



## Qlik Cloud Services Support Policy

### 1. Overview

1.1 This Support Policy ("Policy") applies to Customer's use of Qlik Cloud Services. 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. For purposes of this Policy, "Qlik's Standard Business Hours" mean from 08:00 to 17:00, Monday to Friday (excluding national and bank holidays) for the Support Centre in the specific geographic region where the Customer has registered for Qlik Cloud Services.

1.2 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 (Qlik's online support website currently available at <http://www.qlik.com/support>), 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.

### 2. Error Reporting and Response Times

2.1 Error Reporting. Customers are required to report all Errors via the Qlik Support Portal. Qlik provides support for Error determination, verification and resolution (or instruction as to work-around, as applicable) as described in Table 2.3.

#### 2.2 Error Severity Level Definitions

a. "Error" means any verifiable and reproducible failure of the Qlik Cloud Services to materially conform to the Documentation. "Documentation" means the then-current documentation published and made generally available by Qlik for the applicable Qlik Cloud Services in the form of manuals and function descriptions in printed or electronic form, as the same may be modified by Qlik from time to time.

b. A Severity Level 1 Error means that that business critical functionality is inoperable resulting in a halt in or critical impact on business operations or the Qlik Cloud Services are down or not available due to a server-side failure (which shall not include any period of unavailability due to either scheduled maintenance and/or upgrades, or any event beyond the reasonable control of Qlik, including but not limited to: any external interruption of power or telecommunications; the failure or substantial failure of the Internet; the internet service provider or internal telecommunications equipment of Customer; Customer's browser or network configurations, hardware and/or software).

c. A Severity Level 2 Error means that major functionality is impacted or significant performance degradation is experienced and there is no reasonable workaround.

d. A Severity Level 3 Error means a non-critical Error which does not prevent normal operation of the Qlik Cloud Services, or there is an available workaround.

2.3 Response Times. Qlik will use commercially reasonable efforts to respond to Errors reported to Qlik via the Support Portal within the Initial Response Times set forth in the table below. Qlik will respond via the Support Portal or by telephone. Qlik shall use commercially reasonable efforts, consistent with industry practice, to investigate such reports to determine whether there an Error exists. If Qlik determines that an Error exists, Qlik will use commercially reasonable efforts to correct the Error and/or provide a workaround. Qlik does not guarantee resolution times, and a resolution may consist of a fix, workaround, service availability or other solution Qlik deems reasonable. Qlik will provide continuous efforts (24x7x365) to resolve Severity Level 1 Errors until a workaround or resolution can be provided or until the incident can be downgraded to a lower severity.

Table 2.3

Severity Level	Initial Response Time
Severity 1	30 Minutes, 24x7
Severity 2	4 Business Hours
Severity 3	1 Business Day

2.4 Upgrade/Downgrade of Severity Level. If, during the Support request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the Qlik Cloud Services, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

2.5 An Error is considered to be resolved upon the earlier to occur of the following: (i) Qlik and Customer mutually agree in writing, or otherwise mutually confirm, that the issue or problem is resolved; (ii) Qlik has provided Customer with an update; (iii) Qlik is able to provide a reasonable and technical work-around solution; (iv) Customer 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 Customer. Notwithstanding anything in this Policy to the contrary, Qlik will have no obligation to provide any support services in connection with any issue or problem that Qlik determines is not due to any Error in the Qlik Cloud Services (e.g., without limitation, issues or problems caused by the Internet or other communications, or Customer network or browser matters, or login issues). Qlik system login questions should be directed to Qlik Customer Support.

### 3. Updates; Scheduled Maintenance

"Update" means a subsequent release of the Qlik Cloud Services which Qlik generally makes available for its Qlik Cloud Services at no additional fee. Updates do not include any release, option, service or program that Qlik licenses separately. Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Qlik's discretion. Qlik is under no obligation to develop any future functionality, programs, services or enhancements. If an update for the Qlik Cloud Services is made available pursuant to this Support Policy, it shall automatically replace the previous version of the Qlik Cloud Services. Scheduled Maintenance times for the Qlik Cloud Services 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.

### 4. Service Levels

#### 4.1 Definitions

a. "Available" and "Availability" mean that the Qlik Cloud Services are accessible by establishment of a connection to the Qlik Cloud Services by Customer over the Internet in accordance with the Qlik Cloud Services Documentation.

b. "Cloud Tenant" refers to the named subdomain assigned to Customer for the deployment of Qlik Cloud Services and hosted by Qlik ("Qlik Subdomain").

c. "Uptime" is the calculation of the amount of time in a calendar quarter that the Qlik Cloud Services are Available.

#### 4.2 Service Levels.

a. The service levels ("Service Levels") set forth in this Section 4.2 apply only to the operation of Cloud Tenants confirmed by Qlik to be correctly configured and which have been activated for a period of at least seven (7) days pursuant to Qlik's records. These Service Levels do not apply to any other product or service offered by Qlik, including Qlik Sense Enterprise or any successor software product.

b. Quarterly Commitment. The Quarterly Uptime Percentage for Qlik Cloud Services will be ninety-nine and nine-tenths percent (99.9%) (the "Uptime Commitment"). Subject to the exclusions described in Section 4.3 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 Qlik Cloud Services Uptime are located at [status.qlikcloud.com](http://status.qlikcloud.com).

4.3 Exclusions. Any Qlik Cloud Services 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 (a) computing or networking hardware; or (b) equipment or software under Customer's control; (c) the Internet; (d) other issues with electronic communications; or (e) 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 Cloud Services in accordance with the Terms of Service;
- g. Customer's breach of the Qlik Cloud Services Terms of Service;
- h. Intentional misuse of the Qlik Cloud Services by Customer; and/or
- i. "Beta," "limited availability" or Early Access Program (EAP) products, features and functions identified as such by Qlik.

#### 4.4 Service Credits

a. If Qlik does not meet the Uptime Commitment 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 4.4 b below, Qlik will provide to Customer, for each calendar quarter during which the Quarterly Uptime Percentage was below 99.9% a service credit ("Service Credit(s)") equal to \$1.50 per affected Customer user for each month in which the event giving rise to the period of non-Availability occurred, up to a maximum of \$500 per year.

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](mailto: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 by unique identifier; 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 renewal 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.

## **5. Changes to Policy**

Support is provided by Qlik pursuant to its privacy policies, which are available to view online at [www.qlik.com](http://www.qlik.com) under "Cookie and Privacy Policy." Qlik reserves the right, at its discretion, to change this Policy at any time based on prevailing market practices and the evolution of Qlik's products and services.

## **6. Disclaimer**

THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE QLIK CLOUD SERVICES 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, THIS ENGLISH LANGUAGE VERSION WILL PREVAIL.