



Support Policy

This Support Policy ("Policy") describes the current practices of Qlik with regard to its provision of Maintenance Services and Support Services as defined below (collectively "Support") to customers with a Support agreement or a subscription which includes Support ("Customer(s)"). Prior versions of this Policy were titled "Qlik Maintenance Policy" and any reference to such Maintenance Policy in any customer agreement shall be deemed a reference to this Policy.

1. Definitions

"Affiliate" means any entity which controls, is controlled by, or is under common control with Customer 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

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

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

"Error" means any verifiable and reproducible failure of a Qlik Product to materially conform to the Documentation.

"Initial Response Time" means the period commencing when an Error is first reported by Customer'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.

"Maintenance Services" means the release of Updates to the applicable Qlik Product, which Qlik elects to make generally available to Customers.

"Product Line" means a group of related products or items, which have common features, functions or branding, and are deployed in a common environment. For example, Professional User and Analyzer User are part of the same Qlik Sense Enterprise product line. Qlik Sense Enterprise and Qlik Sense Business are deployed in different environments and not part of the same Product Line.

"Qlik Cloud Services Offering" refers to any paid SaaS offering deployed on Qlik's cloud.

"Qlik Product" means the applicable Software or Qlik Cloud Services Offering.

"Release Management Policy" means the then-current release management policy for the applicable Software as currently set forth at <http://www.qlik.com/product-terms>, and 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 in the Support Portal to Customers that are current on Support.

"Severity 1 Error" means that the Software is inoperable or not accessible in a production environment or that a Qlik Cloud Services Offering is down or not available due to i) a server-side failure, but not as a result of scheduled maintenance and/or upgrades, or ii) any event beyond the reasonable control of Qlik, including but not limited to any interruption of power, telecommunications or Internet connectivity, and any failure of Customer's internal telecommunications equipment, browser or network configurations, hardware and/or third party software).

"Severity 2 Error" means that major functionality is materially impacted and not working in accordance with the technical specifications in the Documentation or significant performance degradation is experienced so that critical business operations cannot be performed.

"Severity 3 Error" means any Error that is not a Severity 1 Error or Severity 2 Error.

"Software" means the generally available release of Qlik's proprietary software in object code form, as well as the software API, licensed to Customer under an agreement. Software excludes early release, technical preview, beta, free trial or evaluation versions

as well as any extensions, objects, open source projects or code made available without charge on Qlik Branch or other developer forums, and any Qlik products which exclude Support in the terms of use. Software does not include a Qlik Cloud Services Offering.

“Standard Business Hours” mean from 08:00 to 17:00 (8:00 am to 5:00 pm), Monday to Friday (excluding national and bank holidays) for the Support Center in the specific geographic region to which the applicable licenses are assigned in Qlik’s records.

“Support Agreement” means the Qlik® User License Agreement or other written agreement for Software, services or Qlik Cloud Services Offering agreement between Qlik and Customer, which includes the provision of Support Services and/or Maintenance Services.

“Support Portal” means Qlik’s online support website.

“Support Services” means the technical end user support for the Qlik Products as described in this Policy. Support Services do not include services performed onsite at any Customer facility, consulting or education services, Maintenance Services or any services not expressly stated in this Policy.

“Technical Contact(s)” means Customer’s personnel that have been identified in writing by Customer as the technical contact(s) for Customer and authorized to contact Qlik for support.

“Update” means: (i) any Software enhancement, modification or Error correction made available in accordance with the Release Management Policy, which Qlik elects to make generally available to its customers as part of Maintenance Services, or (ii) a subsequent release of a Qlik Cloud Services Offering which Qlik generally makes available for such offering at no additional fee. Updates for Qlik Cloud Services Offerings automatically replace the previous version of the Qlik Cloud Services Offering. For all Qlik Products, Updates do not include new or separate products which Qlik offers only for an additional fee to its customers generally.

2. Overview

2.1 Qlik will provide Customer with Support Services and Maintenance Services for the Qlik Products in accordance with this Policy and the level of coverage purchased by Customer as well as any applicable terms in the agreement for the Software, subject to Customer’s timely payment of the applicable Support fees or subscription fees.

2.2 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 By way of 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.

2.3 Any Support Services provided by Qlik hereunder will be provided in the English language or, as applicable, such other languages that may be specified on the Support Portal, which 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 Customer is entitled to contact that particular support line based on the type of Support Services purchased and Customer’s geographic location.

3. Support Levels

3.1 Enterprise Support Coverage for Software.

3.1.1 Scope of Coverage. Customers with Enterprise Support receive 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 during Qlik’s Standard Business Hours for Severity 2 and Severity 3 Errors.

3.1.2 Support Case Handling. Qlik will assist Enterprise Support Customers 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 in its discretion reach out to third-party vendors based on the 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 Customers who are using supported configurations.

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

3.1.4 Qlik will use commercially reasonable efforts to respond (a) within the initial response time targets set forth in the table below for 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 Customer's Technical Contact by telephone or via the Support Portal. Severity 2 & 3 Errors will be initially logged and acknowledged by Qlik during Qlik's Standard Business Hours in the region where the Error is reported. Provided that Customer provides Technical Contacts in other regions that are available to help troubleshoot issues, all Severity 1 Errors will be addressed and handed over between regions for as long as the Customer provides the available Technical Contacts in such region(s). 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 Customer with an Update. Qlik will communicate with Customer at least with the frequency targets set forth in the table below until the Error is resolved (in accordance with Section 4 below) or a 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*	48 Hours*
Severity 3 Error	4 hours*	Weekly*

*During Standard Business Hours

**For Qlik Products that have been announced as End of Life, Standard Business Hours apply to Response Times and Communication Frequency

3.2 Enterprise Support Coverage for Qlik Cloud Services Offerings

3.2.1 Scope of Coverage. Customers who have purchased a Qlik Cloud Services Offering receive 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 during Qlik's Standard Business Hours for Severity 2 and Severity 3 Errors.

3.2.2 Qlik will report known outages of a Qlik Cloud Services Offering on Qlik's status page, currently located at status.qlikcloud.com ("Status Page"). If a suspected outage is not listed on the Status Page, Customer may contact Qlik to report the suspected outage via the Support Portal. Qlik will respond to such report via the Support Portal, by posting an update on the Status Page or by telephone. Scheduled Maintenance times for Qlik Cloud Services Offerings will be posted on the Support Portal. Qlik endeavors to provide at least forty-eight (48) hours prior posting of any scheduled maintenance for the Qlik Cloud Services.

3.2.3. Qlik will use commercially reasonable efforts to respond (a) within the initial response time targets set forth in the tables below for the applicable Qlik Cloud Services Offerings for 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 Customer's Technical Contact by telephone or via the Support Portal. Severity 2 & 3 Errors will be initially logged and acknowledged by Qlik during Qlik's Standard Business Hours in the region where the Error is reported.

Support Coverage for Qlik Sense Enterprise SaaS		
Severity Level	Initial Response Time	Communication Frequency
Severity 1 Error	30 minutes, 24x7	Every 4 hours, 24x7
Severity 2 Error	1 hour*	48 Hours*
Severity 3 Error	4 hours*	Weekly*

*During Standard Business Hours

Support Coverage for Qlik Sense Business	
Severity Level	Initial Response Time
Severity 1 Error	6 hours 24x7
Severity 2 & 3	1 business day

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 Customer mutually agree in writing that the issue or problem is resolved; (ii) Qlik has provided Customer with an Update; (iii) a technical work-around solution is provided and is reasonable in Qlik's discretion; (iv) Customer requests that Qlik close the support case; or (v) the support case has been left open by the Customer for ten (10) consecutive business days, during which period Qlik has not received a response from any of Customer'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 Qlik Product (including without limitation, issues or problems caused by stand-alone third party software products used in conjunction with the Qlik Product, the Internet or other communications, Customer network or browser matters, or login issues); (ii) use of the Qlik Product other than in accordance with the Documentation and the Agreement; (iii) use of the Qlik Product provided on a trial or evaluation basis or for which Customer has not paid any fees; (iv) any Errors or problems with the applicable Qlik Product that are not reproducible; (v) any Error or problem that is reported by Customer via any Qlik support telephone number or email address associated with any geographic territory other than the one to which Customer has been assigned on the Support Portal; or (vi) 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 with third party operating systems, databases, data sources, network software and client applications that are no longer supported by the related product vendors, or (e) use of other than a Supported Version of the Software as defined in the applicable Release Management Policy. If Qlik does correct any of the Errors described in subsections (a)-(e) above, or otherwise provides support for a Qlik Product that is not covered by the terms and conditions contained in this Policy, such Error resolution or support will be provided only following Customer's written request and approval of all charges, and Customer 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 a Qlik Product.

5. Updates

In addition to its obligations under Sections 2 and 3 of this Policy, Qlik will make Updates available to all Customers with a current subscription or Support Agreement, when and if Qlik elects to make them generally commercially available. All Updates provided to any Customer under this Policy will be made available at Qlik's discretion, in a form of digital medium, or for Software, via the Qlik Software download site. Each Update will be provided together with the associated Documentation written in English or another language officially supported by Qlik. Unless otherwise agreed in writing by Qlik, Customer shall be responsible for installation of all Updates. Qlik is under no obligation to develop any future functionality, programs, services or enhancements.

6. Customer's Obligations

6.1 Customer will provide timely information and access to knowledgeable resources as reasonably required to provide support. Qlik's support obligations shall be excused to the extent Customer fails to cooperate in this regard.

6.2 The Customer shall: (i) not request, permit or authorize anyone other than Qlik (or a Qlik-authorized partner or provider) to provide any form of support services in respect of the Qlik Products; (ii) cooperate fully with Qlik's personnel in the diagnosis or investigation of any Error or other issue or problem with the Qlik Products; (iii) be responsible for purchasing, installing and maintaining all hardware and operating systems required to use and support the Software; and (v) be responsible for maintaining all third party software not explicitly licensed under the Support Agreement.

6.3 Customer's contact with Qlik in connection with Customer's requests for support and reports of Errors shall be solely through its Technical Contact(s). The Technical Contact(s) shall: (i) serve as the internal contact(s) for Customer's and its Authorized Affiliates' personnel who are authorized to use the Qlik Products per the terms of the Support Agreement; (ii) be responsible for initiating all requests by, and maintaining all records of, the Customer and its Authorized 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 Customer is six (6), regardless of the number or types or quantities of licenses purchased for the Software. Customer 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, Customer may change its Technical Contact(s) by notifying Qlik in writing.

6.4 If Qlik is unable to reproduce a problem or the solution requires modifying Software configuration parameters, Qlik may require Customer to provide remote access in order to continue providing support. Customer shall ensure that a functioning system enabling Qlik to have remote access to Customer's technical equipment is installed (subject to Customer's reasonable security measures and policies) and that satisfactory communication between the parties' computer systems is possible. Customer 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. A request for a remote connection will come only after other options are explored.

6.5 Customer will be responsible for primary support of any Authorized Affiliates in connection with their use of the Qlik Product in accordance with the terms of the Agreement. Customer 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 Qlik Product as authorized under the Support Agreement. Customer's Authorized Affiliates, as well as its contractors and third party users, may not contact Qlik directly for support of the Software, unless designated as a Technical Contact by the Customer.

6.6 Qlik supports the Software in designated operating systems as described in the Documentation and not specific hardware configurations. If Customer is running the Software on a virtual environment, Customer 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 Customers 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.*

6.7 Customer is expected to use a non-production environment for development and to conduct sufficient testing before making any updates to production.

6.8 For certain services provided under this Policy, the transmission of machine logs may be required. For avoidance of doubt, Customer shall not include any business sensitive and/or personal information via such transmissions. Accordingly, Qlik shall not be deemed a Data Processor under EU General Data Protection Regulation (as amended) (the "GDPR") in providing support for the Software. However, should Customer send to Qlik any log files or other information containing personal data, Qlik will (i) comply with the GDPR 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. Customer shall take reasonable measures to anonymize such data before providing the data to Qlik. Qlik's privacy policies are available to view online at www.qlik.com under "Cookie and Privacy Policy."

7. Additional Terms

7.1 Support is included in the subscription fee for all subscriptions and provided by Qlik. Customer is required to separately purchase Support on all perpetually licensed Software for a twelve (12) month period beginning on the delivery date of the Software (the "Initial Support Period"). In addition, Customer must maintain support across i) all perpetual licenses within the same Product Line and, ii) all licenses, whether perpetual or subscription, within the same deployment. Customer must be current on Support for all previously purchased licenses in the same Product Line in order to purchase additional licenses. In the event the Customer elects not to renew a Support Agreement for its perpetual licenses, the non-renewal must apply to all licenses within the same Product Line. Notwithstanding the foregoing, any Software or subscriptions purchased as a bundle, package, or special promotion (e.g., enterprise licenses) must be supported together at a uniform level, regardless of whether such Software purchase includes multiple Product Lines.

7.2 Unless otherwise agreed in writing, Support Agreements for perpetually licensed Software shall be automatically renewed for successive twelve (12) month periods (each, a "Support Period") unless Customer provides Qlik with written notice of non-renewal at least forty-five (45) days prior to the end of the-current annual period. Support fees for any additional Software purchases will be prorated to achieve a common annual Support Period with existing licenses, but does not relieve Customer of its payment obligations for the remainder of the Support Period. For avoidance of doubt, Customer is responsible to pay the entire Support Fee for the Initial Support Period on all additional purchases of Software regardless of any proration of Support Fees.

7.3 Reinstatement of lapsed or cancelled Support Agreements for perpetually licensed Software will be subject to payment by Customer of (a) the then-current annual Support Fees payable for the 12-month period beginning on the date of reinstatement and (b) the aggregate Support 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) Customer pays Qlik a Support reinstatement fee equal to twenty-five percent (25%) of the total Support fees payable to

Qlik for all applicable Qlik products licensed by Customer. Reinstatement beyond this date will be at Qlik's sole discretion. Reinstatement fees may be assessed once notice of cancellation or non-renewal is provided, even if a request for reinstatement is provided prior to the expiration of the current Support Period.

7.4 Open Source. Qlik may make certain open source libraries available for use with a Qlik Product as described in the Documentation ("Qlik Libraries"). Qlik Libraries identified at <https://qlik.dev/support> are eligible for support, provided that Qlik shall only be obligated to support: (i) the most current release, (ii) Qlik Libraries which have not been changed, modified or altered in any manner except by Qlik, and (iii) Qlik Libraries used in accordance with the Documentation. Any other open source software leveraging and extending a Qlik Product (an "Extension") and released by Qlik on various online communities is supported solely by the open source community. Extensions, which are developed by Qlik's partners, including certified Extensions, are also not eligible for support under this Policy.

7.5 Qlik may elect to make certain software available free of charge for trial, evaluation or other purposes ("Freeware"). Support for Freeware, if any, will be provided at Qlik's discretion and in accordance with the license terms for such Freeware.

8. Service Levels

8.1 Definitions

- a. "Available" and "Availability" mean that Qlik Sense Enterprise SaaS is accessible by establishment of a connection to the Qlik Cloud Services platform ("Platform") by Customer over the Internet in accordance with the Documentation.
- b. "Cloud Tenant" refers to the named subdomain assigned to Customer on the Platform.
- c. "Uptime" is the calculation of the amount of time in a calendar quarter that the Platform is Available.

8.2 Service Levels.

- a. The service levels ("Service Levels") set forth in this section apply only to the operation of Cloud Tenants confirmed by Qlik to be correctly configured and active. These Service Levels do not apply to any other product or service offered by Qlik, including Qlik Sense Cloud Business.
- b. Quarterly Commitment. The quarterly Uptime percentage for Qlik Sense Enterprise SaaS will be ninety-nine and nine-tenths percent (99.9%) (the "Quarterly Uptime Percentage"). Subject to the exclusions described in Section 8.3 below, Quarterly Uptime Percentage is calculated by subtracting from 100% the percentage of 1-minute periods (or any portion thereof) during any calendar quarter in which Customer's Cloud Tenant(s) is(are) not Available out of the total number of minutes in that calendar quarter. The Quarterly Uptime Percentage will be measured based on the industry standard monitoring and testing tools utilized by Qlik. Reports of Platform Uptime are located at status.qlikcloud.com.

8.3 Exclusions. Any Qlik Sense Enterprise SaaS Availability issues resulting from any of the following will be excluded from Uptime calculations:

- a. regularly scheduled maintenance of Qlik Cloud Services not exceeding two (2) hours per calendar month;
- b. any problems that result from any problems to the extent not caused by Qlik or outside Qlik's reasonable control that result from (i) computing or networking hardware; or (ii) equipment or software under Customer's control; (iii) the Internet; (iv) other issues with electronic communications; or (v) events of force majeure such as natural disaster, war, acts of terror, acts of government, or civil unrest;
- c. any problems that result from Customer's Internet or Internet service providers, VPN issues, email domain server availability or other similar issues;
- d. authentication issues due to changes/issues in Customer's authentication mechanism;
- e. access restrictions caused by a suspension of the Customer's Services User Account access;
- f. Qlik's permitted suspension or termination of Qlik Sense Enterprise SaaS in accordance with the applicable customer agreement;
- g. Customer's breach of its customer agreement for Qlik Sense Enterprise SaaS;
- h. Customer's failure to purchase adequate capacity on Qlik Sense Enterprise SaaS;
- i. Intentional misuse of Qlik Sense Enterprise SaaS Services by Customer; and/or
- j. "Beta," "limited availability" or Early Access Program (EAP) products, features and functions identified as such by Qlik.

8.4 Service Credits

- a. If Qlik does not meet the Quarterly Uptime Percentage with respect to any particular calendar quarter (i.e., the Quarterly Uptime Percentage was below 99.9%), and Customer is negatively impacted thereby, then as Customer's sole and exclusive remedy, and only upon Customer's written request and otherwise in accordance with Section 8.4 b below, Qlik will provide to Customer, with respect to each calendar quarter during which the Quarterly Uptime Percentage was below 99.9%, a service credit

("Service Credit(s)") equal to 25% of the monthly subscription fees for Qlik Sense Enterprise SaaS paid by Customer attributable to the Qlik Sense Enterprise SaaS region(s) experiencing the non-Availability. for each month in such calendar quarter in which the event giving rise to the period of non-Availability occurred.

b. Service Credit Process. To be eligible to receive a Service Credit, Customer must submit a request by sending an email to support@qlik.com within 15 days after the suspected period of non-Availability that is the basis of Customer's Service Credit request. Further, the credit request must include: (a) the dates, times and duration of each incident of purported non-Availability; (b) a detailed description of the events resulting in non-Availability and any documentation that corroborate Customer's claimed outage; (c) the number and location(s) of affected users; and (d) descriptions of Customer attempts to resolve the events resulting in non-Availability at the time of occurrence. Service Credits will be applied to Customer's next annual invoice following the final determination of the request. Customer must reasonably assist Qlik with any problem diagnosis and resolution attempts. Qlik and Customer will work in good faith to resolve any disputes relating to a Customer's Service Credit request.

9. Changes to Policy

Subject to the terms of the Support 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 products and services.

10. Disclaimer

THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE QLIK PRODUCTS 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.