



OEM/MSP Support Policy

This OEM/MSP Support Policy ("Policy") describes the current practices of Qlik with regard to its provision of Support Services and Maintenance Services (collectively, "Support") to entities that have entered into an Agreement (as defined below) for Qlik Products (each such entity, a "Partner"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement. Prior versions of this Policy were titled "Qlik OEM/SaaS/MSP Maintenance Policy" or "OEM/SaaS/MSP Support Policy" and any reference to such policy in any Agreement shall be deemed a reference to this Policy.

1. Definitions.

"Agreement" means the applicable OEM, SaaS, Managed Service Provider (MSP) or other agreement between Qlik and Partner that refers to this Policy.

"Customer" means the third-party customer of Partner.

"Documentation" means the then-current documentation for the applicable Qlik Product, including the product metrics available at www.qlik.com/product-terms, 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 Partner'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 Software, which Qlik elects to make generally available to Partners.

"Partner Offering" means the Partner Solution, OEM Product, Partner Offering, Managed Service, or other product that incorporates or integrates the Qlik Products with the Partner's products or services, as defined in the applicable Agreement.

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

"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.

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

"Severity 1 Error" means that the applicable Qlik Product is inoperable or not accessible in a production environment 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 Partner'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 Partner 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 <https://qlik.dev/> or other developer forums, and any Software 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 Portal" means Qlik's online support website available at <https://support.qlik.com>.

"Support Services" means the technical user support for the applicable Qlik Product as described in this Policy. Support Services do not include services performed onsite at any Partner facility, consulting or education services, Maintenance Services, or any services not expressly stated in this Policy.

"Technical Contact(s)" means the Partner's technical personnel that have been identified in writing by Partner as the technical contacts for Partner and which are 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.

.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 Partner with Support Services and Maintenance Services for the Qlik Products in accordance with this Policy and the level of coverage purchased by Partner (if applicable) as well as any applicable terms in the Agreement, subject to Partner's timely payment of the applicable 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 City 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 Partner is entitled to contact that particular support line based on the type of Support Services purchased and Partner's geographic location.

3. Front-Line Support. The Partner is responsible for providing Front-Line Support for the Partner Offerings to Customers in accordance with best industry standards, and with respect to the applicable Qlik Product contained therein, generally consistent with this Policy, including Appendix 1 hereto.

4. Back-Line Support Overview.

4.1 Qlik's support obligations to Partner under this Policy relate only to Back-Line Support for the Qlik Products. Partner is responsible to provide Front-Line Support for the Partner Offerings (including the Qlik Products contained therein) directly to all Customers. Qlik's obligations under this Policy expressly exclude any direct first or front-line support to Customers, and Qlik shall have no obligation or liability to provide any such support to any Customer. Further, Qlik's support obligations hereunder relate solely to the applicable Qlik Products and Qlik shall have no obligation to support the Partner Offering. Prior to reporting any Error, the Partner is responsible to take all reasonable steps to determine that such issue relates solely to the Qlik Products.

4.2 Qlik's obligations under this Policy are contingent upon Partner's timely payment of the applicable fees set forth in Partner's Agreement and the fulfillment by Partner of its Front-Line Support obligations. Subject to the foregoing, Qlik will use commercially reasonable efforts to provide Partner with Back-Line Support Services, as set forth below, in connection with the applicable Qlik Product distributed or made accessible by Partner to Customers as part of a Partner Offering.

5. Enterprise Back-Line Support Services.

5.1 **Scope of Coverage.** Partners 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..

5.2 **Support Case Handling.** Qlik will assist Partners with Enterprise Support 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 Partners who are using supported configurations.

5.3 **Update Information.** Partners may contact Qlik Support for information regarding Updates performed by Partners, such as installation instructions, release documentation, and general guidance for multiple environments.

5.4 Qlik will use commercially reasonable efforts to respond (a) within the initial response time targets set forth in the tables below with respect to the applicable Qlik Products 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 Partner's Technical Contact by telephone or via the Support Portal. Severity 2 and 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 Partner 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 Partner 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 Partner with an Update. Qlik will communicate with Partner 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 for Qlik Software | | |
|---|-----------------------|-------------------------|
| Severity Level | Initial Response Time | Communication Frequency |
| Severity 1 Error | 30 minutes, 24x7** | Every 4 hours, 24x7** |
| Severity 2 Error | 1 hour* | 72 Hours* |
| Severity 3 Error | 4 hours* | Weekly* |

*During Standard Business Hours

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

| 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

**The Service Level agreement set forth in Appendix 2 hereto applies to Partner's use of Qlik Cloud Services.

5.5 Qlik APIs and Third-Party Integrations.

5.5.1 For purposes of this Section 5 (Enterprise Back-Line Support Services), "Qlik Products" includes Qlik owned APIs and connectors, and will be supported in accordance with Sections 5.1 – 5.3 hereof.

5.5.2 For any third-party APIs, connectors, mashups, and integrations with the Qlik Products ("Third Party Integrations"), Qlik will provide basic troubleshooting (i.e. determining whether the problem is the result of an environmental or configuration problem or an error in the Third-Party Integration. Under no circumstances will Qlik modify any custom code integrating in any way with Qlik Products under this Policy. Any request to modify any Third-Party Integrations must be subject to a Qlik Consulting Services engagement.

5.5.3 Qlik's developer communities located at <https://community.qlik.com> may be useful for Enterprise Support Partners to find additional information about Third Party Integrations.

6. Error Resolution.

6.1 Resolution. An Error is considered to be resolved upon the earlier to occur of the following: (i) Qlik and Partner mutually agree in writing (including via email) that the issue or problem is resolved; (ii) Qlik has provided Partner with an Update; (iii) a technical work-around solution is provided and is reasonable in Qlik's discretion; (iv) Partner 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 Partner's Technical Contacts.

6.2 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 (e.g., without limitation, issues or problems caused by stand-alone third party software products, the Internet or other communications, Partner network or browser matters, or login issues used in conjunction with the Qlik Product); (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 Partner has not paid any fees; (iv) any Errors or problems with the Qlik Product that are not reproducible; (v) any Error or problem that is reported by Partner via any Qlik support telephone number or email address associated with any geographic territory other than the one to which Partner has been assigned on the Support Portal; or (vi) any Errors or problems with the Qlik Product that result from: (a) the use of the Qlik Product with software or hardware not designed for use with the operating systems approved by Qlik in the Documentation; (b) the use of the Qlik Product with hardware that does not satisfy the minimum system requirements specified by Qlik in the Documentation; (c) changes, modifications, or alterations to the Qlik Product not approved in writing by Qlik or its authorized representatives; (d) use of the Qlik Product 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 Release Management Policy; or (f) Qlik Products provided on an evaluation basis or for which Partner has not paid any support fees. If Qlik does correct any of the Errors described in subsections (a)-(f) above, or otherwise provides support for Qlik Products that is not covered by the terms and conditions contained in this Policy, such Error resolution or Qlik Product support will be provided only following Partner's written request and approval of all charges, and Partner 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 Qlik Products.

7. Updates. In addition to its obligations under Sections 4, and 5 of this Policy:(a) Qlik will make Updates to Software available to all Partners with a current Agreement for Software when and if Qlik elects to make them generally commercially available.

All Updates provided to any Partner under this Policy will be made available, at Qlik's discretion and where applicable, in a form of digital medium or via the Qlik Software download site. Unless otherwise agreed in writing by Qlik, Partner shall be responsible for installation of all Updates. The Partner is required to install each Update that in Qlik's sole discretion is required to be corrected for continued receipt of Back-Line Support for the applicable Software. (b) Updates for Qlik Cloud Services Offerings automatically replace the previous version of the Qlik Cloud Services Offering. For all Qlik Cloud Services Offerings, Updates do not include new or separate products which Qlik offers only for an additional fee to its customers generally. (c) Qlik is under no obligation to develop any future functionality, programs, services or enhancements.

8. Partner's Obligations.

8.1 Partner 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 Partner fails to cooperate in this regard.

8.2 Partner 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 required to use and support the Qlik Product; (iv) not permit or authorize any Customer to contact Qlik directly for Support Services, unless expressly agreed in advance by Qlik; and (v) be responsible for maintaining all third party software not explicitly licensed under the Agreement.

8.2 Partner's contact with Qlik in connection with Partner'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 Partner's personnel who are authorized to use the Qlik Product per the terms of the Agreement; (ii) be responsible for initiating all requests by, and maintaining all records of, the Partner 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. Partner agrees to require its Technical Contacts to have a good knowledge of the Qlik Products. The maximum number of Technical Contacts for each Partner is six (6), regardless of the number or types or quantities of licenses purchased for the Qlik Product. Partner agrees to comply with any reasonable training requirements for the Technical Contact(s) upon notification by Qlik. Subject to the previous sentence, Partner may change its Technical Contact(s) by notifying Qlik in writing.

8.4 With respect to Software, if Qlik is unable to reproduce a problem or the solution requires modifying Software configuration parameters, Qlik may require Partner to provide remote access in order to continue providing support. Partner shall ensure that a functioning system enabling Qlik to have remote access to Partner's technical equipment is installed (subject to Partner's reasonable security measures and policies) and that satisfactory communication between the parties' computer systems is possible. Partner 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.

8.5 With respect to Qlik Cloud Services, if Qlik is unable to reproduce a problem, Qlik may require Partner to provide access to Partner's Qlik Cloud Services tenant in order to continue providing Support Services for such problem. Partner agrees to be solely responsible for protecting and backing up its data prior to any such access. Qlik accepts no liability in connection with Support Services provided in accordance with this Section 8.5. A request for such access will come only after other options are explored.

8.6 Partner will be responsible for primary support of its permitted Sub-Partners and/or Affiliates in connection with their use of the Qlik Products in accordance with the terms of the Agreement. Partner is solely responsible for, and only permitted to the extent applicable under the Agreement: (i) distributing Updates to its authorized Sub-Partners and/or Affiliates; (ii) passing on to its Sub-Partners and/or Affiliates all support materials as appropriate; and (iii) providing software support, including operational instruction, problem reporting and technical advice to its Sub-Partners and/or Affiliates, in each case of (i), (ii) and (iii) above, as necessary to enable the Sub-Partners and/or Affiliates to continue to use the Qlik Product as authorized under the Agreement. Partner's permitted Sub-Partners, Affiliates, as well as its contractors and third party users, may not contact Qlik direct for support of the Qlik Products, unless designated as a Technical Contact by the Customer. Under no circumstances may any of Partner's Customers contact Qlik directly for support of the Qlik Products.

8.7 Qlik supports the Software in designated operating systems as described in the Documentation and not specific hardware configurations. If Partner is running the Software on a virtual environment, Partner 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 Partners 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.

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

8.9 For certain services provided under this Policy, the transmission of machine logs and/or sharing of data via screen share may be required. For avoidance of doubt, Partner shall not include any business sensitive and/or personal information via transmissions relating to Support Services. Accordingly, Qlik shall not be deemed a Data Processor under EU Data Protection Regulation (as amended) in providing support for the Software. Partner shall take reasonable measures to anonymize such data before providing the data to Qlik. However, should Qlik agree to accept any log files or other information containing personal data, Qlik will comply with Qlik's privacy policies, available to view online at www.qlik.com.

9. Additional Terms

9.1 Support is included in the subscription fee for all subscriptions and provided by Qlik.

9.2 If Partner's Agreement permits reinstatement of lapsed Support for Customers, such reinstatement will be subject to payment by Partner for each affected 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 (including any Support Fee increases that may have been implemented during the period of lapse), provided that (i) the combined reinstatement fees are paid within twelve (12) months after the date of the lapse and (ii) Partner pays Qlik a Support reinstatement fee equal to twenty-five percent (25%) of the total support fees paid or payable to Qlik for all Software licensed by the affected Customer. Reinstatement (including all applicable reinstatement fees) 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.

9.3 If Partner's Agreement permits termination of Support for Customers, Partner may terminate its right to receive Back-Line Support with respect to a particular Customer provided such Customer is no longer receiving support from the Partner for the Partner Offering and only upon written notice given no less than sixty (60) days prior to the expiration of the then-current Annual Back-Line Support period. Any such termination of Back-Line Support with respect to a particular Customer by the Partner will not result in a refund of any portion of the Support Fees paid by the Partner. No partial termination of support is permitted for any Customer.

9.4 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.

9.5 Open Source. Qlik may make available certain open source libraries available for use with a Qlik Product as described in the Documentation (each a "Qlik Library" and collectively the "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.

9.6 Support fees are payable annually in advance and subject to increase for any renewal period, provided (i) Qlik notifies Partner of such fee increase at least sixty (60) days prior to the end of the then-current Support term; and (ii) the increase does not exceed five percent (5%) of the Support fees for the then-current period.

10. Changes to Policy. Subject to the terms of 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 products and services. This Policy supersedes any prior version of the OEM/MSP Support Policy. Any reference to Front-Line Support herein shall be deemed to be a reference to First-Line Support if such term is used in the Agreement and any reference to Back-Line Support herein shall be deemed to be a reference to Second Line Support if such term is used in the Agreement.

11. Disclaimer. THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. 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.



Appendix 1

Front Line Support Responsibilities

Customer Issue Management

1. Self service
 - Encourage Customers to first search the Qlik knowledgebase and find an answer without direct interaction with Partner as an assisted support resource
2. Assisted support resource
 - If the Customer has an on-premise OEM Product license, verify that the Customer is entitled to support or holds a valid and active license for the Qlik products,
 - Gather relevant and necessary information from the Customer to obtain enough details to investigate the problem; and have a clear understanding from the end user of the issue, including relevant key words or phrases, Qlik product type and version/release number, operating environment, sample Qlik app, log files, detailed problem description.
 - Search the Qlik knowledgebase to find solutions to known issues, to provide solutions that Partner may provide directly to Customers via self-service. The Qlik knowledgebase includes: knowledge articles, Qlik Community, and the Qlik Help site.
 - Follow the process of troubleshooting to present a resolution:
 - Identify where the problem originates
 - Be aware of the top issue drivers
 - Utilize the Qlik knowledgebase early and often
 - Look to the product expertise of Qlik Support
 - Communicate often with the Customer
 - Confirm the resolution to the Customer and ensure the Customer understands the resolution
 - Present the solution to the Customer.
 - Ask the Customer to test the solution to verify Customer understands the resolution
 - Notify the Customer the issue is being marked as resolved
3. Collaborate with Qlik
 - Collaboration with Qlik means that Partner can request involvement from Qlik internal Support on those cases where Partner (or Partner's team) are not able to find a solution to the Customer's issue. After Partner has exhausted all available troubleshooting and replication steps listed in Section 1 and 2 above, Partner may:
 - Log a ticket in the Support Portal
 - Be responsive to Qlik Support and the Customer by replying within 2 business days to inquiries and requests
 - Manage Cases in the Qlik Support Portal, which includes updating Case activity when significant events evolve
 - Retain ownership of the case, communication to, and confirmation of a resolution
 - Mark the case in the portal "Ready to Close", once the Customer or Qlik indicates the issue is resolved
4. Reporting an Error
 - Reporting an Error is to notify Qlik Support that the applicable Qlik Product does not materially conform to the Documentation
 - Partner must provide repeatable working replication steps and explain expected versus actual behavior
 - Qlik will validate possible errors by following Partner's reproduction steps. If Qlik is unable to reproduce the reported Error, Partner will provide Qlik with all necessary assistance to help Qlik reproduce the Error. Qlik will have no obligation to provide Back-Line Support for any Error that cannot be reproduced by Qlik.
 - Qlik will work with R&D and periodically provide status updates if Qlik can reproduce the Error.

Appendix 2
Service Level Agreement

This Service Level Agreement describes the current practices of Qlik with regard to its provision of Support Services as defined below to Partners with a Qlik Cloud Services Offering subscription.

1. Overview

1.1 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, Partner 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.

2. Service Levels

2.1 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 Partner on the Platform.
- c. "Uptime" is the calculation of the amount of time in a calendar quarter that the Platform is Available.

2.2 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 2.3 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 Partner'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.

2.3 Exclusions.

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

- a. 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 Partner or its Customers Internet or Internet service providers, VPN issues, email domain server availability or other similar issues;
- d. authentication issues due to changes/issues in Partner or its Customers authentication mechanism;
- e. access restrictions caused by a suspension of the Partner's Services User Account access;
- f. Qlik's permitted suspension or termination of Qlik Sense Enterprise SaaS in accordance with the Agreement or Qlik's applicable acceptable use policy;
- g. Partner's breach of its Agreement for Qlik Sense Enterprise SaaS;
- h. Partner's failure to purchase adequate capacity on Qlik Sense Enterprise SaaS;
- i. Intentional misuse of Qlik Sense Enterprise SaaS Services by Partner or its Customers; and/or
- j. "Beta," "limited availability" or Early Access Program (EAP) products, features and functions identified as such by Qlik.

2.4. 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 Partner is negatively impacted thereby, then as Partner's sole and exclusive remedy, and only upon Partner's written request and otherwise in accordance with Section 2.4(b) below, Qlik will provide to Partner, 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 Partner 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, Partner 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 Partner'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 Partner attempts to resolve the events resulting in non-Availability at the time of occurrence. Notwithstanding the foregoing, if the Partner is overdue with respect to any payment obligation, or otherwise in material breach of any contractual obligation to Qlik, Partner is not eligible for any Service Credits. Service Credits will be applied to Partner's next annual invoice following the final determination of the request. Partner must reasonably assist Qlik with any problem diagnosis and resolution attempts. Qlik and Partner will work in good faith to resolve any disputes relating to a Partner's' Service Credit request.