



QLIK CERTIFICATION EXAMINATION ACCESS AND USE AGREEMENT

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2. Acceptance of Terms

This Agreement is entered into by you and Qlik. By accessing the Exam, you are subject to the terms and conditions of the Agreement. If you do not agree to all of the terms and conditions of this Agreement, you should not access or complete the Exam. The terms and conditions of this Agreement shall remain in full force and effect unless terminated as provided for herein.

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4. Prohibited Conduct

You shall not: (i) falsify your identity or impersonate any other person; (ii) cheat, which includes without limitation, providing or accepting improper assistance, as well as access or use unauthorized materials; (iii) engage in disruptive activity while taking the Exam; or (iv) copy, publish, offer to sell, sell, publicly perform or display, distribute in any way or otherwise transfer, modify, make derivative works thereof, reverse engineer, decompile, disassemble or translate any Exam or part thereof.

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IN NO EVENT SHALL QLIK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS, REVENUE, DATA, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF QLIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

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 SUCH QLIK PARTY'S LIABILITY SHALL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

9. Indemnification

You acknowledge and agree you shall indemnify, defend and hold Qlik harmless from any and all damages and reasonable and verifiable costs and expenses (including without limitation reasonable attorneys' fees) that may be incurred by Qlik in connection with or arising out of any claim with respect to your access or completion of the Exam.

10. Relationship of Parties

The relationship between you and Qlik is that of independent contractors. Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture, employment relationship or an agency. You have no authority to act on behalf of Qlik in any matter whatsoever.

11. Privacy Policy

You consent to the collection, processing and storage of your personal information to process your Exam in accordance with the terms of Qlik's Privacy Policy which is located at <http://www.qlik.com/us/info/privacy>. Please note that Qlik's third party vendor Pearson VUE administering the Exam may gather information directly from you, and

you should also review Pearson VUE's privacy policies regarding the collection, processing and storage of your personal information.

12. Termination

Either party may terminate Agreement at any time, with or without cause, by giving 30-days' prior written notice to the other party. Qlik reserves the right to terminate this Agreement for cause and revoke any rights provided to you under the Qlik Certification Program upon written notice to You (sent to your last known mailing and email address) for any breach of this Agreement which remains uncured for 10 days following notice of the breach by Qlik. Upon termination of this Agreement, all rights provided to you under the Qlik Certification Program will automatically terminate, and you shall immediately cease use of any Qlik certificates or logos.

13. 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.