept the Software on the Delivery Date.

4.2. Exceptions. Licensee will have no warranty claim made pursuant to Section 4.1 for alleged any defect or problem with the Software, to the extent that the alleged defect or problem: (i) arises out of any use of the Software by Licensee or its Authorized Affiliates not in accordance with the Documentation; (ii) arises out of any modification or alteration of the Software by anyone other than QlikTech or its authorized contractors; or (iii) arises out of the use of the Software in combination with any other software or equipment not specified in the Documentation as supported by QlikTech. If, notwithstanding the foregoing exceptions, QlikTech chooses in its discretion to correct such a defect or problem with the Software, or otherwise provides Software support not covered by the terms and conditions contained in this Section, such defect resolution or Software support shall be provided only following Licensee's written request and Licensee's approval of all charges, and Licensee shall be invoiced for such support at the rates set forth in the Applicable Order.

4.3. Disclaimers. Licensee agrees that neither the QlikTech Materials nor QlikTech Services nor the QlikTech Software are warranted to: (i) meet the Licensee's or its Authorized Affiliates' requirements; (ii) operate in combination with other hardware or software, except as expressly specified in the Documentation; (iii) operate without interruption or error; or (iv) will fully resolve any particular request for Maintenance of the Software or that such resolution will meet Licensee's or its Authorized Affiliates' requirements or expectations. THE LIMITED WARRANTIES STATED IN SECTION 4.1 SET FORTH THE ONLY REPRESENTATIONS AND WARRANTIES CONCERNING THE QLIKTECH MATERIALS AND THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 4.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE QLIKTECH MATERIALS AND SERVICES AND THIRD PARTY MATERIALS ARE PROVIDED "AS IS", AND QLIKTECH AND ITS AFFILIATES AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND OTHER

TERMS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED (BY STATUTE, COMMON LAW OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO THEIR ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, PERFORMANCE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF QLIKTECH HAS BEEN INFORMED OF SUCH PURPOSE, AND ANY REPRESENTATIONS, EXPRESS OR IMPLIED WARRANTIES OR OTHER TERMS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE QLIKTECH MATERIALS, INCLUDING, WITHOUT LIMITATION, THEIR FEATURES OR FUNCTIONALITY, THE SERVICES OR ANY THIRD PARTY MATERIALS IN ANY COMMUNICATION WITH LICENSEE ARE FOR INFORMATION PURPOSES ONLY AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION OR CONDITION.

5. Limitation of Liability

5.1. Limitations of Liability.

5.1.1. Except for claims relating to death or bodily injury caused by QlikTech's negligence, QlikTech's and its suppliers' and Affiliates' maximum, cumulative liability for any damages arising under this Agreement, regardless of the form of action, whether in contract, tort (including but not limited to negligence or strict liability) or otherwise, shall in no event exceed the amount of fees received by QlikTech for Licensee's Use of the Software during the twelve (12) months preceding such claim.

5.1.2. Except for Licensee's: (i) non-compliance with the use restrictions contained within this Agreement or violation of any of QlikTech's Intellectual Property Rights; (ii) breach of its obligations under Section 7 (Confidentiality); (iii) breach of its obligations under Section 9.4 (Export Controls); (iv) negligence resulting in death or bodily injury; and/or (v) obligation to pay amounts owed to QlikTech hereunder, Licensee's maximum, cumulative liability for damages arising under this Agreement, regardless of the form of action, whether in contract, tort (including but not limited to negligence or strict liability) or otherwise, shall in no event exceed the amount of fees paid or payable by Licensee set forth in the terms of the Applicable Order.

5.1.3. No Consequential Damages. EXCEPT FOR LICENSEE'S: (I) NON-COMPLIANCE WITH THE USE RESTRICTIONS CONTAINED WITHIN THIS AGREEMENT OR VIOLATION OF ANY OF QLIKTECH'S INTELLECTUAL PROPERTY RIGHTS; AND/OR (II) BREACH OF LICENSEE'S OBLIGATIONS PURSUANT TO SECTION 7 (CONFIDENTIALITY) OR SECTION 9.4 (EXPORT CONTROLS), IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR AFFILIATES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS, GOODWILL, REPUTATION OR DATA, INACCURACY OF ANY DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

5.1.4 Nothing herein shall operate to impair or prejudice the U.S. Government's right (a) to recover for fraud or crimes arising out of or relating to this Agreement under any Federal fraud statute, including without limitation the False Claims Act (31 USC §§3729 through 3733) or (b) for any other matter for which liability cannot be excluded by law or (c) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

5.2. Third Party Beneficiaries. Under no circumstances shall any Affiliate of Licensee, Authorized Third Party, Authorized Contractor, or any other person be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement even if such Affiliates of Licensee, Authorized Third Party, Authorized Contractor or other persons are provided access to the QlikTech Materials pursuant to this Agreement.

5.3. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. EACH PARTY HEREBY DISCLAIMS ALL LIABILITY OF ANY KIND ON BEHALF OF ITS LICENSORS AND SUPPLIERS.

6. Term and Termination

6.1. Term. This Agreement is effective as of the date specified by the terms of the Applicable Order and shall continue until terminated pursuant to this Section 6 or the terms of the Applicable Order.

6.2. Effect of Termination. Upon the effective date of termination of this Agreement according to this Section 6, all rights of Licensee, its Authorized Affiliates, Authorized Contractors and/or Authorized Third Parties with respect to the QlikTech Materials shall immediately cease to be of any further force or effect. In addition, Licensee shall certify to QlikTech within ten (10) days following the effective date of such termination that Licensee has destroyed or has returned said materials and all copies thereof. Upon termination of this Agreement, each Party shall certify to the other Party within ten (10) days following the effective date of such termination that it has destroyed or returned all Confidential Information of the other Party. Termination of this Agreement shall not limit either Party from pursuing other remedies available to it nor shall such termination relieve Licensee of its obligation to pay all fees that have accrued prior to the effective date of such termination.

7. Confidentiality

Each Party will protect the other's Confidential Information from unauthorized distribution and use with the same degree of care that each Party uses to protect its own like information, but in no event less than a reasonable degree of care. Neither Party will make the other Party's Confidential Information available in any form to third parties nor use the other Party's Confidential Information except as necessary to exercise its express rights or perform its express obligations under this Agreement. The receiving Party shall not circulate Confidential Information within its own organization or that of its Affiliates except to those employees or consultants who need to know such information in connection with the business relationship between the Parties. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party to the extent that such information is required to be disclosed by the receiving Party as a matter of law; provided that the receiving Party uses all reasonable efforts to provide the disclosing Party with prior notice of such disclosure and to obtain a protective order therefore. The Parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of five (5) years following any termination of this Agreement, provided, however, that Licensee's obligations hereunder shall survive and continue in effect thereafter with respect to any of QlikTech's Confidential Information that continues to be a trade secret under applicable law. All tangible Confidential Information shall be so marked.

8. Audit

During the term of this Agreement and for a period of one (1) year thereafter, upon QlikTech's written request, but no more frequently than once annually, QlikTech or an independent and reputable agent or accounting firm chosen by QlikTech will be provided reasonable access during Licensee's normal business hours to examine Licensee's records and computer equipment as long as all security requirements are met, at QlikTech's expense, for the purpose of auditing Licensee's obligations under this Agreement. QlikTech's written request for audit will be submitted to Licensee at least fifteen (15) days prior to the specified audit date.

9. General Provisions

9.1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings given to them in this Section 9.1.

9.1.1. "**Affiliate**" means any entity which controls, is controlled by, or is under common control with QlikTech or Licensee, 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.

9.1.2. "**Authorized Affiliate**" means any Affiliate, Agency, or Department of Licensee that is authorized by Licensee to Use the Software, but only for so long as it constitutes and Affiliate of Licensee pursuant to Section 9.1.1. Upon request by QlikTech, Licensee agrees to confirm the Affiliate status of any particular entity and/or their authorization to Use the Software.

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

9.1.4. "**Authorized Third Party**" means any non-employee external third party of Licensee located outside of Licensee's firewall that is authorized by Licensee to Use the QlikView® Extranet Server in accordance with Section 1.1.1.

9.1.5. "**Client**" means a software application that invokes, typically via a network protocol, the software functions provided by one or more Servers.

9.1.6. "**Confidential Information**" means all business information disclosed by one Party to the other in connection with this Agreement. Without limiting the generality of the foregoing, Confidential Information shall include QlikTech Confidential Information. Confidential Information does not include information that: (i) enters the public domain through no fault of the receiving Party; (ii) is communicated to the receiving Party by

a third party under no obligation of confidentiality; (iii) has been independently developed by the receiving Party without reference or access to or use of any Confidential Information of the disclosing Party; or (iv) was in the receiving Party's lawful possession prior to disclosure and had not been obtained either directly or indirectly from the disclosing Party.

9.1.7. "**Covered Jurisdiction**" means the United States of America.

9.1.8. "**Delivery Date**" means the date on which both the Software specified in the relevant Order Form is available for download by Licensee from QlikTech's website and QlikTech delivers to Licensee the license keys therefor.

9.1.9. "**Initial Maintenance Period**" means the initial period of Maintenance purchased by Licensee for Software licensed pursuant to this Agreement, which shall commence on the Delivery Date and CONTINUE FOR AN INITIAL PERIOD OF TWELVE (12) MONTHS THEREAFTER.

9.1.10. "**INTELLECTUAL PROPERTY RIGHTS**" MEANS PATENT APPLICATIONS, PATENTS, DESIGN RIGHTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE NAMES, DOMAIN NAME RIGHTS, MASK WORK RIGHTS, SUI GENERIS DATABASE RIGHTS, Rights in know-how and other trade secret rights, and all other intellectual property rights and forms of protection of a similar nature anywhere in the world.

9.1.11. "**Maintenance**" means the maintenance and support services and Updates provided by QlikTech pursuant to its then-current Maintenance policy.

9.1.12. "**QlikTech 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 visual expressions, screen formats, report formats, design features, ideas, methods, algorithms, formulae, and concepts used in the design and all future modifications and enhancements. QlikTech Confidential Information shall also include third party data or information that was disclosed to Licensee under a duty of confidentiality and any information, in whatever form, disclosed or made available by QlikTech to Licensee that relates to or is contained within QlikTech Materials that is not publicly known. All tangible Confidential Information shall be so marked.

9.1.13. "**QlikTech Materials**" means any proprietary materials distributed or made available by QlikTech to Licensee under this Agreement, including but not limited to Software, Documentation, training materials, QlikView® Applications any other deliverables related to Professional Services, but expressly excluding any Third Party Materials.

9.1.14. "**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.

9.1.15. "**Server**" means the specific installed instance of the Software in execution on a given hardware/operating system combination (e.g., Sun/Solaris).

9.1.16. "**Service Release**" means an accumulation of error corrections (patches) to a current Version of the Software that QlikTech elects to make generally available to its customers who have purchased Maintenance. Service Releases are denoted by the numeral to the right of the decimal point (e.g., Version 11, Service Release 2 (or Version 11.2) compared to Version 11, Service Release 3 (or Version 11.3)).

9.1.17. "**Services**" means Maintenance Services, which are provided or made available by QlikTech to Licensee.

9.1.18. "**Software**" means: (i) the initial Version(s) of QlikTech's proprietary software in object code form licensed in accordance with this Agreement; and (ii) subject to Licensee's payment of Maintenance Fees, any Updates thereto made available to Licensee under this Agreement.

9.1.19. "**Update**" means any error corrections (patches), Service Releases and/or Versions, as the context requires, which QlikTech elects to make generally available to its customers at no additional charge who have a current Maintenance contract with QlikTech. Updates do not include new or separate products, including, without limitation, any Versions, which QlikTech offers only for an additional fee to its customers generally, including, without limitation, those customers who have purchased Maintenance.

9.1.20. **“Use”** means to install and execute the Software (in object code form only) to request data, update data, administer any field changes to, or in connection with, the Software, as well as to View the number and types of documents specified in the terms of any Applicable Order, including, without limitation, reports and data as displayed via a QlikView® Application within the Software, all subject to the Documentation, license restriction, non-disclosure and other applicable terms of this Agreement.

9.1.21. **“User”** means any individual employee of Licensee, Authorized Contractor, Authorized Affiliate and/or Authorized Third Party, as the context requires.

9.1.22. **“Version”** means an entirely new version of the Software, which includes new as well as improved features and functionalities from the immediately preceding version of the Software, that QlikTech elects to make generally available to its customers who have purchased Maintenance. Versions are denoted by the numeral to the left of the decimal point (e.g. Version 10.0 compared to Version 9.0).

9.1.23. **“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.

9.2. Assignment. Licensee will not assign or transfer this Agreement or its rights and obligations under this Agreement to any third party. Any attempt by Licensee to assign this Agreement or its rights and obligations hereunder in violation of this Section 9.2 will be null and void.

9.3. Entire Agreement. To the extent permitted by law, this Agreement supersedes all prior or contemporaneous Agreements or representations including, without limitation, all non-disclosure or confidentiality agreements, whether written or oral, concerning the rights and duties of QlikTech and the Licensee of the QlikTech Materials with respect to the Software License. No addition to, or modification of, any provision of this Agreement shall be binding upon QlikTech or the Licensee of the QlikTech Materials unless expressly stated in writing to amend the terms hereof and approved by a duly authorized representative of each Party. Licensee represents and acknowledges that in entering into this Agreement 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 Agreement.

9.4. Export Controls.

9.4.1. Licensee 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**”). Licensee agrees that all actions taken by Licensee in furtherance of fulfillment of this Agreement will be in compliance with applicable Export Control Laws. Licensee agrees to comply with all applicable Export Control Laws. In addition, Licensee agrees that it will not export, re-export, transfer or license any Software to any third 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>).

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

9.5. Compliance with Laws. Licensee agrees at all times to comply with applicable laws and regulations in its performance of this Agreement, including, without limitation, the provisions of the United States' Foreign Corrupt Practices Act (“**FCPA**”).

9.6. Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with U.S. Federal law. Any suit, action or proceeding arising out of or relating to this Agreement shall be resolved by a court or administrative tribunal of competent jurisdiction.

9.7. Notices. All notices and other communications given or made pursuant to this Agreement, whether concerning a breach, violation or termination hereof or otherwise will be in writing and will be delivered: (i) by certified or registered mail; or (ii) by an internationally recognized express courier. All notices or other communications to QlikTech shall be

addressed to: QlikTech Inc., 150 N. Radnor Chester Road, Suite E220, Radnor, PA 19087; Attention: Legal Department. All notices to Licensee shall be sent to the address specified in the Applicable Order.

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

9.9. Severability. If any provision of this Agreement 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 Agreement 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 Agreement may apply or to the laws of which a Party may be or become subject.

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

9.11. Waiver. No term of this Agreement 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.

9.12. Limitation. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action arose.

9.13. US Government Rights: Commercial Computer Software – Use Governed by Terms of Standard Commercial License. If the Software or Documentation is acquired by or on behalf of a unit or agency of the United States Government, Licensee 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 or Documentation are limited by the terms specified in this Agreement, pursuant to FAR 12.212(a) and/or DFARS 227.7202-1(a), as applicable. The Software and Documentation have been developed exclusively at private expense, and have been available for license by members of the public.

Appendix A – Third Party Materials and Terms

List of Third Party Materials and Terms – QlikView Software

Autofac Copyright(c) 2007-2010 Autofac Contributors

Boost C++ template library Copyright(c) 1999-2014 Boost Contributors

Bouncy Castle Cryptos API Copyright(c) 2000-2013 The Legion of the Bouncy Castle Inc.

Cephes Mathematical Function Library Copyright(c) 1984, 1995, 2000 Stephen L. Moshier

CPJNSMTP Copyright(c) 1998-2007 PJ Naughter

iQuery Copyright(c) 2011 John Resig

JS Calendar Copyright (c) Dynarch.com 2002-2005, Mihai Bazon

MiniZip (Vollant) Copyright(c) 1998-2010 Gilles Vollant; 64 bit by Mathias Svensson

MurmurHash Created by Austin Appleby in 2008

PDF-XChange Drivers API SDK Copyright(c) 2001-2007 Tracker Software Products Ltd.

RIPEMD-160 Copyright(c) 1996 Katholieke Universiteit Leuven

Codejock Xtreme Commandbars Copyright(c) 2011 Codejock Software

Zlib Copyright(c) 1995-2013 Jean-loup Gailly, Mark Adler

List of Third Party Materials and Terms – Qlik Sense Software

angular.js Copyright(c) 2010-2014 Google, Inc.

Apache Logging Services: log4net Copyright(c) 2010-2012 Apache Software Foundation

ARSoft.Tools.Net Copyright(c) 2010-2012 Alexander Reinert

Autofac IoC Container Copyright(c) 2007-2012 Autofac Contributors

AWS SDK for .NET Copyright(c) 2009-2013 Amazon.com, Inc. or its affiliates.

Bouncy Castle Cryptos API Copyright(c) 2000-2013 The Legion of the Bouncy Castle Inc.

Chromium Embedded Framework Copyright(c) 2008-2013 Marshall A. Greenblatt

Cephes Math Library Copyright(c) 1984, 1995, 2000 Stephen L. Moshier

CodeMirror Copyright(c) 2013 Marijn Haverbeke and others

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jQuery Encoder Copyright(c) 2010 OWASP

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jQuery UI Touch Punch Copyright(c) 2011 Dave Furfero

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js-sha256 Copyright(c) 2014 emn178@gmail.com

libuv Copyright(c) 2014 Joyent, Inc.

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MVVM Copyright(c) 2009-2014 Laurent Bugnion

NCalc - Mathematical Expressions Evaluator for .NET Copyright(c) 2011 Sebastien Ros

Newtonsoft JSON Copyright(c) 2007 James Newtonking

OpenLayers.js Copyright(c) 2005-2013 OpenLayers Contributors (See authors.txt for full list)

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Exhibit E

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Exhibit F

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