



## Maintenance Policy

This Maintenance Policy ("Policy") describes the current practices of Qlik with regard to its provision of Maintenance Services and Support Services as defined below (collectively "Maintenance") to customers with a Maintenance agreement or a subscription which includes Maintenance ("Licensee(s)"). All Maintenance is subject to payment of applicable fees.

### 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

**"Maintenance Agreement"** means the Qlik® User License Agreement or other written agreement for Software or services between Qlik and Licensee, which includes the provision of Maintenance Services and/or Support Services.

**"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 functional descriptions in printed or electronic form, as 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.

**"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.

**"Maintenance Services"** means the release of Updates to the Software, which Qlik elects to make generally available to Licensees.

**"Release Management Policy"** means the then-current release management policy describing the release cadence for the applicable Software as currently set forth at <http://www.qlik.com/license-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 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 generally available release of Qlik's proprietary software in object code form, as well as the software API, licensed to Licensee 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 Maintenance in the terms of use.

**"Software Family"** means a line of related Software or services provided by Qlik, which share similar functions and may share a common brand. For example, QlikView® and Qlik® Sense are separate Software Families.

**"Support Portal"** means Qlik's online support website available at <http://qliksupport.force.com>.

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

“**Technical Contact(s)**” means Licensee’s personnel that have been identified by Licensee as the technical contact(s) for Licensee.

“**Update**” means any enhancement, modification or Error correction made available in accordance with the Release Management Policy for the applicable Software, which Qlik elects to make generally available to its customers as part of Maintenance Services. 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 Licensee with Maintenance Services and Support Services for the Software in accordance with this Policy and the level of coverage purchased by Licensee as well as any applicable terms in the agreement for the Software, subject to Licensee’s timely payment of the applicable Maintenance fees or subscription fees,
- 2.2 Licensee is required to purchase Maintenance on all Software for a twelve (12) month period beginning on the delivery date of the Software (the “Initial Maintenance Period”). In addition, Licensee must maintain a uniform level of Maintenance across all licenses or subscriptions within the same Software Family. In order to purchase additional Software licenses or subscriptions, Licensee must be current on Maintenance for all previously purchased licenses within the same Software Family. Licensee may elect to upgrade the level of Maintenance at any time during a Maintenance Period, but such upgrade must apply to all Software licensed with the same Software Family. In the event the Licensee elects not to renew Maintenance, the non-renewal must apply to all licenses or subscriptions within the same Software Family. Notwithstanding the foregoing, any Software or subscriptions purchased as a bundle, package, or special promotion (e.g., enterprise licenses) must be maintained together at a uniform level, regardless of whether such Software or subscription purchase includes multiple Software Families, and cancellation of Maintenance by Software Family is not be permitted in such case.
- 2.3 Unless otherwise agreed in writing, Maintenance shall be automatically renewed for successive twelve (12) month periods (each, a “Maintenance Period”) 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. Maintenance fees for any additional Software purchases will be prorated to achieve a common annual Maintenance Period with existing licenses, but does not relieve Licensee of its payment obligations for the remainder of the Maintenance Period. For avoidance of doubt, Licensee is responsible to pay the entire Maintenance Fee for the Initial Maintenance Period on all additional purchases of Software regardless of any proration of Maintenance Fees.
- 2.4 Reinstatement of lapsed or cancelled 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 payable to Qlik for all applicable Qlik products licensed by Licensee. 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 Maintenance Period.
- 2.5 Qlik may elect to make certain software publicly available under an open source license and free of charge on various online communities (“Extensions”). This Policy excludes Maintenance with regard to any Extensions. Support for Extensions is provided solely by the open source community. To the extent Extensions are used in connection with the Software, this Policy provides Maintenance for the Software and Software API only.
- 2.6 Qlik may elect to make certain software available free of charge for trial, evaluation or other purposes (“Freeware”). Maintenance for Freeware, if any, will be provided at Qlik’s discretion and in accordance with the license terms for such Freeware.
- 2.7 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 Center in the specific geographic region to which the applicable licenses are assigned in Qlik’s records. 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. When used in this Policy, “Enterprise Business Hours” means from 08:00 to 17:00 for the Support Center in the specific geographic region to which the applicable licenses are assigned in Qlik’s records.
- 2.8 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 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's 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 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 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.

## 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; (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"> <li>Corrective Measures</li> <li>Resource Allocation</li> <li>Monitoring of Progress</li> <li>Review of Licensee Satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Corrective Measures</li> <li>Resource Allocation</li> <li>Monitoring of Progress</li> <li>Review of Licensee Satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Corrective Measures</li> <li>Monitoring of Progress</li> <li>Review of Licensee Satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Corrective Measures</li> <li>Monitoring of Progress</li> <li>Review of Licensee Satisfaction</li> </ul>
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 stand-alone 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 only available for Licensees who are current on Enterprise Support (and for Licensees with existing DSE Services who continue to renew). DSE Services are provided as a part of Maintenance pursuant to this Policy, and not as a consulting service.

## 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 Maintenance Agreement, 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 its 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 or quantities 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](http://www.qlik.com) under "Cookie and Privacy Policy."

## 8. Changes to Policy

Subject to the terms of the Software 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.