OEM/SaaS Maintenance Policy

This OEM/SaaS Maintenance Policy ("Policy") describes the current practices of Qlik with regard to its provision of technical support and maintenance services 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.

1. Definitions.

"**Agreement**" means the applicable OEM, SaaS, or other agreement between Qlik and Partner that refers to this Policy.

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

"**Designated Support Engineer**" or "**DSE**" means a designated Qlik support resource who acts as Partner's designated point of contact for all technical support matters.

"**DSE Services**" means the DSE services to be provided to Partner pursuant to this Policy if Partner has purchased DSE services.

"**Error**" means any verifiable and reproducible failure of the Qlik Products 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.

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

"**Qlik Products**" means the applicable Qlik proprietary software in object code form licensed to Partner under an Agreement.

"**Release Management Policy**" means the then-current release management policy for the applicable Qlik Product, currently set forth at www.qlik.com/license-terms, 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 Qlik Products), white papers, Community Forums, webcasts and other materials available via the Support Portal to Partners 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 Qlik Products or (ii) materially impairs substantial functions of the Qlik Products published in the Documentation, but is not a Severity 1 Error.

"**Severity 3 Error**" means any Error that impairs the performance of the Qlik Products, but is not a Severity 1 Error or Severity 2 Error.

"**Support Portal**" means Qlik's online support website currently available at http://www.qlik.com/support.

"**Support Services**" or "**Maintenance**" means the technical support and maintenance services for the Qlik Products as described in this Policy. Support Services do not include services performed onsite at any Partner facility, any professional services, or any services not expressly stated in this Policy.

"**Technical Contact(s)**" means the Partner's technical personnel that have completed the support track for partners and have met all training and certification requirements set forth in the Agreement.

"**Update**" means any type of error correction, including as defined in the Release Management Policy for the applicable Qlik Product, which Qlik elects to make generally available to its customers who have a current Maintenance contract with Qlik at no additional charge. Updates do not include new or separate products which Qlik offers only for an additional fee to its customers generally, including, without limitation, those customers who have purchased Support Services.

2. Overview.

2.1   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 Centre in the specific geographic region to which the applicable licenses are assigned in Qlik's records. By way of non-limiting 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 Centre in the specific geographic region to which the applicable licenses are assigned in Qlik's records.

2.2   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 list 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.

2.3   If your Agreement permits reinstatement of lapsed Maintenance for Customers, such reinstatement will be subject to payment by Partner for each affected Customer 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 Qlik Products 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) Partner pays Qlik a Maintenance reinstatement fee equal to twenty-five percent (25%) of the total license fees paid or payable to Qlik for all Qlik Products licensed by the affected Customer. Reinstatement (including all applicable reinstatement fees) beyond this date will be at Qlik's sole discretion.

3.   First-Line Support.

The Partner is responsible for providing First-line Support (as defined in the Agreement) for the Partner Offerings to Customers in accordance with best industry standards, and with respect to the Qlik Products contained therein, generally consistent with this Policy.

4.   Second-Line Support Overview.

4.1   Qlik's support obligations to Partner under this Policy relate only to Second-Line Support (as defined in the Agreement) for the Qlik Products. Partner is responsible to provide First-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-line support to Customers, and Qlik shall have no obligation or liability to provide any first-line 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 maintenance fees set forth in Partner's Agreement and the fulfillment by Partner of its First-Line Support obligations. Subject to the foregoing, Qlik will use commercially reasonable efforts to provide Partner with Second-Line Support Services, as set forth below, in connection with the Qlik Products distributed or made accessible by Partner to Customers as part of a Partner Offering. Partner may elect to receive Basic Support or Enterprise Support, which election shall apply to all Qlik Products licensed by Partner.

4.3.   Basic Support Services.

4.3.1   Scope of Coverage. For Partners who have purchased "Basic Support Coverage" from Qlik, Qlik will provide technical support services, to Partner's Technical Contacts, 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 Partner by Qlik. Such technical support is provided during Qlik's standard business hours. Partner 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.

4.3.2   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 Partner'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 Partner with an Update. Qlik will communicate with Partner 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 Partner 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

4.4   Enterprise Support Coverage.

4.4.1 Scope of Coverage. Partners 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.

4.4.2 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 Partner'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 Partner with an Update. Qlik will communicate with Partner at least with the frequency set forth in the table below until the Error is resolved (in accordance with Section 5.1 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 business hours in the region where the Error is reported. For Severity 1 Errors, provided that Partner 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 Partner provides the available Technical Contacts in such region(s).

4.4.3 Support Case Handling. Errors reported by Enterprise Support Partners shall be given priority case handling in a designated priority support queue. Further, Qlik will assist Enterprise Support Partners 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 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.

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

4.4.5 Qlik Proactive Service (Optional)

i. Qlik Real Time Proactive Service (RTPS). The RTPS provides Qlik with real-time information. If a Partner elects to receive RTPS, Partner authorizes the use of the RTPS on Partner's production server on which the Qlik Product resides in order to: (i) monitor and periodically transmit to Qlik the server's Qlik Product utilization statistics and machine logs (collectively, "Logs"); (ii) analyze the Logs to determine anomalies and trends in the performance of the server; and (iii) to provide feedback from Qlik on the performance of the server. RTPS does not monitor, track or view any data that is contained in any Qlik Product applications hosted on the server. Qlik may use the Logs to provide Support Services, analysis and recommendations, and for commercial and marketing purposes, including to develop product enhancements and best practices, recommend ways to optimize the use of Qlik Product, provide troubleshooting assistance and suggest products and product configurations to Partners. Notwithstanding the foregoing, in no event will Qlik disclose or make available any Logs in a manner that reasonably could permit the recipient of such information to determine that such Logs pertained to any particular person or entity.

ii. Qlik Offline Proactive Service (OPS). The OPS provides Qlik with historical information. If Partners elect not to participate in RTPS, Partners may, at their option, transmit machine logs from Partner's production servers and operating system to Qlik via Partner's preferred method (online service, Qlik FTP, or physical media). Qlik may use the data contained in such logs to provide Support Services, analysis and recommendations, and for commercial and marketing purposes, including to develop product enhancements and best practices, recommend ways to optimize the use of Qlik Product, provide troubleshooting assistance and suggest products and product configurations to Partners. Notwithstanding the foregoing, in no event will Qlik disclose or make available any Logs in a manner that reasonably could permit the recipient of such information to determine that such Logs pertained to any particular person or entity.

iii. Health Check Reports. RTPS and OPS are available only to Enterprise Support Partners deploying a RTPS/OPS enabled Version of a Qlik Product in a production environment. RTPS and OPS are not available for test or development servers. All Enterprise Support Partners that have elected either RTPS or OPS may receive Health Check Reports using the data received as part of Qlik Real Time Proactive Service or Qlik Offline Proactive Service. The Health Check Reports consist of usage information over a defined period and suggested areas for change or improvement, which are the results of Qlik's analysis of Partner's machine logs regarding the Qlik Product deployment and operating system.

5.   Error Resolution and Escalation.

5.1   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) Qlik is able to provide a reasonable and mutually acceptable technical work-around solution; (iv) any of Partner'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 Partner's Technical Contacts.

5.2   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 a Qlik Product (e.g., without limitation, issues or problems caused by stand-alone third party software products used in conjunction with the Qlik Product); (ii) any Errors or problems with a Qlik Product that are not reproducible in stand-alone form on non-virtualized hardware; (iii) 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 (iv) any Errors or problems with a 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 Qlik Product as defined in the applicable Release Management Policy; or (f) Qlik Product provided on an evaluation basis or for which Partner 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 Qlik Product 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 Product. Partner may elect to purchase Extended Maintenance services on certain non-Supported Versions of applicable Qlik Product by entering into an agreement with Qlik.

5.3   Escalation. If any Partner (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 4.3.2 or 4.4.2, as applicable, or (ii) feels that the quality of the Support Services provided to Partner by Qlik is not satisfactory, then Qlik encourages such Partner 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	• Corrective Measures • Resource Allocation • Monitoring of Progress • Review of Partner Satisfaction	• Corrective Measures • Resource Allocation • Monitoring of Progress • Review of Partner Satisfaction	• Corrective Measures • Monitoring of Progress • Review of Partner Satisfaction	• Corrective Measures • Monitoring of Progress • Review of Partner Satisfaction
Time Frame	Twelve (12) hours	Forty-eight (48) hours	Seventy-two (72) hours	Five (5) business days

Qlik recommends that Partner-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 Partner's reasonable satisfaction within the applicable timeframes.

6.   Updates.
In addition to its obligations under Section 4 of this Policy, and provided that a Partner has paid all Maintenance Fees required by its Agreement, Qlik will make Updates available, at no additional charge, to all such Partners 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, 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, 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 Second-Line Support for the applicable Qlik Product.

7.   Partner's Obligations.

7.1   The Partner shall: (i) not request, permit or authorize anyone other than Qlik 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) only report Errors to Qlik via the dedicated Qlik support telephone number or email address associated with Partner's designated geographic territory as set forth on the Support Portal; (iv) be responsible for purchasing, installing and maintaining all hardware required to use and support the Qlik Products; (v) not permit or authorize any Customer to contact Qlik directly for Support Services, unless expressly agreed in advance by Qlik; (vi) be responsible for maintaining all third party software not explicitly licensed under the Agreement; and (vii) maintain an email address for electronic mail communications with Qlik.

7.2   Partner's contact with Qlik in connection with Partner's requests for support and reports of Errors shall be solely through the 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 Products per the terms of the Agreement; (ii) be responsible for initiating all requests by, and maintaining all records of, the Partner 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. Partner agrees to require its Technical Contacts to have a good knowledge of the Qlik Products. 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.

7.3   Upon reasonable request by Qlik, Partner shall provide Qlik a detailed description of its IT system(s) within which the Qlik Products operates, together with the basic structure of that system, any operational disruption experienced by Partner, and the effect of the disruptions on Partner's operations.

7.4   If Partner desires Qlik to provide support via remote access, 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.

7.5   Partner will be responsible for primary support of its permitted Sub-Partners and/or Affiliates in connection with their use of the Qlik Products. 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 Products as authorized under the Agreement. Partner will not refer any third party, including without limitation, any of its contractors, Customers, or any Sub-Partners and/or Affiliates for support of Qlik Products.

7.6   Qlik supports designated operating systems, not specific hardware configurations. If Partner is running the Qlik Products 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.

7.7   For certain services provided under this Policy, the transmission of machine logs may be required. For avoidance of doubt, Partner 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 Partner 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. Partner 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 under "Cookie and Privacy Policy."

8.   Designated Support Engineer

8.1   Subject to Partner's timely payment of the applicable DSE fees, and provided that Partner has purchased Enterprise Support and is current on all Maintenance Fees for the level of support coverage purchased by Partner (Standard or Premium), then Qlik shall provide the following DSE Services for up to four (4) Partner Technical Contacts:

- •   Direct access to a Designated Support Engineer with knowledge of Partner'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

8.2   DSE Services are supplemental to Support Services, and are not available as a standalone 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 Partner ("DSE Services Commencement Date"), provided, however, that the DSE Services shall automatically terminate in the event that Support Services are not renewed by Partner or are otherwise terminated. Provided that Partner is enrolled in Enterprise Support at the time, Partner may renew DSE Services upon payment of the applicable DSE fees. For avoidance of doubt, DSE Services are not available for Partners that are not current on Enterprise Support.

9.   Changes to Policy. Subject to the Agreement, Qlik reserves the right, at its discretion, to change this Policy and the policies within it at any time based on prevailing market practices and the evolution of Qlik's software products.

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

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