



QLIK® CERTIFICATION EXAM ACCESS AND USE AGREEMENT

THIS QLIK CERTIFICATION EXAM ACCESS AND USE AGREEMENT (“CERTIFICATION AGREEMENT”) GOVERNS YOUR ACCESS AND USE OF THE QLIK CERTIFICATION EXAMINATIONS. IF YOU DO NOT WISH TO BE BOUND BY THIS CERTIFICATION AGREEMENT AND ANY AMENDMENTS OR DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS CERTIFICATION AGREEMENT. BY SELECTING “I AGREE”, TAKING OR ACCESSING THE EXAMINATION OR USING THE EXAMINATION SERVICES, YOU ARE CONSENTING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS CERTIFICATION AGREEMENT.

THE RIGHTS GRANTED TO YOU UNDER THIS CERTIFICATION AGREEMENT SHALL NOT BE EFFECTIVE UNTIL YOU HAVE SUCCESSFULLY PASSED A QLIK CERTIFICATION EXAM.

This Certification Agreement is entered into by and between QlikTech, Inc. and its affiliates (collectively “**Qlik**”), and you, as an individual (“**You**” or “**Your**”) and sets forth the terms and conditions that govern Your participation in the Program.

1. Qlik Certification Program. Qlik Certification Exams have been developed for individuals seeking to attain or maintain certification through the Qlik Certification Program (“Program”). Qlik Certification Examinations include not only the examination questions developed by Qlik, but also any related materials, services, or communications provided to You regarding the Certification Examination (collectively, “Certification Exam(s)” or “Exam(s)”).

2. Certification Designation. Upon successful completion of the Exam, and subject to the terms of the Agreement, Qlik grants to You a personal, non-exclusive, non-transferable, revocable license to use the applicable certification designation on business cards, resumes, letterhead, and social medial platforms. Any Exam is made available to You solely for the purpose of demonstrating competency in the content area referenced in the title of the Exam. You may not use the certification designation in any way that: (a) may be construed to establish an affiliation between Qlik and any third parties other than You; or (b) negatively impacts or harms Qlik’s reputation or goodwill. Qlik retains all rights, title, and interests in the certification designation. You acknowledge that Your use of the certification designation upon successful completion of the Certification Exam is not in any way a warranty or guarantee of Your abilities with regards to the Qlik Products or Services in general or any other offering. You may not suggest or represent that a certification designation is any such warranty or guarantee of Your abilities and any such suggestion or representation shall be void.

3. 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, disclose, reproduce, rent, lease, publish, offer to sell, sell, sublicense, 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 or use the Exam in any way except as expressly set forth herein. You shall not remove or alter any copyright or other proprietary rights notice of Qlik and/or its licensors in or on the Exams.

4. Confidential Information and Ownership. You acknowledge and agree that the Exam is Qlik’s confidential and proprietary information and includes information which has not been made available to the general public. You agree to maintain the confidentiality of the Exam and use no less than reasonable care to avoid disclosure, whether verbally, in writing or in any media, the contents of the Exam. Your confidentiality obligations shall survive the termination of this Certification Agreement.

Except as expressly set forth herein, no license or other rights in or to the Exam are granted or implied under this Certification Agreement, and You acknowledge and agree that You have no right, title, or interest in or to the Exam or any other intellectual property of Qlik, including without limitation, all copyrights, patent rights, trade secret rights, or trademark rights.

All Exams and intellectual property rights associated therewith are and will remain at all times the sole and exclusive property of Qlik and its licensors.

5. Third Party Terms. The Exam is administered and hosted by third party vendors of Qlik. You acknowledge and agree that: (i) Qlik is not responsible for the availability or quality of the Exam testing centers or sites; (ii) You bear all risks associated with the access and taking of the Exam; and (iii) access to the Exam may be subject to acceptance of additional third party terms such as terms that are presented to You by a third party vendor, provided that in no event shall any such third party terms supersede the terms set forth in this Certification Agreement.

6. Personal Information and Privacy. You consent to the collection, processing, and storage of Your personal information to process Your Exam in accordance with the terms of the Qlik Privacy & Cookie Notice which is located at <https://www.qlik.com/us/legal/privacy-and-cookie-notice>.

If You are registering for certain Exams on behalf of other users or personnel, You agree to provide all relevant notices to and obtain any consents from those users required to share the personal information with Qlik, and such notices and consents must sufficiently inform Your users and personnel of the purposes stated in this Agreement.

7. All Rights Reserved. In addition to any other rights and remedies provided by law or this Certification Agreement, Qlik hereby reserves all its rights and remedies arising out of a breach of this Certification Agreement or the infringement of any of Qlik's intellectual property rights.

8. Warranties. Each party warrants that it has, and will maintain, the full legal right and authority to enter into the Agreement and to grant the rights granted by it under the Agreement. QLIK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED TO THE EXAM AND/OR PROGRAM, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Indemnification. You agree to defend, indemnify, and hold harmless Qlik from and against any claims, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) Your use of the Exam, (b) Your breach of any of these terms, or (c) Your violation of the rights of any third party.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL THE QLIK PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING AS A RESULT OF QLIK'S NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OR THE USE OF OR INABILITY TO USE THE EXAM; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE QLIK PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING AS A RESULT OF QLIK'S NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS CERTIFICATION AGREEMENT OR THE USE OF OR INABILITY TO USE THE EXAM EXCEED THE COST OF THE EXAM PAID BY YOU.

11. Export Laws. All Exams are subject to export control laws of various countries, including the laws of the United States. You will not export or provide any Qlik Confidential Information to countries, persons or entities if prohibited by export laws.

12. Termination. Either party may terminate this Certification 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 Certification Agreement for cause and revoke any rights provided 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 breach by Qlik. Upon termination of this Certification Agreement, all rights provided to You under the Qlik Certification Program will automatically terminate, and You shall immediately cease use of any Qlik certifications, badges, or logos.

13. Governing Law. This Certification Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of law principles of such state. The parties hereto

irrevocably consent to the exclusive jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.

14. Severability; Waiver. If any provision of this Certification Agreement shall be deemed unlawful, invalid, or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Certification Agreement. A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

15. Notices. All notices under this Certification Agreement must be in writing and delivered to Qlik by certified or registered mail or by an internationally recognized express courier addressed to Qlik at 211 S. Gulph Rd., Suite 500, King of Prussia, PA 19406 USA, Attention: Legal Department with an electronic copy to CustomerNotices@qlik.com.

16. General. Qlik reserves the right to modify, suspend, or terminate the Program from time to time at its sole discretion and without notice, including without limitation, this Certification Agreement, requirements for Credential, available certifications, and/or Exams, including content and/or format at any time, without notice. This Certification Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning the Program.

17. Acceptance or Rejection of the Certification Agreement. By accessing the Exam, You acknowledge that You are at least 18 years of age, You have the full right and authority to enter into this Certification Agreement, and You accept and agree to be bound by the terms and conditions of this Certification Agreement. **IF YOU DO NOT AGREE, YOU MUST EXIT THE SITE.**