



# Service Level Agreement

This Service Level Agreement ("Policy") describes the current practices of Qlik with regard to its provision of Support Services as defined below to customers with a Qlik Cloud Services Offering subscription which includes Support Services ("Customer(s)").

## 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

**"Agreement"** means the written agreement between Qlik and Customer for a Qlik Cloud Services Offering.

**"Authorized Affiliate"** means any Affiliate of Customer that is designated by Customer as authorized to use a Qlik Cloud Services Offering if permitted under the terms of an Agreement.

**"Documentation"** means the then-current user documentation for the Qlik Cloud Services Offering, including the product metrics available at [www.qlik.com/product-terms](http://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 Cloud Services Offering 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.

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

**"Self-Service Tools"** means the Knowledge Base (Qlik's online database of content and FAQs about the use and support of the Qlik Cloud Services Offering), white papers, Community Forums, webcasts and other materials available in the Support Portal to Customers.

**"Severity 1 Error"** means 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.

**"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 end user support for a Qlik Cloud Services Offering as described in this Policy. Support Services do not include services performed onsite at any Customer facility, consulting or education 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 a subsequent release of a Qlik Cloud Services Offering which Qlik generally makes available for such offering at no additional fee.

## 2. Overview

2.1 Qlik will provide Customer with Support Services for the Qlik Cloud Services Offerings in accordance with this Policy, subject to Customer's timely payment of the applicable 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. 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 Customer's geographic location.

## 3. Support Levels

3.1 Enterprise Support Coverage for Qlik Cloud Services Offerings.

3.1.1 Scope of Coverage. Customers who have purchased a Qlik Cloud Services Offering receive Support Services 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 Qlik will report known outages of a Qlik Cloud Services Offering on Qlik's status page, currently located at [status.qlikcloud.com](https://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.

3.1.3. 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

3.2 Updates. 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.

## 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 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 Cloud Services Offering (including without limitation, issues or problems caused by stand-alone third party software products used in conjunction with the Qlik Cloud Services Offering, the Internet or other communications, Customer network or browser matters, or login issues); (ii) use of the Qlik Cloud Services Offering other than in accordance with the Documentation and the Agreement; (iii) use of the Qlik Cloud Services Offering 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 Cloud Services Offering that are not reproducible; or (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. If Qlik does correct any of the Errors described in subsections (a)-(e) above, or otherwise provides support for a Qlik Cloud Services Offering 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 Cloud Services Offering.

## 5. Customer's Obligations

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

5.2 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 Cloud Services Offerings; (ii) cooperate fully with Qlik's personnel in the diagnosis or investigation of any Error or other issue or problem with the Qlik Cloud Services Offerings; (iii) be responsible for maintaining all third party software not explicitly licensed under the Agreement; and (iv) be fully responsible for the actions of any third party (including any Qlik-authorized partner or provider) that it allows to access any information relating to Support Services.

5.3 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 Cloud Services Offerings per the terms of the 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 subscriptions purchased by the Customer. 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.

5.4 If Qlik is unable to reproduce a problem, Qlik may require Customer to provide access to Customer's Qlik Cloud Services Offering tenant in order to continue providing Support Services for such problem. Customer 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 5.4. A request for such access will come only after other options are explored.

5.5 Customer will be responsible for primary support of any Authorized Affiliates in connection with their use of the Qlik Cloud Services Offering in accordance with the terms of the Agreement. Customer is solely responsible for: (i) passing on to its Authorized Affiliates all support materials as appropriate; and (ii) providing software support, including operational instruction, problem reporting and technical advice to its Authorized Affiliates, in each case of (i) and (ii) above, as necessary to enable the Authorized Affiliate to continue to use the Qlik Cloud Services Offering as authorized under the Agreement. Customer's Authorized Affiliates, as well as its contractors and third party users, may not contact Qlik directly for support, unless designated as a Technical Contact by the Customer.

5.6 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, Customer shall not include any business sensitive and/or personal information via transmissions relating to Support Services. Customer 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](http://www.qlik.com).

## 6. Additional Terms

6.1 Open Source. Qlik may make certain open source libraries available for use with a Qlik Cloud Services Offering 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 Cloud Services Offering (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.

6.2 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.

## 7. Service Levels

### 7.1 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.

### 7.2 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 7.3 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](http://status.qlikcloud.com).

### 7.3 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 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 or Qlik's applicable acceptable use policy;
- 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.

#### 7.4 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 7.4(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. Notwithstanding the foregoing, if the Customer is overdue with respect to any payment obligation, or otherwise in material breach of any contractual obligation to Qlik, Customer is not eligible for any Service Credits. 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.

### 8. 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.

### 9. Disclaimer

THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE QLIK CLOUD SERVICES OFFERINGS 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.