

# License Agreement Climber Qlik Extensions

# 1 License agreement – Climber Qlik Extensions

## 1.1 Terms and Conditions for license of extension products for Qlik Sense®

NOTICE: THIS DOCUMENT APPLIES TO CLIMBER EXTENSIONS. DO NOT USE THE CLIMBER EXTENSIONS IF YOU HAVE NOT READ AND AGREED TO THE FOLLOWING TERMS & CONDITIONS. IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS AND CONDITIONS, YOU MAY NOT USE THE SOFTWARE.

THESE TERMS AND CONDITIONS (the “Agreement”) are entered into between you (the “**Customer**”) and Climber AB, registration number 556721-1890, (“**Climber**”) and apply to the access and use of the extension products for Qlik Sense® (the “**Software**”). By downloading, installing or using the Software the Customer acknowledges and agrees to be bound by the terms and conditions of this Agreement. If you are accepting this Agreement on behalf of a legal entity, you warrant that you are authorised to represent and legally bind it to this Agreement.

This Agreement pertains solely to the use of the Software and to the extent that Customer may execute or may have previously executed an agreement with Climber for other products or services, this Agreement shall not supersede or modify any such other agreement.

## 1.2 Background

Climber is a third-party provider of extensions to the Qlik software.

The Customer has previously entered into an agreement regarding Qlik software. The use of the Climber Extension Software is subject to such valid and legal Qlik license. Climber is not a party to any legal terms provided by Qlik and Customer is solely responsible for identifying, understanding and complying with the relevant Qlik legal terms.

The Software supplied by Climber is an add-on to the Qlik software supplying additional functionality and/or visualisations.

## 1.3 Intellectual property and rights of use

This agreement grants the Customer the right to use the free versions of the Climber Extensions for both personal and commercial use.

Climber reserves all rights including but not limited to all intellectual property rights not expressly granted to Customer in this Agreement. No additional rights (including but not limited to implied licenses or other rights) are granted to the Customer.

The Customer is responsible for using and applying reasonable technical access controls and system security to protect the Software and the related documentation that is provided to the Customer for its effective use. The Customer may not interfere or attempt to interfere in any manner with the functionality or proper performance of the Software, for example, but not limited to, by working around any technical limitations in visualisations, removing logotypes or reverse engineering. Customer may not access or use the Software for any unlawful, harmful or deceptive purpose or in any way that is illegal or promotes illegal activities.

The Customer does not own the right to make copies of the Software, resell, or redistribute the Software. Any changes or alterations to the Software are prohibited.

## 1.4 Support

Support is only provided to customers subscribing Customers as detailed in separate agreement. Support is not provided for any of the free versions of the Software.

## 1.5 Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Climber be liable for any direct or indirect damages of any kind (including but not limited to damages for lost profits, loss of data or other information, use, goodwill) arising out of, based on, or resulting from the Customer's use or inability to use the Software.

Without limitation to the following aspects, Climber shall not be liable for any damages resulting from (a) cost of procuring substitute goods, data, software programs, content or services; (b) unauthorized access to or use of the Customer's accounts; (c) any alteration, corruption, deletion, damage or loss of anything used in connection with the Software; (d) failure to provide accurate or complete information with respect to the Software; (e) any viruses or other disabling features that affect the Customer's online access to or use of the Software; (f) incompatibilities between the Software and other services, software or hardware; (g) any third-party conduct or transmissions or data.

## 1.6 Privacy and Cookies

Climber is committed to protecting your personal data. Personal data collected by Climber is your Qlik Sense only the information (if any) supplied for download of the product.

Climber may use your personal data to communicate with you, provide you with information about Climber Software or updates and for marketing or advertisement reasons.

Climber does not share personal data with third parties.

You have a right to access and rectify your personal data. You may also, for legitimate reasons, object to the processing of your personal data. You may exercise these rights by contacting: [support@climber.eu](mailto:support@climber.eu).

Climber use cookies in the Software only when necessary to support functions in our extensions. No data is shared with Climber from the Software at any time.

## 1.7 Amendments of terms

Climber reserves the right to, at any time, amend the terms and conditions of this Agreement by notification to the Customer. The amendment will come into effect one (1) month after such notice ("**Effective Date**"). The Customer's continued use of the Software after the Effective Date shall constitute Customer's consent to the amendment. If the Customer does not accept the amendment, Customer must notify Climber before the Effective Date. Customer's non-agreement to the amendment constitutes a notice of termination, whereby the Agreement is terminated at the end of the current Subscription Period.

In the event that no contact information to the Customer is supplied. New terms and conditions will come into effect one month after such changes have been released in the download locations for Climber Software.

## 1.8 Warranties

Climber makes no warranties in regards of the Software, including but not limited to that the Software is error free or operates uninterrupted. Climber disclaims any warranty, expressed or implied, including but not limited to non-infringement, merchantability, satisfactory quality and fitness for a particular purpose.

## 1.9 Assignment of agreement

The Customer may not, directly or indirectly, in whole or in part, assign or transfer its rights or obligations under this Agreement unless Climber's prior written consent.

Climber may assign its rights or obligations under this Agreement at any time.

## 1.10 Severability

If any part of this Agreement is held to be unenforceable or invalid, the unenforceable or invalid part shall be construed in accordance with applicable law to the greatest extent possible to reflect the original intent of the Parties, and the remainder of the provisions of this Agreement shall remain in full force and effect.

## 1.11 Governing law and jurisdiction

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm, Sweden.

The language to be used in the arbitral proceedings shall be English unless both parties agree to hold the proceedings in Swedish.

This Agreement shall be governed by the substantive law of Sweden without reference to its principles of conflict of laws.

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