capana

QLIK SENSE EXTENSION

senseCOMMENT

Terms and Conditions

VERSION	LAST UPDATED	PROVIDER
1.0	04/08/2026	Capana ApS

IMPORTANT: Please read these Terms and Conditions (the "Terms") carefully before downloading, installing or using senseCOMMENT. By downloading, installing, activating or otherwise using senseCOMMENT, you (the "Customer") accept these Terms, and they form a binding agreement between the Customer and Capana ApS ("Capana"). If you accept these Terms on behalf of a company or other legal entity, you confirm that you are authorised to bind that entity, and the entity is the Customer under these Terms. If you do not accept these Terms, you may not use senseCOMMENT.

1. Definitions

"Agreement"	means these Terms together with any Order Form, the Data Processing Agreement and any other document expressly incorporated by reference.
"Authorised User"	means an employee, consultant or contractor of the Customer whom the Customer permits to use senseCOMMENT for the Customer's internal business purposes.
"Comments"	means comments, replies, selections, bookmark references, attachments and any other content created, entered or stored by Authorised Users through senseCOMMENT.
"Customer Data"	means Comments and any other data the Customer or its Authorised Users upload to, generate in or process through senseCOMMENT.
"Data Processing Agreement"	means Capana's data processing agreement (databehandleraftale), as published at capana.dk or as otherwise agreed in writing between the parties.
"Documentation"	means the user, installation and technical documentation for senseCOMMENT made available by Capana.
"Error"	means a reproducible failure of senseCOMMENT to perform materially in accordance with the Documentation.
"Order Form"	means an order confirmation, quote, online sign-up or similar document specifying the subscription, number of users, apps or tenants, term and fees.
"Qlik Platform"	means Qlik Sense (Qlik Cloud or client-managed) and any other software or service provided by Qlik or another third party on which senseCOMMENT runs.
"senseCOMMENT"	means Capana's extension for the Qlik Platform, including comment functionality, table and reporting features, the JSON connection to the load script, any associated backend services operated by Capana, the Documentation, and any updates Capana makes available under the subscription.
"Subscription Fees"	means the fees payable for senseCOMMENT as set out in the Order Form or Capana's current price list.
"Subscription Term"	means the initial subscription period stated in the Order Form and any renewal periods.

2. License Grant

2.1 Subject to the Customer's compliance with the Agreement and payment of the Subscription Fees, Capana grants the Customer a non-exclusive, non-transferable, non-sublicensable, time-limited right during the Subscription Term to install and use senseCOMMENT on the Customer's Qlik Platform solely for the Customer's internal business purposes, and within the scope (e.g. number of users, apps or tenants) specified in the Order Form.

2.2 The Customer may permit its Authorised Users to use senseCOMMENT. The Customer is responsible for its Authorised Users' compliance with the Agreement.

2.3 Where a Capana consultant or a reseller installs or configures senseCOMMENT on the Customer's behalf, these Terms still apply to the Customer's use.

3. Restrictions

Except as expressly permitted in the Agreement or by mandatory law, the Customer shall not:

1. sell, rent, lease, sublicense, distribute or otherwise make senseCOMMENT available to any third party;
2. copy, modify, adapt, translate or create derivative works of senseCOMMENT;
3. reverse engineer, decompile or disassemble senseCOMMENT, or attempt to derive its source code, except to the extent such restriction is prohibited by applicable law (including sections 36 and 37 of the Danish Copyright Act);
4. remove or circumvent any license key, technical protection or usage limitation;
5. use senseCOMMENT to provide services to third parties, including as a service bureau, outsourcing or hosting offering, unless agreed in writing with Capana;
6. use senseCOMMENT to store or distribute unlawful, infringing or harmful content, or in breach of applicable law.

4. Installation and the Qlik Platform

4.1 The Customer is responsible for installing senseCOMMENT in accordance with the Documentation, for obtaining and maintaining valid licenses to the Qlik Platform, and for ensuring that its environment meets the system requirements stated in the Documentation.

4.2 senseCOMMENT depends on the Qlik Platform, which is provided by a third party and is not covered by the Agreement. Capana is not responsible for the availability, performance or security of the Qlik Platform, nor for changes made by Qlik that affect senseCOMMENT. Capana will use commercially reasonable efforts to keep senseCOMMENT compatible with currently supported versions of the Qlik Platform, but cannot guarantee compatibility with every future release.

4.3 Updates to senseCOMMENT are included in the subscription. The Customer is responsible for installing updates in client-managed environments. Capana only supports the current version and the immediately preceding version of senseCOMMENT, unless otherwise agreed.

5. Customer Responsibilities

5.1 The Customer shall use senseCOMMENT in accordance with the Documentation and applicable law, and shall promptly report Errors to Capana.

5.2 The Customer is responsible for the content of all Comments made by its Authorised Users, including ensuring that Comments do not contain unlawful content or personal data beyond what is necessary.

5.3 The Customer is responsible for managing user access and permissions in the Qlik Platform, which also governs who can see and create Comments, and for keeping login credentials confidential. The Customer shall notify Capana without undue delay of any known or suspected unauthorised access relating to senseCOMMENT.

6. Intellectual Property

6.1 senseCOMMENT, including all copyrights, trade secrets, trademarks and other intellectual property rights in it, is and remains the property of Capana or its licensors. No rights are transferred to the Customer except the limited license expressly granted in section 2.

6.2 If the Customer or its Authorised Users provide suggestions or feedback on senseCOMMENT, Capana may use such feedback freely without obligation to the Customer.

7. Customer Data

7.1 The Customer retains all rights to Customer Data, including Comments. Capana obtains no ownership of Customer Data.

7.2 Depending on the deployment option chosen by the Customer, Comments are stored either (a) in a cloud environment operated by Capana or its subprocessors within the EU/EEA ("Cloud Storage"), or (b) on a server provided and operated by the Customer ("Customer-Hosted Storage"). Under Cloud Storage, Capana will only access, use or disclose Customer Data as necessary to provide senseCOMMENT and support, as instructed by the Customer, or as required by law. Under Customer-Hosted Storage, the Customer is responsible for the operation, security, backup and availability of that server or database, and Capana will only access Customer Data to the extent the Customer grants such access, for example in connection with support.

7.3 Through the JSON connection to the load script, the Customer can extract its Comments at any time during the Subscription Term. Upon written request made no later than 30 days after termination, Capana will make Customer Data held by Capana available for export in a common machine-readable format.

7.4 Capana will delete Customer Data held by Capana no later than 60 days after termination, unless Capana is required by law to retain it.

7.5 Capana may collect anonymous, aggregated technical and usage data (e.g. version, number of installations, error logs) to operate, support and improve senseCOMMENT. Such data will not identify the Customer or any individual.

8. Data Protection

8.1 Comments may contain personal data, such as the names of Authorised Users and the content of their Comments. The Customer is the data controller for such personal data.

8.2 To the extent Capana processes personal data on behalf of the Customer, Capana acts as data processor, and the Data Processing Agreement applies and forms part of the Agreement. In case of conflict between these Terms and the Data Processing Agreement regarding personal data, the Data Processing Agreement prevails.

8.3 Capana will implement appropriate technical and organisational security measures in accordance with the GDPR, including access control, encryption in transit and at rest where relevant, and regular review of its security measures. No system is entirely secure, and Capana cannot guarantee that senseCOMMENT will be free from security incidents; Capana's liability in this respect is governed by section 15.

8.4 Capana will notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer Data, as further set out in the Data Processing Agreement.

9. Confidentiality

9.1 Each party shall keep confidential all non-public information received from the other party that is designated as confidential or should reasonably be understood as confidential, including Customer Data, the non-public parts of senseCOMMENT and the commercial terms of the Agreement.

9.2 Confidential information may only be disclosed to employees, advisers and subcontractors who need to know it for the purposes of the Agreement and who are bound by equivalent confidentiality obligations, or where disclosure is required by law or by a public authority.

9.3 The obligations in this section do not apply to information that is or becomes publicly available without breach of the Agreement, was lawfully in the receiving party's possession before disclosure, or is independently developed by the receiving party.

9.4 The confidentiality obligations survive termination of the Agreement for three (3) years, and indefinitely for Customer Data and trade secrets.

10. Fees, Payment and Renewal

10.1 The Customer shall pay the Subscription Fees set out in the Order Form. Unless otherwise stated, all prices are in Danish kroner (DKK) and exclusive of VAT and other applicable taxes.

10.2 Subscription Fees are invoiced in advance for each subscription period annually. Payment terms are 30 days net from the invoice date. In case of late payment, Capana may charge interest in accordance with the Danish Interest Act (renteloven) and a statutory reminder fee, and may, after written notice and 14 days' further notice, suspend access to senseCOMMENT until payment is received.

10.3 Subscriptions renew automatically for successive periods of the same length as the initial Subscription Term annually, unless either party gives written notice of non-renewal no later than 30 days before the end of the current period.

10.4 Capana may adjust the Subscription Fees with effect from a renewal date by giving at least 60 days' written notice. Price increases will not exceed 10% per year, unless the increase is due to changes in Qlik's terms, taxes or other circumstances outside Capana's control. If the Customer does not accept a price increase exceeding the annual adjustment in the Danish Net Price Index, the Customer may terminate the subscription with effect from the date the increase takes effect.

10.5 Fees paid are non-refundable, except as expressly stated in section 13.3 or required by mandatory law.

11. Free Trial

11.1 Capana may offer a free trial of senseCOMMENT for a limited period. During a trial, senseCOMMENT is provided "as is" without warranty, support obligations or SLA, and Capana may end the trial at any time.

11.2 Unless the Customer purchases a subscription, the Customer shall uninstall senseCOMMENT at the end of the trial period. Comments created during a trial may be deleted 30 days after the trial ends.

12. Support

12.1 Support is included in the subscription and covers problem determination, verification and resolution (or workaround) of Errors, and guidance on the use of senseCOMMENT. Support does not include consultancy, development of Qlik apps, data modelling or training, which Capana can provide separately at its applicable hourly rates.

12.2 Support requests shall be sent to support@capana.dk. Support is provided on business days, Monday to Friday, 08:00–16:00 Danish time (CET/CEST), excluding Danish public holidays, 24 December and 31 December ("Business Hours").

12.3 Capana will use commercially reasonable efforts to respond within the following initial response times, counted within Business Hours:

SEVERITY	DESCRIPTION	INITIAL RESPONSE TIME
Severity 1	senseCOMMENT is unavailable or Comments cannot be created or viewed by any user	4 business hours
Severity 2	A substantial feature is materially impaired, with no reasonable work-around	1 business day
Severity 3	Minor Errors, cosmetic issues and general questions	3 business days

12.4 Capana has no support obligation for issues caused by: (i) the Qlik Platform or other third-party software or hardware; (ii) use not in accordance with the Documentation or the Agreement; (iii) modifications not made or approved by Capana; (iv) versions of senseCOMMENT that are no longer supported; or (v) Errors that cannot be reproduced.

13. Warranty

13.1 Capana warrants that senseCOMMENT will perform materially in accordance with the Documentation during the Subscription Term when used as permitted under the Agreement.

13.2 The warranty does not apply if the Customer has not notified Capana of the defect within 30 days after it was discovered or should have been discovered, or if the defect is caused by circumstances listed in section 12.4.

13.3 In case of breach of the warranty, Capana will, at its option and expense, either remedy the Error within a reasonable time or, if Capana is unable to do so, terminate the affected subscription and refund the prepaid Subscription Fees for the remaining part of the Subscription Term. This is the Customer's sole remedy for breach of the warranty, without prejudice to section 15.

13.4 Except as expressly stated in the Agreement, senseCOMMENT is provided without any other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose or uninterrupted or error-free operation, to the extent permitted by law.

14. Indemnification

14.1 Capana will defend the Customer against any third-party claim alleging that senseCOMMENT, as delivered by Capana and used in accordance with the Agreement, infringes that third party's copyright, trademark or patent, and will pay damages and costs finally awarded against the Customer or agreed in a settlement approved by Capana, provided that the Customer (i) notifies Capana in writing without undue delay; (ii) gives Capana sole control of the defence and settlement; and (iii) provides reasonable cooperation.

14.2 If senseCOMMENT is, or in Capana's opinion is likely to be, subject to an infringement claim, Capana may at its option obtain the right for the Customer to continue using it, modify it to be non-infringing, or terminate the subscription and refund prepaid fees for the remaining Subscription Term.

14.3 Capana has no obligation under this section for claims arising from modifications not made by Capana, combination with products not supplied by Capana (including the Qlik Platform), use of a superseded version where a current version would have avoided the infringement, or use in breach of the Agreement.

14.4 The Customer will defend and indemnify Capana against third-party claims arising from Customer Data, including the content of Comments, or from the Customer's use of senseCOMMENT in breach of the Agreement or applicable law.

14.5 This section states the parties' entire liability for third-party intellectual property claims.

15. Limitation of Liability

15.1 Neither party is liable for indirect or consequential losses, including loss of profit, revenue, goodwill, business interruption or loss of data, except that Capana remains liable for the costs of restoring Customer Data held by Capana where the loss is caused by Capana's breach of the Agreement.

15.2 Each party's total aggregate liability under or in connection with the Agreement is limited to the Subscription Fees paid by the Customer for senseCOMMENT in the 12 months preceding the event giving rise to the claim.

15.3 The limitations in this section do not apply to liability for gross negligence or wilful misconduct, the Customer's payment obligations, breach of section 3 (Restrictions), or the indemnities in section 14, or to the extent liability cannot be limited under mandatory law.

15.4 The parties acknowledge that the Subscription Fees reflect this allocation of risk.

16. Force Majeure

Neither party is liable for delay or failure to perform its obligations (other than payment obligations) caused by circumstances beyond its reasonable control, including war, terrorism, natural disasters, pandemics, strikes, government actions, sanctions, failures of public power or telecommunication networks, cyberattacks that could not reasonably be prevented, and failures or changes of the Qlik Platform or other third-party services. If a force majeure event continues for more than 60 days, either party may terminate the affected subscription with written notice.

17. Term and Termination

17.1 The Agreement enters into force when the Customer accepts these Terms and continues for the Subscription Term, including renewals, unless terminated in accordance with this section.

17.2 Either party may terminate the Agreement with immediate effect by written notice if the other party materially breaches the Agreement and fails to remedy the breach within 30 days after receiving written notice specifying the breach. Non-payment remaining after the notice in section 10.2 is a material breach.

17.3 Either party may terminate the Agreement with immediate effect if the other party enters bankruptcy, reconstruction, liquidation or a similar insolvency proceeding, to the extent permitted by law.

17.4 Upon termination, the Customer's right to use senseCOMMENT ends, and the Customer shall uninstall senseCOMMENT from its Qlik Platform and delete all copies of the software and Documentation. Sections 7.3–7.4 apply to Customer Data.

17.5 Sections that by their nature are intended to survive termination, including sections 6, 7, 9, 14, 15, 21 and 22, survive termination.

18. Changes to the Terms

Capana may amend these Terms with at least 30 days' written notice to the email address associated with the Customer's subscription. Amendments take effect from the next renewal date unless the change is required by law. If an amendment is materially to the Customer's disadvantage, the Customer may terminate the subscription with effect from the date the amendment takes effect.

19. Communication

By subscribing or starting a trial, the Customer agrees to receive service communications from Capana about the subscription, updates, maintenance and security. Capana may also send information about its products and services in accordance with applicable marketing law; the Customer may opt out at any time via the link in each email or by contacting Capana.

20. Reference Customer

Capana may name the Customer and display its logo as a senseCOMMENT customer in marketing materials, including on capana.dk and in presentations. The Customer may withdraw this permission at any time by written notice to Capana.

21. Miscellaneous

21.1 **Entire agreement.** The Agreement constitutes the entire agreement between the parties regarding senseCOMMENT and supersedes prior agreements and understandings on this subject. Terms in the Customer's purchase orders or similar documents do not apply.

21.2 **Order of precedence.** In case of conflict, the following order applies: (1) the Data Processing Agreement (for personal data), (2) the Order Form, (3) these Terms.

21.3 **Assignment.** The Customer may not assign the Agreement without Capana's prior written consent. Capana may assign the Agreement to a company within its group or in connection with a transfer of the business to which senseCOMMENT belongs, with written notice to the Customer.

21.4 **Subcontractors.** Capana may use subcontractors to fulfil its obligations and remains responsible for their performance. Subprocessors of personal data are governed by the Data Processing Agreement.

21.5 **Severability.** If any provision of the Agreement is held invalid or unenforceable, the remaining provisions remain in force.

21.6 **No waiver.** Failure or delay by either party in exercising a right under the Agreement does not constitute a waiver of that right.

21.7 **Notices.** Notices under the Agreement shall be given in writing, including by email, to the addresses stated in the Order Form or otherwise notified by the parties.

22. Governing Law and Disputes

22.1 The Agreement is governed by Danish law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

22.2 The parties shall seek to resolve any dispute through negotiation. If a dispute cannot be resolved within 30 days, it shall be settled by the Danish courts, with the District Court of Aalborg (Retten i Aalborg) as the court of first instance.

22.3 Notwithstanding the above, either party may seek interim relief, such as an injunction, before any competent court to protect its intellectual property rights or confidential information.

23. Contact

COMPANY
Capana ApS

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