

Blendr.io iPaaS Trial Agreement

THIS TRIAL AGREEMENT GOVERNS CUSTOMER'S USE OF THE BLENDER.IO IPAAS SERVICES (THE "TRIAL SERVICES"). BY CLICKING ON THE ACCEPTANCE BOX OR ACCESSING OR USING THE TRIAL SERVICES, YOU ("CUSTOMER") ACKNOWLEDGE AND AGREE THAT ALL SUCH ACCESS AND USE IS SUBJECT TO THIS AGREEMENT. ANY SUCH ACCESS OR USE WILL CONSTITUTE SUCH ACCEPTANCE AND RESULT IN A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN CUSTOMER AND BLENDR N.V. ("BLENDR"), A DIVISION OF QLIK. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A CORPORATION, PARTNERSHIP, ASSOCIATION OR OTHER ENTITY OR GROUP, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY OR GROUP TO THIS AGREEMENT.

1. Trial Services and Restrictions

- 1.1 Access. Blendr will make the Trial Services, which may include a proof of concept (PoC) available to Customer for its internal business operations on a trial basis free of charge until the earlier of: (a) the end of the Trial Services free trial period; (b) the start date of any purchased service subscription ordered by Customer; or (c) termination by Blendr in its sole discretion (the "Term"). Subject to applicable law, Qlik reserves the right to withdraw, terminate or to modify a free trial or PoC at any time without prior notice and with no liability. ANY DATA ENTERED INTO THE TRIAL SERVICES, AND ANY BLENDS MADE WITHIN THE TRIAL SERVICES BY OR FOR CUSTOMER, DURING A FREE TRIAL MAY BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME OR HIGHER TIER SERVICE AS THOSE COVERED BY THE TRIAL SERVICES.
- 1.2 Restrictions. The rights to use the Trial Services granted hereunder are contingent upon Customer's and its Authorized Users' compliance with this Agreement and the Qlik Acceptable Use Policy. Customer shall not directly or indirectly: (i) make any Trial Services available to anyone other than Customer or its Authorized Users; (ii) use the Trial Services for any production purpose; (iii) offer, use, or otherwise exploit the Trial Services, whether or not for a fee, in any managed service provider offering; platform as a service (PaaS) offering; service bureau; or other similar product or offering; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, or any software, documentation or data related to the Trial Services; (v) modify or make derivative works based upon the Services; (vi) copy or create Internet "links" to the Services or "frame" or mirror" any of the Trial Services; (vii) permit direct or indirect access to or use of any Trial Services or Content in a way that circumvents any usage limit; or (viii) access the Trial Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Trial Services, or (c) copy any ideas, features, functions or graphics of the Trial Services.
- 1.3 General. Customer's registration for, or use of, the Trial Services shall be deemed to be Customer's agreement to abide by this Agreement for itself and on behalf of its Authorized Users, including any materials available on Blendr's website that are incorporated by reference herein, including registration and set up processes and privacy and security policies. Customer shall be directly responsible for any violations of this Agreement by any party that it allows to access the Trial Services including Authorized Users. Blendr shall not be obligated to provide support services for the Trial Services but may elect to provide Trial Services updates in its sole discretion.

2. Customer Responsibilities

- 2.1 Privacy Policy. Customer acknowledges that the Trial Services are hosted by a third-party provider. Customer should refer to the privacy policy posted by such third party at www.aws.amazon.com/privacy, and the policies referred to therein, which shall apply to the Trial Services. Qlik may

remove or update its third-party provider at any time and any such successor provider's privacy policy shall apply to the Trial Services. Blendr's Privacy Policy shall apply to Customer and Authorized User registration and account administration information only and is located at www.qlik.com.

- 2.2 Privacy. Customers are recommended not to store EEA/Swiss/UK personal data (as defined under EU/Swiss/UK relevant law) or any content that may be governed by industry specific legislation in the Trial Services. Qlik is neither the Data Controller nor the Data Processor (as defined under relevant EU/Swiss law) of any personal data inputted by Customer or any Authorized User. If Customer or any Authorized User chooses to input personal data, Customer shall remain solely liable and responsible for complying with applicable privacy laws with respect to Customer's and its Authorized Users' use of the Services and the Content, including but not limited to EU General Data Protection Regulation and any other privacy/data protection obligations in relation to the processing of such Content (including but not limited to the obligations to delete data, process it lawfully, and restrictions regarding transfer outside of the EEA/Switzerland/UK, and responding to data subject access requests). All data and information used by or within the Services may be stored on servers located outside of the EEA/Switzerland/UK, unless options (if available) are selected and used by the Customer to retain the data on relevant servers within the EEA/Switzerland/UK. Further, Customer and Authorized Users are not permitted to store maintain, process or transmit sensitive personal information, including but not limited to financial information, country identifications numbers (such as social insurance, social security, driver's license or passport numbers) or Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in the Trial Services.
- 2.3 Compliance. Customer hereby represents and warrants on behalf of itself and its Authorized Users that (a) it has all of the rights necessary for the uploading, use, display, publishing, sharing and distribution of integrations and blends used in the Trial Services and any data and information contained therein; and (b) the storage, display, publication, performance, integration, use and transmission of such data and/or information through the Trial Services does not violate any law or this Agreement. Customer must promptly notify Blendr in writing of any unauthorized use of all or any portion of the Trial Services. Login credentials are not permitted to be shared among Authorized Users or with any third parties. In the event of any such unauthorized use by any third party that obtained access through Customer or any of its Authorized Users, Customer will immediately notify Blendr and take all steps necessary to terminate such unauthorized use. Customer will provide Blendr with such cooperation and assistance related to any such unauthorized use as Blendr may reasonably request. Customer acknowledges that it is Customer's responsibility to use a secure encrypted connection to communicate with the Trial Services.

2.4 Access to Third Party Sites. Customer is solely responsible to determine which third party web-based applications, services and/or data sources services it connects to the Trial Services. Blendr shall have no liability for any claims relating to third-party web-based applications, services or data sources. Blendr has no control over any third-party application programming interface ("API") or any third-party data which may be used in conjunction with the Trial Services, and shall have no liability for the Connectors if any third-party APIs are changed or discontinued by the respective third parties.

2.5 Third Party Access. If Customer chooses to have a third party access the Trial Services to provide services on its behalf (each, an "Authorized Third Party") Customer acknowledges that Customer, and not Blendr, is solely responsible and liable for (i) the acts and omissions of such Authorized Third Party in connection with the Trial Services and (iii) the issuance, removal and/or deactivation of the credentials issued for such Authorized Third Party. For purposes of this Section 2.4, Authorized Third Parties include Blendr employees accessing the SaaS Services at the request of Customer. For clarity, Customer is expressly prohibited from providing access to the Trial Services to any customers or prospects of Customer.

3. Effect of Termination; Disclaimers, Limitation of Liability

3.1 Upon any termination or expiration of this Agreement, Customer and its Authorized Users' right to access and use the Trial Services shall automatically cease. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

3.2 THE TRIAL SERVICES ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY. BLENDR AND ITS AFFILIATES SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE TRIAL SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE BLENDR AND ITS AFFILIATES MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO THE TRIAL SERVICES SHALL NOT EXCEED \$1,000. WITHOUT LIMITING THE FOREGOING, BLENDR AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT CUSTOMER'S AND/OR ITS AUTHORIZED USERS' USE OF THE TRIAL SERVICES DURING THE TRIAL SERVICES TERM WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO QLIK AND ITS AFFILIATES FOR (A) ANY DAMAGES ARISING OUT OF CUSTOMER'S AND/OR ITS AUTHORIZED USERS' USE OF THE TRIAL SERVICES AND/OR (B) ANY BREACH BY CUSTOMER AND/OR ITS AUTHORIZED USERS OF THIS AGREEMENT.

4 Intellectual Property Rights; Confidentiality

4.1 Proprietary Rights. Blendr (and its affiliates and licensors, as applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Trial Services (or any underlying technology or content within the Trial Services). Further, Customer's license to use and access the Trial Services will be automatically revoked if Customer violates this Agreement in a manner that violates Blendr's or any third party's intellectual property rights. No title or ownership of any proprietary rights related to the Trial Services is transferred to Customer or any Authorized User pursuant to this Agreement. All intellectual property rights not explicitly granted to Customer or any Authorized User are reserved by Blendr. If Customer provides comments,

suggestions, or recommendations to Blendr with respect to the Trial Services (including without limitation with respect to modifications, enhancements, improvements, other changes to the Trial Services) (collectively, the "Feedback"), Customer hereby grants to Blendr a worldwide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Trial Services.

4.2 Confidentiality. Each party will hold in confidence the other Party's Confidential Information and will not disclose or use such Confidential Information except as necessary to exercise its express rights to perform its express obligations hereunder. Any party's disclosure of the other party's Confidential Information may be made only to those of its employees or consultants who need to know such information in connection herewith and who have agreed to maintain the Confidential Information as confidential as set forth herein. Notwithstanding the foregoing, a party may disclose the other party's Confidential Information to the extent that it is required to be disclosed in accordance with an order or requirement of a court, administrative agency or other governmental body, provided that such party, to the extent permitted by law, provides the other Party with prompt notice of such order or requirement in order that it may seek a protective order. Each party's confidentiality obligations hereunder will continue for a period of two (2) years following any termination of this Agreement, provided, however, that each party's obligations will survive and continue in effect thereafter with respect to, and for so long as, any Confidential Information continues to be a trade secret under applicable law.

4.3 "Confidential Information" means non-public information that is disclosed by or on behalf of a party under or in relation to this Agreement that is identified as confidential at the time of disclosure or should be reasonably understood to be confidential or proprietary due to the nature of the information and/or the circumstances surrounding its disclosure. Confidential Information does not include information which, and solely to the extent it: (i) is generally available to the public other than as a result of a disclosure by the receiving party or any of its representatives; (ii) was known to the receiving party prior to the date hereof on a non-confidential basis from a source other than disclosing party or its representatives; (iii) is independently developed by the receiving party without the benefit of any of the disclosing party's Confidential Information; (iv) becomes lawfully known to the receiving party on a non-confidential basis from a source (other than disclosing party or its representatives) who is not prohibited from disclosing the information to the receiving Party by any contractual, legal, fiduciary or other obligation; or (v) was disclosed by the disclosing party to a third party without an obligation of confidence. In any dispute concerning the applicability of these exclusions, the burden of proof will be on the receiving Party and such proof will be by clear and convincing evidence.

5 Definitions

5.1 "Agreement" means collectively all the terms, conditions contained or referenced in this document and all other operating rules, notices, policies and procedures that Blendr or its affiliates may publish from time to time.

5.2 "Authorized User" means an employee of a Customer and (i) who is authorized by Customer to use the Trial Services, and (ii) to whom Customer has supplied a user identification and password.

5.3 "Qlik Acceptable Use Policy" means Qlik's then-current Hosted Services Acceptable Use Policy currently set forth under Legal Policies at www.qlik.com.

6 General

- 6.1 Entire Agreement; Severability; No Waiver; Headings. This Agreement is the entire agreement between Customer and Blendr with respect to the Trial Services, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Blendr and Customer with respect to the Trial Services, including any prior version of this Agreement. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Failure to enforce any part of this Agreement shall not constitute a waiver of any right to later enforce that or any other part of this Agreement. The section and paragraph headings in this Agreement are for convenience only and shall not affect their interpretation.
- 6.2 Governing Law; Jurisdiction. This Agreement is governed by and construed in accordance with the laws of Belgium. Any disputes arising out of or in relation with this Agreement shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with such rules.
- 6.3 Modification. Qlik reserves the right, in its sole discretion, to modify any provision of this Agreement, or to change or update the Trial Services. Customer's continued use of the Trial Services following notification of any such changes constitutes acceptance of those changes.
- 6.4 Statistical Information. Qlik may collect and use certain statistical and usage information relating to the Trial Services, and may share such information with authorized third-party vendors to perform functions on Qlik's behalf. This information may include, but is not limited to sharing statistics, login statistics, session information (e.g., number, duration, error messages, types/number of users, blends, blocks used and API usage) and browser configurations. This information will not include any confidential or personally identifiable information of any Authorized User. The collection and use of this information will be governed by Qlik's Cookie & Privacy Policy.
- 6.5 Force Majeure. Blendr shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Qlik's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
- 6.6 Export Control. Customer agrees at all times to comply with all applicable laws and regulations in its performance of this Agreement, which may include, without limitation, U.S. and E.U. export control laws and regulations, and regulations declared by the U.S. Department of the Treasury Office of Foreign Assets Control, the Council of the E.U. and their counterparts under applicable law ("Export Control Laws"). Customer will indemnify, defend and hold harmless Qlik and its respective officers, agents and employees from and against any and all losses, costs, claims, penalties, fines, suits, judgments and other liabilities (including applicable attorney's fees) arising out of, relating to or resulting from Customer's failure to comply with any Export Control Laws.
- 6.7 Government End-Users. The Trial Services are commercial computer software. If Customer or an Authorized User of the Trial Services is an agency, department or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Trial Services, or any related documentation of any kind, including technical data and manuals, is restricted by this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Trial Services were developed fully at private expense. All other use is prohibited.
- 6.8 Assignment; Relationship between the Parties. This Agreement is not assignable, transferable or sublicensable by Customer except with Qlik's prior written consent. Blendr 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 as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.
- 6.9 Notices. All notices concerning a default, breach or violation of this Agreement by Qlik must be in writing and delivered to Blendr: (a) by certified or registered mail; or (b) by an internationally recognized express courier, and shall be addressed to: c/o Qlik at 211 S. Gulph Rd., Suite 500, King of Prussia, PA 19406 USA, Attention: Legal Department.