



Maintenance Policy

This Maintenance Policy ("Policy") describes the current practices of Qlik with regard to its provision of technical support and maintenance services to entities that have entered into an Agreement (as defined below) for Qlik's Software (each such entity, a "Licensee").

1. Definitions.

"Affiliate" means any entity which controls, is controlled by, or is under common control with Licensee where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests of such entity, but only for so long as such control exists.

"Agreement" means the Master Software License and Services Agreement, Qlik® User License Agreement or other form of written license agreement for Software between Qlik and Licensee.

"Authorized Affiliate" means any Affiliate of Licensee that is designated by Licensee as authorized to use the Software under the terms of an Agreement.

"Documentation" means the then-current documentation published and made generally available by Qlik for the Software in the form of manuals and function descriptions in printed or electronic form, as the same may be modified by Qlik from time to time.

"Designated Support Engineer" or **"DSE"** means a designated Qlik support resource who acts as Licensee's designated point of contact for all technical support matters.

"DSE Services" means the DSE services to be provided to Licensee pursuant to this Policy if Licensee has purchased DSE services.

"Error" means any verifiable and reproducible failure of the Software to materially conform to the Documentation.

"Initial Response Time" means the period commencing when an Error is first reported by Licensee's Technical Contact(s) in the manner required by this Policy and ending when a member of the Qlik technical support team logs the report and responds to the Technical Contact(s) by telephone, email or through the Support Portal.

"Release Management Policy" means the then-current release management policy for the applicable Software, currently set forth at www.qlik.com/license-terms, as may be modified by Qlik from time to time.

"Self-Service Tools" means the Knowledge Base (Qlik's online database of content and FAQs about the use and support of the Software), white papers, Community Forums, webcasts and other materials available via the Support Portal to Licensees that are current on Maintenance.

"Severity 1 Error" means any Error that has very serious consequences for normal business transactions and urgent, business critical work cannot be performed.

"Severity 2 Error" means any Error that (i) materially degrades the overall performance of the Software or (ii) materially impairs substantial functions of the Software published in the Documentation, but is not a Severity 1 Error.

"Severity 3 Error" means any Error that impairs the performance of the Software, but is not a Severity 1 Error or Severity 2 Error.

"Software" means the applicable Qlik proprietary software in object code form licensed to Licensee under an Agreement.

"Software Family" means a given Qlik software product along with any accessory software that Qlik licenses to operate with such product. For example, QlikView® and Qlik® Sense are separate Software Families.

"Support Portal" means Qlik's online support website currently available at <http://www.qlik.com/support>.

“Support Services” or **“Maintenance”** means the technical support and maintenance services for the Software as described in this Policy. Support Services do not include services performed onsite at any Licensee facility, any professional services or any services not expressly stated in this Policy.

“Technical Contact(s)” means Licensee’s personnel that have been identified in the Agreement, including, but not limited to, in any order form submitted by Licensee pursuant thereto, as the technical contact(s) for Licensee.

“Update” means any type of error correction, including as defined in the Release Management Policy for the applicable Software, which Qlik elects to make generally available to its customers who have a current Maintenance contract with Qlik at no additional charge. Updates do not include new or separate products which Qlik offers only for an additional fee to its customers generally, including, without limitation, those customers who have purchased Support Services.

2. Overview

- 2.1 Qlik will provide Licensee with Support Services for the Software in accordance with this Policy depending upon the level of support coverage purchased by Licensee and subject to Licensee’s timely payment of the applicable Maintenance fees.
- 2.2 The initial Support Services term shall be for one year commencing on the Delivery Date of the applicable Licensee order, unless otherwise stated in the relevant order form. Support Services shall be automatically renewed in advance for successive one (1) year terms, at the then applicable Maintenance Fee, unless Licensee provides Qlik with written notice of non-renewal at least forty-five (45) days prior to the end of the-current annual period. The annual Support Services term for subsequently acquired Software under a single Agreement will be prorated to expire with the then-current annual Support Services term, unless otherwise agreed by Qlik and Licensee. For avoidance of doubt, Licensee is responsible to pay the entire first year’s Maintenance Fee for all subsequently acquired Software regardless of any prorated term. Except as expressly set forth in an Order Form, non-renewal of Support Services shall apply to (i) all Software licensed by Licensee that is within the same Software Family and/or (ii) all Software Families purchased under the same Order Form.
- 2.3 Licensee must purchase the same level of Support Services for all Software licensed within the same Software Family. Licensee may elect to upgrade the level of Support Services at any time but such upgrade must apply to all Software licensed within the same Software Family.
- 2.4 Reinstatement of lapsed Maintenance will be subject to payment by Licensee of (a) the then-current annual Maintenance Fees payable for the 12-month period beginning on the date of reinstatement and (b) the aggregate Maintenance Fees that would have been payable for the relevant Software during the period of lapse in the absence of termination or non-renewal, provided that (i) the combined reinstatement fees are paid within twelve (12) months after the date of the lapse and (ii) Licensee pays Qlik a Maintenance reinstatement fee equal to twenty-five percent (25%) of the total maintenance fees paid or payable to Qlik for all affected Qlik Products licensed by Licensee. Reinstatement beyond this date will be at Qlik’s sole discretion.
- 2.5 Unless otherwise expressly set forth herein, all references in this Policy to response times or communications from Qlik shall only apply during Qlik’s Standard Business Hours, regardless of when a support matter is reported to Qlik. Qlik’s “Standard Business Hours” mean from 08:00 to 17:00, Monday to Friday (excluding national and bank holidays) for the Support Centre in the specific geographic region to which the applicable licenses are assigned in Qlik’s records. By way of non-limiting example, Standard Business Hours for licenses assigned to New York in Qlik’s records would be 08:00 to 17:00, Eastern Time, Monday to Friday (excluding U.S. federal and bank holidays). Times expressed as a number of “business days” include standard business hours. When used in this Policy, “Enterprise Business Hours” means from 08:00 to 17:00 for the Support Centre in the specific geographic region to which the applicable licenses are assigned in Qlik’s records.
- 2.6 Any Support Services provided by Qlik hereunder via telephone will be provided in the English language or, as applicable, such other languages that may be specified on the Support Portal, which list may change from time to time. The availability of support provided in any language other than English is provided at Qlik’s sole discretion and is not guaranteed by Qlik, and will depend on the location of Qlik’s technical support personnel providing such support, including whether or not Licensee is entitled to contact that particular support line based on the type of Support Services purchased and Licensee’s geographic location.

3. Support Levels

3.1 Basic Support Coverage.

3.1.1 Scope of Coverage. Licensees who have purchased “Basic Support Coverage” from Qlik receive access to Qlik’s technical support services for problem determination, verification and resolution (or instruction as to work-around, as applicable), via the Support Portal or a dedicated telephone number provided to Licensee by Qlik. Such technical support is provided during Qlik’s standard business hours. Licensee will also be entitled to receive Updates as well as access to the Support Portal and the Self-Service Tools as part of Basic Support Coverage.

3.1.2 Response Times. Qlik will use commercially reasonable efforts to respond (a) within the Initial Response Times set forth in the table below, to Severity 1 Errors reported by a Technical Contact to Qlik via telephone or (b) within the Initial Response Times set forth in the table below for Severity 2 and Severity 3 Errors that are reported by a Technical Contact to Qlik via telephone or the Support Portal. Qlik will respond to Licensee's Technical Contact by email or telephone or through the Support Portal. Qlik shall use commercially reasonable efforts, consistent with industry practice, to investigate such reports to determine whether there is an Error present. If Qlik determines that an Error is present, Qlik will use commercially reasonable efforts to correct the Error and/or provide a workaround, including, without limitation, by providing Licensee with an Update. Qlik will communicate with Licensee at least once each business day (with respect to any Severity 1 Errors) or otherwise as reasonably necessary based on the nature and type of Error (with respect to Severity 2 Errors and Severity 3 Errors) until the applicable Error is resolved (in accordance with Section 4.1 below) or work-around is provided. All responses and communications from Qlik to Licensee in connection with Qlik's provision of Basic Support Coverage will be provided during Qlik's standard business hours*.

Basic Support Coverage	
Severity Level	Initial Response Time
Severity 1 Error	2 business hours
Severity 2 Error	4 business hours
Severity 3 Error	1 business day

3.2 Enterprise Support Coverage.

3.2.1 Scope of Coverage. Licensees who have purchased "Enterprise Support Coverage" receive, in addition to the elements of Basic Support Coverage described above, unlimited telephone support for Error determination, verification and resolution (or instruction as to work-around, as applicable) twenty-four (24) hours a day, seven (7) days a week, 365 days a year for Severity 1 Errors and 365 days a year during the applicable Enterprise Business Hours for Severity 2 and Severity 3 Errors.

3.2.2 Response Times. Qlik will use commercially reasonable efforts to respond (a) within the Initial Response Times set forth in the table below, to Severity 1 Errors reported by a Technical Contact to Qlik via telephone or (b) within the Initial Response Times set forth in the table below for Severity 2 and Severity 3 Errors that are reported by a Technical Contact to Qlik via telephone or the Support Portal. Qlik will respond to Licensee's Technical Contact by telephone or via the Support Portal. Qlik shall use commercially reasonable efforts, consistent with industry practice, to investigate such reports to determine whether there is an Error present. If Qlik determines that an Error is present, Qlik will use commercially reasonable efforts to correct the Error and/or provide a workaround, including, without limitation, by providing Licensee with an Update. Qlik will communicate with Licensee at least with the frequency set forth in the table below until the Error is resolved (in accordance with Section 4.1 below) or work-around is provided.

Enterprise Support Coverage*		
Severity Level	Initial Response Time	Communication Frequency
Severity 1 Error	30 minutes, 24x7	Every 4 hours, 24x7
Severity 2 Error	1 hour, 8x7	Every day
Severity 3 Error	4 hours, 8x7	Every 2 days

*All severity levels will be initially logged and acknowledged by Qlik during Qlik business hours in the region where the Error is reported. For Severity 1 Errors, provided that Licensee provides Technical Contacts in other regions that are available to help troubleshoot issues, all Errors will be addressed and handed over between regions for as long as the Licensee provides the available Technical Contacts in such region(s).

3.2.3 Support Case Handling. Errors reported by Enterprise Support Licensees shall be given priority case handling in a designated priority support queue. Further, Qlik will assist Enterprise Support Licensees in issue analysis to determine

whether or not the technical issue is related to the third-party hardware or software. In order to isolate the issue, Qlik reserves the right to request that the third-party hardware or software be removed. Qlik may reach out to third-party vendors based on established Technical Support Alliance Network (TSANet) to troubleshoot the issue. TSANet is a vendor-neutral global support alliance where companies work together to support mutual customers more effectively. Qlik will only engage TSANet for Licensees who are using supported configurations.

3.2.4 Update Information. Enterprise Support Licensees may contact Qlik Enterprise Support for information regarding Updates performed by Licensee, such as installation instructions, release documentation, and general guidance for multiple environments.

3.2.5 Qlik Proactive Service.

i. Qlik Real Time Proactive Service (RTPS). The RTPS is an optional service which provides Qlik with real-time information. Licensee authorizes the use of the RTPS on Licensee's production server on which the Software resides in order to: (i) monitor and periodically transmit to Qlik the server's Software utilization statistics and machine logs (collectively, "Logs"); (ii) analyze the Logs to determine anomalies and trends in the performance of the server; and (iii) to provide feedback from Qlik on the performance of the server. RTPS does not monitor, track or view any data that is contained in any Qlik Software applications hosted on the server. Qlik may use the Logs to provide Support Services, analysis and recommendations, and for commercial and marketing purposes, including to develop product enhancements and best practices, recommend ways to optimize the use of Software, provide troubleshooting assistance and suggest products and product configurations to Licensees. Notwithstanding the foregoing, in no event will Qlik disclose or make available any Logs in a manner that reasonably could permit the recipient of such information to determine that such Logs pertained to any particular person or entity.

ii. Qlik Offline Proactive Service (OPS). The OPS provides Qlik with historical information. If Licensees elect not to participate in RTPS, Licensees may, at their option, transmit machine logs from Licensee's production servers and operating system to Qlik via Licensee's preferred method (online service, Qlik FTP, or physical media). Qlik may use the data contained in such logs to provide Support Services, analysis and recommendations, and for commercial and marketing purposes, including to develop product enhancements and best practices, recommend ways to optimize the use of Software, provide troubleshooting assistance and suggest products and product configurations to Licensees. Notwithstanding the foregoing, in no event will Qlik disclose or make available any Logs in a manner that reasonably could permit the recipient of such information to determine that such Logs pertained to any particular person or entity.

iii. Health Check Reports. RTPS and OPS are available only to Enterprise Support Licensees deploying a RTPS/OPS enabled Version of the Software in a production environment. RTPS and OPS are not available for test or development servers. All Enterprise Support Licensees that have elected either RTPS or OPS may receive Health Check Reports using the data received as part of Qlik Real Time Proactive Service or Qlik Offline Proactive Service. The Health Check Reports consist of usage information over a defined period and suggested areas for change or improvement, which are the results of Qlik's analysis of Licensee's machine logs regarding the Qlik Software deployment and operating system.

4. Error Resolution and Escalation.

4.1 An Error is considered to be resolved upon the earlier to occur of the following: (i) Qlik and Licensee mutually agree in writing (including via email) that the issue or problem is resolved; (ii) Qlik has provided Licensee with an Update; (iii) Qlik is able to provide a reasonable and mutually acceptable technical work-around solution; (iv) any of Licensee's Technical Contacts requests that Qlik close the support case; or (v) the support case has been left open for ten (10) consecutive business days, during which period Qlik has not received a response from any of Licensee's Technical Contacts.

4.2 Exclusions. Notwithstanding anything in this Policy to the contrary, Qlik will have no obligation to provide any Support Services in connection with: (i) any issue or problem that Qlik determines is not due to any Error or deficiency in the Software (e.g., without limitation, issues or problems caused by stand-alone third party software products used in conjunction with the Software); (ii) any Errors or problems with the Software that are not reproducible in stand-alone form on non-virtualized hardware; (iii) any Error or problem that is reported by Licensee via any Qlik support telephone number or email address associated with any geographic territory other than the one to which Licensee has been assigned on the Support Portal; or (iv) any Errors or problems with the Software that result from: (a) the use of the Software with software or hardware not designed for use with the operating systems approved by Qlik

in the Documentation; (b) the use of the Software with hardware that does not satisfy the minimum system requirements specified by Qlik in the Documentation; (c) changes, modifications, or alterations to the Software not approved in writing by Qlik or its authorized representatives; (d) use of the Software other than in accordance with the Documentation and the Agreement; (e) use of other than a Supported Version of the Software as defined in the applicable Release Management Policy; or (f) Software provided on an evaluation basis or for which Licensee has not paid any maintenance fees. If Qlik does correct any of the Errors described in subsections (a)-(f) above, or otherwise provides support for Software that is not covered by the terms and conditions contained in this Policy, such Error resolution or Software support will be provided only following Licensee's written request and approval of all charges, and Licensee will be invoiced for such support at Qlik's then-current "time and materials" rates for such services. Without limiting any of the foregoing, Qlik has no obligation to provide support for any third party software, data, or other materials distributed or bundled with the Software. Licensee may elect to purchase Extended Maintenance services on certain non-Supported Versions of the Software by entering into an agreement with Qlik.

4.3 If any Licensee (i) believes that Qlik has failed to meet any of the response and/or communication frequency time frames with respect to any Errors reported to it in accordance with Sections 3.1.2 or 3.2.2, as applicable, or (ii) feels that the quality of the Support Services provided to Licensee by Qlik is not satisfactory, then Qlik encourages such Licensee to escalate the problem to the appropriate level of Qlik management as follows:

Hierarchical Escalation Levels	Notification to Regional Support Manager	Notification to Global Support Director	Notification to Vice President – Global Support	Notification to Global Sales Senior Vice-President
Actions	<ul style="list-style-type: none"> Corrective Measures Resource Allocation Monitoring of Progress Review of Licensee Satisfaction 	<ul style="list-style-type: none"> Corrective Measures Resource Allocation Monitoring of Progress Review of Licensee Satisfaction 	<ul style="list-style-type: none"> Corrective Measures Monitoring of Progress Review of Licensee Satisfaction 	<ul style="list-style-type: none"> Corrective Measures Monitoring of Progress Review of Licensee Satisfaction
Time Frame	Twelve (12) hours	Forty-eight (48) hours	Seventy-two (72) hours	Five (5) business days

Qlik recommends that Licensee-initiated escalation begin at the regional support manager level and proceed upward, using the escalation guidelines shown above for reference, if the actions described in the foregoing chart are not taken to Licensee's reasonable satisfaction within the applicable timeframes.

5. Designated Support Engineer

5.1 Subject to Licensee's timely payment of the applicable DSE fees, and provided that Licensee has purchased Enterprise Support and is current on all Maintenance Fees, then Qlik shall provide the following DSE Services for up to four (4) Licensee Technical Contacts:

- Direct access to a Designated Support Engineer with knowledge of Licensee's environment
- Service Implementation Plan
- Fast-track into R&D for critical bugs
- Weekly Progress Call
- Quarterly on-site visits and service reviews
- Access to beta releases

5.2 DSE Services are supplemental to Support Services, and are not available as a standalone service. The term of the DSE Services shall be for a period of twelve (12) months, commencing on the date that the DSE is assigned to Licensee ("DSE Services Commencement Date"), provided, however, that the DSE Services shall automatically terminate in the event that Support Services are not renewed by Licensee or are otherwise terminated. Provided that Licensee is enrolled in Enterprise Support at the time, Licensee may renew DSE Services upon payment of the applicable DSE fees. For avoidance of doubt, DSE Services are not available for Licensees that are not current on Enterprise Support (including all Basic Support Licensees).

6. Updates

In addition to its obligations under Sections 2 and 3 of this Policy, Qlik will make Updates available to all Licensees with a current Support Services contract, when and if Qlik elects to make them generally commercially available. All Updates provided to any Licensee under this Policy will be made available, at Qlik's discretion, in a form of digital medium, or via the Qlik Software download site. Each Update will be provided together with the associated Documentation, in printed or electronic form, written in English or another language officially supported by Qlik. Unless otherwise agreed in writing by Qlik, Licensee shall be responsible for installation of all Updates.

7. Licensee's Obligations

- 7.1 The Licensee shall: (i) not request, permit or authorize anyone other than Qlik to provide any form of support services in respect of the Software; (ii) cooperate fully with Qlik's personnel in the diagnosis or investigation of any Error or other issue or problem with the Software; (iii) only report Errors to Qlik via the dedicated Qlik support telephone number or email address associated with Licensee's designated geographic territory as set forth on the Support Portal; (iv) be responsible for purchasing, installing and maintaining all hardware and operating systems required to use and support the Software; (v) be responsible for maintaining all third party software not explicitly licensed under the Agreement; and (vi) maintain an email address for electronic mail communications with Qlik.
- 7.2 Licensee's contact with Qlik in connection with Licensee's requests for support and reports of Errors shall be solely through the Technical Contact(s). The Technical Contact(s) shall: (i) serve as the internal contact(s) for Licensee's and its Authorized Affiliates' personnel who are authorized to use the Software per the terms of the Agreement; (ii) be responsible for initiating all requests by, and maintaining all records of, the Licensee and its Affiliates relating to Support Services; (iii) serve as the contact(s) with Qlik on all matters relating to Support Services; and (iv) be responsible for providing information and support, as requested by Qlik, to assist in the reproduction, diagnosis, analysis, and resolution of Errors. The maximum number of Technical Contacts for each Licensee is three (3) for Basic Support Coverage, six (6) for Enterprise Support Coverage, and four (4) for DSE Service, regardless of the number or types of licenses purchased for the Software. Licensee shall ensure that its Technical Contacts comply with any reasonable training requirements for the Technical Contact(s) upon notification by Qlik. Subject to the previous sentence, Licensee may change its Technical Contact(s) by notifying Qlik in writing.
- 7.3 Upon reasonable request by Qlik, Licensee shall provide Qlik a detailed description of its IT system(s) within which the Software operates, together with the basic structure of that system, any operational disruption experienced by Licensee, and the effect of the disruptions on Licensee's operations.
- 7.4 If Licensee desires Qlik to provide support via remote access, Licensee shall ensure that a functioning system enabling Qlik to have remote access to Licensee's technical equipment is installed (subject to Licensee's reasonable security measures and policies) and that satisfactory communication between the parties' computer systems is possible. Licensee agrees to be solely responsible for protecting and backing up its equipment, software and data prior to any such access. Qlik accepts no liability in connection with remote access support.
- 7.5 Licensee will be responsible for primary support of its Authorized Affiliates in connection with their use of the Software in accordance with the terms of the Agreement. Licensee is solely responsible for: (i) distributing all Updates to its Authorized Affiliates; (ii) passing on to its Authorized Affiliates all support materials as appropriate; and (iii) providing software support, including operational instruction, problem reporting and technical advice to its Authorized Affiliates, in each case of (i), (ii) and (iii) above, as necessary to enable the Authorized Affiliate to continue to use the Software as authorized under the Agreement. Licensee will not refer any third party, including without limitation, any of its contractors, authorized end users or any Authorized Affiliate to Qlik for support of Software.
- 7.6 Qlik supports designated operating systems, not specific hardware configurations. If Licensee is running the Software on a virtual environment, Licensee and the virtual environment vendor will be responsible for any interactions or issues that arise at the hardware or operating system layer as a result of the use of a virtual environment. Qlik reserves the right to request Licensees to diagnose certain issues in a native designated operating system environment, operating without the virtual environment, as needed to determine whether the virtual environment is a contributing factor to the issue.
- 7.7 For certain services provided under this Policy, the transmission of machine logs may be required. For avoidance of doubt, Licensee shall not include any business sensitive and/or personal information via such transmissions. Accordingly, Qlik shall not be deemed a Data Processor under EU Data Protection Directive 95/46/EC (as amended) (the "Directive"). However, should Licensee send to Qlik any log files or other information containing personal data, Qlik will (i) comply with the Directive and any relevant national enacting legislation in relation to its treatment of that personal data as required under relevant, applicable law; and (ii) in accordance with Qlik's privacy policies from time to time in effect. Licensee shall take reasonable measures to limit the amount and sensitivity of such data provided to Qlik (by anonymization, for example). Qlik's privacy policies are available to view online at www.qlik.com under "Cookie and Privacy Policy."

8. Changes to Policy

Subject to the Agreement, Qlik reserves the right, at its discretion, to change the Policy at any time based on prevailing market practices and the evolution of Qlik's software products.

9. Disclaimer

THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE SOFTWARE AND MATERIALS AND SERVICES RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICABLE AGREEMENT. THIS POLICY DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.

TO THE EXTENT THERE IS A CONFLICT BETWEEN A TRANSLATED VERSION OF THIS POLICY AND THIS ENGLISH VERSION, THE ENGLISH LANGUAGE VERSION WILL PREVAIL.
