



Education Services Product Terms

These Education Services Product Terms ("Education Product Terms") provide a description of the Education Services offerings below. The Education Services offerings are governed by these Education Product Terms and any existing agreement between Qlik and the Customer which governs the provision of education services, or if none, the Consulting and Education Services Terms at www.qlik.com/legal-agreements ("Services Agreement"). In the event of any conflict between the Services Agreement and these Education Services Product Terms, these Education Services Product Terms will prevail. Any reference to Education Terms in a customer agreement shall be deemed to be a reference to the Education Product Terms and the Services Agreement collectively.

1. Training Courses

1.1. Training Course Delivery Options

Qlik currently offers its training courses ("Training Courses") via the following delivery options:

Training Course Delivery Options	Description
(1) Public Classroom	Live public classroom training at a designated Qlik location. Courses are delivered by Qlik authorized instructors.
(2) Private Classroom	Live private classroom training at a designated Qlik location. Courses are delivered by Qlik authorized instructors.
(3) Onsite Classroom	Live private classroom training onsite at Customer's location. Courses are delivered by Qlik authorized instructors.
(4) Virtual Public Classroom	Live virtual public training using online (in the cloud) class environment consisting of live interactive webcasts, hands-on labs and mentoring. Courses are delivered by Qlik authorized instructors.
(5) Virtual Private Classroom	Live virtual private training using online (in the cloud) class environment consisting of live interactive webcasts, hands-on labs and mentoring. Courses are delivered by Qlik authorized instructors live through a virtual environment.
(6) Blended Learning Courses	Virtual Public or Private Classroom and self-placed learning

1.2. Requirements for Onsite Classroom Training Courses

Customer is responsible for compliance with all of the following requirements for all Onsite Classroom Training Courses:

- Maximum number of participants for Onsite Classroom Training Courses is 10 participants.
- Each participant must have a dedicated computer for the duration of the course.
- The course location must be of adequate size (as determined by Qlik) to support the actual number of participants attending the course.
- The course location facility must be equipped with the following:

- (1) Projection equipment, including but not limited to an overhead projector, LCD panel, high-definition television or equivalent display device with a diagonal display area of 40 inches (one meter).
- (2) A projection screen with a diagonal measurement of at least six feet (two meters).
- (3) Room darkening for display purposes to be operated by instructor.
- (4) A blackboard, whiteboard, or flipchart of at least 10 square feet (or one square meter).
- (5) If indicated by Qlik for a particular course, a high-speed Internet connection (wired or wireless), of approximately 1.5Mbps of bandwidth so that all participants may connect in the same room.

2. Training Services

Qlik currently offers the following training services ("Training Services"):

2.1. Qlik Continuous Classroom (Qlik Hosted)

a. Qlik Continuous Classroom (Qlik Hosted) is self-service, on-line learning content hosted by Qlik. Access to Qlik Continuous Classroom (Qlik Hosted) ("QCCQH"), is provided on a subscription basis for the applicable subscription period, selected User type and authorized quantity of Users. Each User must be unique, named user, and User credentials may not be shared among individuals. Subject to the Users' compliance with these Education Terms and the payment of the applicable fees, Qlik grants to such Users a personal, limited, non-assignable, non-exclusive, and non-transferable term license, without the right to sublicense, to access and view QCCQH solely for such Users' personal training and education. "Users" shall mean Customer's employees or FTE contractors. The QCCQH subscription date shall start on the date that Qlik delivers the QCCQH subscription registration to Customer or its authorized reseller.

b. QCCQH for Individuals Users. Each User shall access QCCQH via such User's Qlik Account. User acknowledges and agrees that User's Qlik Account is confidential and nontransferable and may not be shared with any other person or entity. Further, any use of User's ULC to allow or permit another person or entity to access QCCQH shall terminate User's license to QCCQH.

c. Corporate / Full Access Subscriptions

(i) Corporate / Full Access Qlik Continuous Classroom (Qlik Hosted) (Corporate QCCQH). Upon the purchase of Corporate QCCQH, Customer (through its administrator), shall be responsible to enable, via the Qlik Subscription Management Portal ("SMP") for up to the amount of authorized quantity of Users.

(ii) Qlik Continuous Classroom for Professional Users – Basic Subscriptions (QCCPUB). If a Qlik software product subscription includes a subscription to Qlik Continuous Classroom for Professional Users – Basic Subscriptions, Customer (through its administrator), shall be responsible to enable the applicable licensed users via the SMP.

(iii) Customers are fully responsible for the proper use of the SMP, and any use of the SMP allowing or permitting (i) more than the authorized or licensed number of Users and (ii) any person (other than Customer's authorized Users) or entity to access Corporate QCCQH or QCCPUB shall terminate Customer's license to the applicable product.

d. QCCQH may include community forums, office hours, or other interactive features. Such features are provided by Qlik in its sole discretion, and Qlik makes no representation, warranty or covenant about the availability, content or timeliness of any such features. Users should refer to the Usage Guidelines for Qlik Continuous Classroom Interactive Forums for further information.

2.2. Qlik Continuous Classroom (Customer-Hosted)

a. Qlik Continuous Classroom (Customer Hosted) is self-service, on-line learning content hosted by Customer. Qlik Continuous Classroom (Customer Hosted) (QCCCH) is accessible only by the purchase of a QCCCH license by Customer for its Users. Subject to the Users' compliance with these Education Terms and the payment of the applicable fees, Qlik grants to such Customer and its Users a personal, limited, non-assignable, perpetual, non-exclusive, and non-transferable license, without the right to sublicense, to use the videos, exercises, quizzes and instructional materials that are made available by Qlik in QCCCH solely for such Users' personal training and education, Qlik in its discretion shall determine the

content and medium of the components of QCCCH.

b. QCCCH Customers may host QCCCH on a web server or LMS system, provided that Customer is solely responsible for integration and/or implementation efforts for such hosting. Further, Customer is responsible to ensure that any third party hosting entity of QCCCH on its behalf is in compliance with these Education Terms.

c. For clarity, no interactive features, including but not limited to student forums and instructor office hours, are included with QCCCH. Under no circumstances may Customer resell or use QCCCH to offer or provide any training or education (whether or not for fee) to any third party, or to offer any training or education materials, instruction or courses that incorporate or relate in any way to QCCCH to any third party. Customer acknowledges and agrees that it is fully responsible for any changes, modifications, alterations or customizations it makes to QCCCH.

d. Updates to QCCCH are provided by Qlik only upon the purchase of QCCCH updates. QCCCH updates must be purchased within the 90-day period following the 1-year anniversary date of QCCCH purchase or last QCCCH updates purchased. Purchases of QCCCH updates made after such period shall require the purchase of all updates since the date of original QCCCH purchase or last QCCCH updates purchase.

2.3. Talend Academy

a. Talend Academy is self-service, online learning content hosted by Qlik. Access to Talend Academy, is provided on a subscription basis for the applicable subscription period as described on an applicable Order Form. Subject to the Users' compliance with these Education Terms and the payment of the applicable fees, Qlik grants to such Users a personal, limited, non-assignable, non-exclusive, and non-transferable term license, without the right to sublicense, to access and view Talend Academy solely for such Users' personal training and education. "Users" shall mean Customer's employees or FTE contractors. Talend Academy subscriptions begin on the Order Form Start Date and terminate upon the expiration of the subscription period.

(i) **Per Seat Subscription.** Access to Talend Academy with the Per Seat Subscription will be based on the number of seats of Talend Academy purchased on an applicable Order Form.

(ii) **All Users Subscription.** Access to Talend Academy with the All Users Subscription shall be based on (1) The quantity set forth on the Order Form ("per Seat"); (2) Equivalent to the sum of (a) the number of Named Users, (b) the number of Talend Data Catalog Concurrent Consumer Users, (c) two (2) times the number of Talend Data Catalog Concurrent Admin Users, and (d) ten (10) times the number of all Concurrent Users excluding Talend Data Catalog Concurrent Users; or (3) Unlimited, provided that Customer has purchased an Education Services subscription applicable to all Software and Cloud Users and Customer's annual fees for all Software and Cloud Products exceeds \$200,000 (USD).

(iii) **Enhanced Talend Academy Subscription.** In conjunction with an active Talend Academy or Talend Success Subscription, Customer will be provided with a maximum number of "Private Instructor-Led Training Days" quarterly as set forth in the Order Form. Private Instructor-Led Training Days include course delivery from an experienced Talend Instructor as well as access to training materials and hands-on virtual lab environments. A training day is defined to be one calendar day of a course being delivered for up to eight (8) hours of instruction. Training must be conducted between 8:00 AM to 6:00 PM in the local time zone, Monday through Friday, excluding holidays. Course attendance is restricted to ten (10) attendees, unless otherwise agreed in writing with Qlik. Courses may be held online in a virtual environment or in-person onsite. Customer shall reimburse Qlik for all reasonable travel, accommodations, and out-of-pocket Qlik Expenses incurred in connection with any in-person onsite Private Instructor-Led Training Days. Customer must provide Qlik their desired training schedule a minimum of 15 business days in advance of the desired delivery date. Customer must provide Qlik with written notification a minimum of 10 business days prior to the scheduled delivery date to cancel or reschedule an in-person course, and a minimum of 5 business days prior to the scheduled delivery date to cancel or reschedule an online course. Qlik reserves the right to reschedule an online course up to 5 working days prior to the commencement date of the applicable course and an in-person course up to 10 working days prior to the commencement date of the applicable course. Any unused "Private Instructor-Led Training Days" shall expire at the end of each quarter and shall not roll over to subsequent quarters within the Subscription Term. Additional "Private Instructor-Led Training Days" will be subject to a separate written agreement.

2.4. Custom Application Training (CAT) Services

a. Custom Application Training Services are training videos for Customer prepared by Qlik and hosted by Customer. Subject to payment of the applicable fees and Customer's compliance with these Education Terms, Qlik will provide to CAT Customers the training video(s) ("Videos") for Customer's designated Qlik Applications applicable to the level of CAT

Services purchased by Customer. Customer acknowledges that the CAT Services levels designate the number of total content minutes of Videos provided by Qlik, and do not guarantee that any specific number of Videos shall be provided by Qlik. Customer acknowledges that Qlik makes available resources to perform the CAT Services based upon the date of Customer's order. Accordingly, to the extent permitted by law, in the event that the CAT Services have not been completed by Qlik, due to any request by Customer or delay by Customer, by the earlier of (i) six (6) months from the date of the initial kickoff meeting, or (ii) 12 months from Customer's CAT Services order (the "CAT Services Expiration Date"), any amounts Customer has paid for the CAT Services shall expire and shall be forfeited. No refunds shall be provided for any such amounts previously paid, and Qlik shall have no liability to perform, and shall not perform, any CAT Services following the CAT Services Expiration Date.

b. Each Video will be delivered to Customer in a mutually agreed format such as MP4 or html. Customer is responsible to attend a kickoff meeting with Qlik to establish the requirements gathering process for the CAT Services. Customer shall work with Qlik to complete all requirements documents for each Video, which may include in person or on-line or telephone meetings between Customer and Qlik personnel. Further, Customer shall provide access to all Customer business and technical personnel needed for requirements gathering, and shall reasonably cooperate with Qlik in the performance of the CAT Services and shall provide Qlik with the information, feedback, instructions, and access to applicable equipment necessary to enable the timely performance of the CAT Services by Qlik in the manner provided herein. Customer shall be responsible for the completeness and accuracy of all information, data material, logos, trademarks and other intellectual property provided by Customer or its authorized representatives to Qlik. Customer represents and warrants that it has the full legal rights to provide the information, data, material, logos, trademarks, and other intellectual property (collectively, the "Customer Materials") to Qlik for inclusion in, or with respect to, the CAT Services.

c. The CAT Services also include applicable training reference card templates ("Reference Cards"), best practices for launching app and communication ("Launch Kit") and access to Qlik's adoption measurement tools to monitor user adoption metrics (collectively, the "CAT Materials"). Qlik grants to Customer a non-exclusive, non-transferable, non-assignable perpetual license to use each Video and the CAT Materials delivered by Qlik for Customer and its Users' training and informational use. Customer may copy, modify and distribute to its Users the Reference Cards and the Launch Kit for its Users training and informational use. Customer may not, rent, lease, distribute, sell, sublicense, transfer or use with any third party in any way any of the Videos or the CAT Materials. Customer shall not remove or alter any copyright or other proprietary rights notice of Qlik and/or its licensors in or on the Videos or any CAT Materials. All CAT Materials (and the intellectual property rights associated therewith) are and will remain at all times the sole and exclusive property of Qlik and its affiliates and licensors.

d. Qlik grants to Customer a non-assignable, non-transferable and non-exclusive right to access and use the Introduction to Qlik Training Content Videos in the CAT Services Application provided by Qlik solely for such Customer's Users' training and informational use. The foregoing videos may not be reproduced, modified, rented, leased, distributed, sold, sublicensed, transferred or used by any third party. Customer shall not remove or alter any copyright or other proprietary rights notice of Qlik and/or its licensors in or on the Qlik Training Content Videos.

2.5. Blended Learning Courses

a. Blended Learning Courses are training courses consisting of Virtual Live Instructor-Led Training, self-paced modules and access to applicable modules of Qlik Continuous Classroom – Qlik Hosted during the duration of the Blended Learning Course. Blended Training Courses are available as public or private Training Courses.

b. Blended Learning Courses utilize Qlik Cloud. If Customer does not already have a Qlik Cloud tenant ("Customer Tenant"), then upon Customer's request, Qlik shall provide Blended Learning Course participants with access to a limited term tenant on Qlik Cloud ("Training Tenant"). Notwithstanding anything to the contrary set forth in the applicable Qlik Cloud terms of service, Blended Learning Course participants may use the Training Tenant only for instructional purposes in connection with the Blended Learning Course and for no other purposes whatsoever. Any violation of the foregoing or any other provisions of the applicable Qlik Cloud terms of service shall result in the termination of participant's access to the Training Tenant. The Training Tenant and all content included therein will be available to Customer for the duration of the applicable Blended Learning

Course If Customer chooses to use a separately issued Qlik Cloud tenant ("Customer Tenant") for a Blended Learning Course, Customer is responsible to ensure that its subscription for the Customer Tenant is valid for the entirety of the Blended Learning Course term and is solely responsible for the removal of any and all of its own data from the Training Tenant; in no event shall Qlik be responsible for any such data removal.

c. Blended Learning Courses may include forums, live instructor webinars, or other collaborative and/or interactive features (collectively, "Blended Forums"). The Blended Forums will include interaction and collaboration with other Blended Learning Course participants. Accordingly, participants should not use any confidential, non-public, personally-identifiable or sensitive data in connection with Blended Learning Courses. Qlik has no responsibility or liability with respect to any content or data shared or used by any Blended Learning Course participant. Further, in connection with the Blended Learning Course and the Training Tenant, all Blended Learning Course participants must comply with the Qlik Cloud Acceptable Use Policy located at <https://www.qlik.com/us/legal/product-terms>.

d. Applied Data Analytics using Qlik Sense (ADAQS) Blended Learning Course. In addition to the terms in this Section 2.4, the following shall apply to ADAQS Blended Learning Course: The maximum number of participants in a private ADAQS Training Course is fifty (50). Further, to confirm attendance at an ADAQS Training Course, each participant must confirm participation within the Introduction Tab in the Course Materials no later than Week 2 of the course. Upon the earlier to occur of (i) the end of Week 2 of the course or (ii) participant's confirmation, no requests to reschedule participation in a ADAQS Training Course will be permitted.

2.6. QDI and Gold Client Classroom Training

Subject to payment of the applicable fees and Customer's compliance with these Education Terms, Qlik will provide classroom training for up to five (5) participants on applicable Qlik Data Integration ("QDI") products or Qlik Gold Client. Additional classroom days may be purchased. Any multi-day training must be scheduled on consecutive days. Classroom training is payable in advance. In the event that the training has not been scheduled by Customer or completed within 12 months from the date of purchase due to the Customer's delay, the training shall be forfeited with no right of refund. Training will generally follow the description below, but may change at Qlik's discretion based on duration of the training and needs of the customer.

a. **Replicate Training.** Replicate training includes an introduction to Replicate and Enterprise Manager and covers capabilities and features as well as database requirements, installation, tasks, source and target endpoints, troubleshooting, transformations, notifications and command line tools. Hands-on training is included.

b. **QDI for Data Warehouse Automation – Compose Training.** Compose Training includes an introduction to Compose and covers capabilities and features as well as an overview of data warehouse concepts, understanding business requirements, sources, business rules (transformations), installation, configuring connections and authorization, defining data models, mappings and transformations, creating and populating data warehouses and data marts, defining data marts and setting up scheduler and monitoring.

c. **QDI for Data Lake Creation – Compose Training.** Compose Training includes an introduction to Compose and covers capabilities and features as well as data pipeline controls, row level computations and lookup, types of provisioning, automatic schema evolution, archiving, source variables, generated code inspection, hive projects, project tuning, DevOps integration, and Customer specific use cases and general Q&A.

d. **Qlik Gold Client.** Gold Client classroom training is for project team members and includes an overview of the software, support access and portal and software security as well as a software demo, training to enable customer to copy additional data as needed, and access to Gold Client support portal containing all user guides and ability to submit support tickets.

3. Terms and Conditions

3.1. Payment

a. Proof of payment is required for all Education Services. Payment for all Education Services, except for Talend Academy, may be made by pre-

purchased training cards ("Training Cards"). For Education Services other than CAT Services and Talend Academy, payment may also be made by direct credit card payment, or at Qlik's discretion, upon Qlik invoice. If Qlik invoices Customer for any Education Services, such invoices are due and payable by Customer upon receipt. Unless specifically agreed to by the parties, payments shall not be contingent on an issuance of a purchase order by Customer. Late payments shall bear interest from the due date at the rate of the lower of one and one-half percent (1.5%) per month or such lower rate as may be mandated by applicable law. In addition, Qlik will be entitled at its own discretion to withhold further access to Education Services until such payments are made in full. The fees specified under these Education Terms do not include taxes, public fees, duties, deductions or withholdings (collectively, "Taxes"). If Qlik is required to pay or account for any Taxes, then such Taxes shall be borne by Customer (and may be billed to Customer on one or more invoices as applicable, which may be provided following the date of the applicable Training Course or date of registration for Training Services), except for taxes based on Qlik's income. Payments for Education Services are non-refundable and not subject to any right of offset. Any amounts payable by Customer to Qlik under any other agreement or arrangement, including but not limited to license or support fees, are not conditional on the delivery of Education Services hereunder. Customer is responsible for all travel or out-of-pocket expenses incurred by Customer's personnel participating in any Training Course.

b. For all Private and/or Onsite Training Courses, proof of payment is required no later than ten (10) business days prior to the Training Course start date. Failure to provide such prepayment may result in cancellation of the applicable Private and/or Onsite Training Course (and in such event, Customer shall be responsible for payment). For all Training Courses to be held at a non-Qlik location, Customer shall reimburse Qlik for all actual and reasonable travel, lodging and meal expenses incurred by Qlik to deliver such courses (collectively, "Qlik Expenses").

3.2. Training Cards

a. **Purchase and Redemption.** Training Cards are purchased by Customers in the currency of the Customer's location and may only be used by the Customer entity that purchased such Training Card. Training Cards are non-refundable and cannot be exchanged for cash or other Training Cards. A Training Card shall be activated by Qlik upon purchase thereof by Customer, and shall be identified by a specific Training Card number. All Training Courses and Training Services ordered, registered for, or attended on Customer's behalf that are paid for via a Training Card will incur the applicable reduction in the value of such Training Card equal to the value of Training Courses or Training Services ordered at the time of registration or payment. If the applicable charge for a Training Course or Training Service is greater than the unused amount connected with Customer's Training Card, such amount may be applied against such Training Course or Training Service, and Customer shall be responsible for payment of the additional charges for such Training Course or Training Service. If Customer's proposed Private and/or Onsite Classroom Training Course exceeds the maximum number of participants, and Qlik agrees to accommodate any additional participants, the Customer shall be required to pay the additional amount to Qlik for such additional participants in accordance with Section 4.1 of these Terms.

b. **Expiration, Replacement and Non-transferability.** The amounts purchased on any Training Cards are valid for a period of twelve (12) months from date of purchase ("Training Card Term"). All applicable amounts on a Training Card used for Training Courses must be used for Training Courses that occur during the Training Card Term. To the extent permitted by law, and except as otherwise expressly provided herein, at the end of the Training Card Term, any remaining, unused amounts under the applicable Training Card Term shall expire and shall be forfeited. No refunds shall be provided for any remaining, unused value on any Training Card following expiration of the Training Card Term. Customers may add value to any Training Card at any time, provided that a separate Training Card Term shall apply to the new value added to the Training Card. Qlik is not responsible for a lost, expired, or invalid Training Card number. In order to obtain a replacement, Customer must provide valid proof of purchase from Qlik or the Qlik authorized partner from whom Customer obtained the Training Card number. Customer shall have no right to transfer or assign any Training Card to any affiliate or third party.

3.3. Training Courses Availability; Registration of Participants, Cancellation and Rescheduling

a. All Training Courses are subject to space availability and Qlik's

scheduling requirements. Customer shall promptly complete all registration or information forms required for any Training Course. Prior to the start date of any Private or Onsite Training Course, Customer shall provide to Qlik the list of participants scheduled to attend such Training Course. In the event that a scheduled participant is unable to attend a Training Course due to illness or a new role at Customer, or if such participant is no longer employed by Customer, Customer may substitute another participant for such Training Course upon prior written notice to Qlik of such new participant's contact details.

b. Cancellations and requests by Customer to reschedule Public Classroom, Private Classroom, Onsite Classroom, Virtual Private or Virtual Public Classroom Training must be made at least ten (10) business days prior to the applicable Training Course start date in order to receive a full refund (excluding any nonrefundable Qlik Expenses). If Customer has paid by Training Card, such refund shall be credited to Customer's applicable Training Card number. No refunds or credits whatsoever shall be granted in the event such cancellation or rescheduling request is made less than ten (10) business days prior to the start date of the Training Course. Notwithstanding the forgoing, if Customer cancels any public or private training class purchased as part of a bundle combined with other training offerings (such as Qlik Continuous Classroom), the fees attributable to such class shall be placed on a Training Card that shall expire 1 year from the date the bundle was purchased.

c. Qlik reserves the right to reschedule or cancel a Training Course due to low enrollment or if necessitated by an emergency or other unforeseen circumstance. Customer shall be credited for the full amount paid by Customer for such course, which credit may be used before the expiration of the applicable Training Card Term or within ninety (90) days following the date of Qlik's notice of cancellation or rescheduling, whichever is later. Qlik shall not be liable for non-refundable travel arrangements made by Customer in the event of a course rescheduled or cancelled by Qlik or Customer.

3.4. Certification Vouchers

a. **Issuance and Availability.** Each Certification Voucher is valid for one (1) Certification Exam attempt by a named individual, regardless of the final score. Each Certification Voucher is valid for only one (1) Certification Exam attempt and cannot be used more than once. Certification Exams are either (i) Qlik Product certification exams or (ii) Talend Product certification exams, which are only available through Qlik's authorized third party exam providers ("Exam Providers"). Certification Vouchers may be purchased directly from the Exam Providers, purchased directly by Customer, or included as part of a bundled offering purchased by Customer.

b. **Redemption, Replacement and Non-transferability.** Each Certification Voucher must be presented at the time of registration for a Certification Exam. All Certification Vouchers have an expiration date, which is distributed with the Certification Voucher code and are valid only from the date of issuance through such expiration date ("Certification Voucher Term"). Upon the expiration of the Certification Voucher Term, the Certification Voucher shall expire and shall be forfeited. Certification Vouchers may only be applied to Certification Exams and cannot be used for any other Education Services, exchanged for any Training Cards, or redeemed for cash. Qlik is not responsible for any lost, expired, or invalid Certification Vouchers, and no replacements shall be provided. Customer shall have no right to transfer or assign any Certification Voucher to any affiliate or third party.

3.5. Customer Obligations

a. If Qlik is to perform any Education Services at Customer's site or location, Customer shall carry and maintain public liability insurance and employers' liability insurance, covering its employees, suppliers and contractors engaged at its premises, in amounts no less than required by the applicable law. Customer shall be responsible to comply with all of Qlik's policies and procedures that have been identified to Customer, including but not limited to health and safety, access to Qlik's equipment and systems, and confidentiality (collectively, "Qlik Policies" or individually, a "Qlik Policy"). Qlik reserves the right to remove from any Training Course or refuse to admit to any Training Course any participant who is not in compliance with any Qlik Policy.

b. Customer agrees to provide timely feedback to Qlik following completion of each Training Course or applicable Training Service, which may include satisfaction forms, customer surveys or evaluations (collectively, "Feedback"). To the extent that Customer provides any Feedback or any other suggestions, data, information, comments or ideas with respect to Qlik's products and services (individually and collectively "Contributions"),

Customer acknowledges and agrees that any and all Contributions made by Customer or any of its participants shall be deemed the confidential and proprietary property of Qlik. Customer expressly assigns, transfers and conveys all right, title and interest in and to the Contributions to Qlik. Customer agrees that Qlik and its designees will be free to use, copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and licensees, incorporate and otherwise use and exploit the Contributions, including derivative works thereto, for any and all commercial and non-commercial purposes, without any liability or obligation to Customer whatsoever.

3.6. Access to Training Courses; Ownership

a. If required for any Training Course, Qlik shall provide the applicable participants with an evaluation version of the applicable Qlik proprietary software to use during a live public or private classroom Training Course for instructional purposes only (the "Training Software") and such right to use the Training Software shall automatically terminate upon conclusion of the applicable Training Course. Attendance at a Training Course does not entitle any Customer or participant to any license whatsoever to any Qlik Software.

b. In connection with the Training Services or a Training Course, Qlik may distribute to or make available for download by participants Qlik-branded Training Course materials, in printed form or other medium ("Course Materials"). Subject to Customer's compliance with these Education Terms and the payment of the applicable fees, Qlik grants to Customer a personal, limited, non-assignable, non-exclusive, and non-transferable right, without the right to sublicense, to use the Course Materials solely for Customer's personal training and education.

c. Customer may not copy, reproduce, modify, rent, lease, distribute, sell, sublicense, transfer or use in any way except for in accordance with the limited right granted herein the Course Materials, the Training Services, Training Courses or any part thereof. Customer may use the information contained in the Course Materials, the Training Services and the Training Courses solely for education purposes only and may not disclose or make available to any person any information contained therein, except to others who have also rightfully received the same Course Materials, Training Services or Training Courses from Qlik. Except for the limited right to use granted herein, all rights in and to the Training Courses, Training Services and the Course Materials, and all copies thereof, are retained by Qlik and its licensors, including, without limitation, all patent rights, copyrights, trademark rights and trade secret rights. Customer shall not remove or alter any copyright or other proprietary rights notice of Qlik and/or its licensors in or on the Course Materials. All Training Services, Training Courses and Course Materials and the intellectual property rights associated therewith are and will remain at all times the sole and exclusive property of Qlik and its affiliates and licensors, and Customer has no right, title or interest in or to the Training Services Training Courses, Course Materials or the intellectual property associated therewith.

d. Certain Education Services require Customer to have sufficient Internet access. Qlik is not responsible for Customer's inability to access any such Education Services due to User's failure to have adequate Internet or bandwidth capabilities, or for any failure of the Internet or other communications or connectivity networks, or any disruptions or inaccessibility caused by third party sites, software or hardware.

3.7. Verification

Customer understands that Qlik may contact Customer, using the information provided by Customer, and that Qlik may verify such contact information in accordance with Qlik's then current privacy policy. Qlik has no obligation to allow Customer to use or access the Training Services, any Training Course and/or the Course Materials, unless Qlik is satisfied, in its discretion, that Customer is a bona fide trainee, that Customer has all necessary valid Customer licenses, if any, that Customer has paid the applicable fees for use of the Training Services, Training Courses and/or Course Materials, and that the information provided by Customer to Qlik in registering for the Training Services, Training Courses and/or Course Materials is current, accurate and

3.8. General

a. Qlik may assign all or part of the Education Services to be performed hereunder to an affiliate or third party. Qlik retains the right to assign, reassign and substitute personnel at any time. Provided that Qlik has used reasonable efforts to provide a suitable replacement (which shall always be subject to Qlik personnel availability), Qlik shall not be liable in the event of non-availability of any personnel due to death, leave, illness, family emergency, change of position, termination of employment or subcontract,

or other similar reasons.

b. Qlik may at any time and from time to time modify the terms and conditions hereunder, provided that any such modification will be prospective only and not retroactive, that is, any such modification will not affect Education Services or Training Cards purchased prior effective date of such revision.