

# **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 the Consulting and Education Services Terms at <a href="https://www.qlik.com/legal-agreements">www.qlik.com/legal-agreements</a> ("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:
  - 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).
  - A projection screen with a diagonal measurement of at least six feet (two meters).
  - Room darkening for display purposes to be operated by instructor.

- A blackboard, whiteboard, or flipchart of at least 10 square feet (or one square meter).
- 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.

# 1.3. Training Courses Availability; Registration, 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 Learning), 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.

### 2. Training Services

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

#### 2.1. Qlik Learning

a. Qlik Learning is a self-service, on-line learning content platform. Access to Qlik Learning ("Qlik Learning"), 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 Qlik Learning solely for such Users' personal training and education. "Users" shall mean Customer's employees or FTE contractors. The Qlik Learning subscription date shall start on the date that Qlik delivers the Qlik Learning subscription registration to Customer or its authorized reseller.

- b. Qlik Learning for Individuals Users. Each User shall access Qlik Learning 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 username to allow or permit another person or entity to access Qlik Learning shall terminate User's license to Qlik Learning.
- c. Corporate Qlik Learning Unlimited User Subscription ("Corporate Qlik Learning"). Upon the purchase of Corporate Qlik Learning, Customer (through its administrator), shall be responsible to enable, via the Qlik Learning Admin Portal ("LAP") for up to the amount of authorized quantity of Users. Customers are fully responsible for the proper use of the LAP, and any use of the LAP 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 Qlik Learning shall terminate Customer's license to the applicable product.
- d. Qlik Learning may include live webinars and, 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.
- e. Qlik Learning may include virtual machines ("VMs"). Such VMs included in or provided by Qlik Learning shall be used exclusively for training and education purposes. Users may not upload, process, or store sensitive, confidential, or personally identifiable information in the VMs. Qlik Learning VMs have a predefined operational lifespan. Upon the expiration of a subscription for Qlik Learning, VMs will be permanently destroyed, and any data not retrieved before this point will be irretrievable.

### 2.2. Qlik Learning Customer Hosted

- a. Qlik Learning Customer Hosted is self-service, on-line learning content hosted by Customer. Qlik Learning Customer Hosted ("QLCH") is accessible only by the purchase of a QLCH 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 QLCH solely for such Users' personal training and education, Qlik in its discretion shall determine the content and medium of the components of QLCH
- b. QLCH Customers may host QLCH 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 QLCH 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 QLCH. Under no circumstances may Customer resell or use QLCH 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 QLCH to any third party. Customer acknowledges and agrees that it is fully responsible for any changes, modifications, alterations or customizations it makes to QLCH.

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

### 2.3. 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
- 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-transferrable, 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.

## 2.4. Blended Learning Courses<sup>1</sup>

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.glik.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.

#### 2.5. Gold Client Classroom Training

- a. 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 Gold Client products. Additional classroom days may be purchased. Any multiday 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.
- b. 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. Training Cards and Certification Vouchers

#### 3.1. Training Cards

- a. A training card is a closed digital wallet containing a prepaid value that may be used towards Education Services listed in the Education Catalog ("Training Cards"). 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. A Training Card shall be activated by Qlik upon purchase by Customer and identified by a specific Training Card number.
- b. 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 Education Services that occur during the Training Card Term. All Training Courses and Education 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 Education Services ordered at the time of registration or payment. If the applicable charge for a Training Course or Education Service is greater than the unused amount connected with Customer's Training Card, such amount may be applied against such Training Course or Education Service, and Customer shall be responsible for payment of the additional charges for such Training Course or Education Service. 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
- c. Any remaining, unused amounts under the applicable Training Card Term shall expire and shall be forfeited at the end of the Training Card Term. No refunds or exchanges for cash shall be provided for any remaining, unused value on any Training Card following expiration of

<sup>&</sup>lt;sup>1</sup> Blended Courses remain available only to Customers with existing Blended Course licenses.

the Training Card Term. 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.

#### 3.2. Certification Exams

- a. Certification Exams ("Exam(s)") are online examinations comprised of a series of on the job and role-based examination questions to assess a Customer's knowledge of Qlik Products. Exams are administered to Customers seeking to attain or maintain a certification in Qlik Products. It is recommended that Customers have at least six months of experience using Qlik Products prior to taking a Certification Exam.
- b. Purchase; Issuance. Certification Exams are purchased online by

credit card and are hosted, administered, and proctored by Qlik's third party exam providers ("Exam Providers"). Certification Exams may be subject to additional Exam Provider terms and conditions. Each Certification Exam purchase is valid for one (1) Certification Exam attempt by a named individual, regardless of the final score.

c. Certification Designation. The score required to pass each Exam is provided in the applicable Exam's description displayed on Qlik Learning. Upon obtaining a passing score on an Exam, test takers will receive the applicable certification designation which may be used on business cards, resumes, letterhead, and social medial platforms. Exams are made solely for the purpose of demonstrating competency in the content area referenced in the title of the Exam. Customers may not use the certification designation in any way that: (a) may be construed to establish an affiliation between Qlik and any third parties; or (b) negatively impacts or harms Qlik's reputation or goodwill. Customers may not suggest or represent that a certification designation is a warranty or quarantee of a Customer's abilities.