



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.

"Knowledge Base" means the online database of content and answers to recurring questions about the use and support of the Qlik Products available on the Support Portal including, but not limited to, articles and solutions to existing known technical and usage issues with the Qlik Products.

"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 Software, currently set forth at www.qlik.com/license-terms, as may be modified by Qlik from time to time.

"Severity 1 Error" means any Error that (i) has very serious consequences for normal business transactions and urgent, business critical work cannot be performed and (ii) is determined to be caused by an Error in the Qlik Products.

"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 and (iii) is determined to be caused by an Error in the Qlik Products.

"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/us/services/support>.

"Support Services" 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. First-Line Support.

2.1 The Partner is responsible for providing First-line Support 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.

3. Second-Line Support Overview.

3.1 Qlik's support obligations to Partner under this Policy relate only to Second-Line Support 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 Customer, 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.

3.2 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 Standard Second-Line Support or Premium Second-Line Support, which election shall apply to all Qlik Products licensed by Partner.

3.3. Second-Line Support Services.

3.3.1 **Scope of Coverage.** For Partners who have purchased “Standard Second-Line 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 and email address provided to Partner by Qlik, provided that Severity 1 issues must always be reported via telephone. Such technical support is provided during Qlik’s standard business hours. All responses and communications from Qlik to Partner in connection with Qlik’s provision of Standard Second-Line Support Coverage will be provided during Qlik’s standard business hours.*

3.3.2 **Response Times.** Qlik will use commercially reasonable efforts to respond, within the Initial Response Times set forth in Table 3.3.4 below according to severity level, to any suspected Error that is reported by a Partner Technical Contact to Qlik. Qlik will respond to Partner’s Technical Contact by email, 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. Qlik will determine the severity level of any Error in its reasonable discretion. 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 the Partner on the in accordance with the frequencies set forth in Table 3.3.4.

3.3.3. **Premium Second-Line Support Coverage.** The following terms apply to Premium Second-Line Support only: In addition to the elements of Standard Second-Line Support Coverage described above, Premium Second-Line Support Coverage includes unlimited telephone support for Error determination, verification and resolution (or instruction as to work-around, as applicable) via a dedicated telephone number, 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. Qlik will use commercially reasonable efforts to respond (a) within the Initial Response Time set forth in Table 3.3.4 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, email or the Support Portal.

3.3.4 Table 3.3.4 - Response Times and Communication Frequency.

Severity Level	Standard Second-Line Support Coverage		Premium Second Line Support Coverage	
	Initial Response Time	Communication Frequency	Initial Response Time	Communication Frequency
Severity 1 Error	Two (2) business hours	Once every business day	Thirty (30) minutes	Every four (4) hours
Severity 2 Error	Four (4) business hours	As reasonably necessary based on the nature and type of Error	One (1) business hour	Once every business day
Severity 3 Error	One (1) business day	As reasonably necessary based on the nature and type of Error	Four (4) business hours	Once every two (2) business days

*Unless otherwise expressly set forth herein, all references in this Policy to response times or communications from Qlik shall only apply during Qlik’s standard business hours regardless of when a support matter is reported to Qlik. Qlik’s “standard business hours” mean from 08:00 to 17:00, Monday to Friday (excluding national and bank holidays) for the support center in the specific geographic region to which Partner is assigned (based on Partner’s principal place of business) in Qlik’s records. By way of non-limiting example, standard business hours for a Partner 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.

3.4 **Error 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 a Patch; (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; (vi) Qlik confirms that the issue or problem is not due to any Error or deficiency in the Qlik

Products; or (v) Qlik confirms that the issue or problem is in fact the result of a multi-vendor issue, and the Partner agrees to transfer the problem to the third-party vendor for resolution.

3.5 **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 in the Qlik Products (e.g., without limitation, issues or problems caused by the Partner Offering or stand-alone third party software products used in conjunction with the Qlik Products); (ii) any Errors or problems with the Qlik Products that are not reproducible in stand-alone form; (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 the Qlik Products that result from: (a) the use of the Qlik Products with software or hardware not designed for use with the operating systems approved by Qlik in the Documentation; (b) the use of the Qlik Products with hardware that does not satisfy the minimum system requirements specified by Qlik in the Documentation; (c) changes, modifications, or alterations to the Qlik Products not approved in writing by Qlik or its authorized representatives; (d) use of the Qlik Products other than in accordance with the Documentation and the Agreement; (e) use of other than a Supported Version of the Qlik Products (as such term is defined in the applicable Release Management Policy); (f) the negligence or intentional misconduct of Partner, its Affiliates, Sub-Partners or Customers or their respective employees and agents or any third party; or (g) Qlik Products provided on an evaluation basis or at no additional charge for which Partner has not paid any maintenance fees. If Qlik does correct any of the Errors described in subsections (a)-(g) 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 or included within the Partner Offering. Partner may elect to purchase Extended Maintenance services on certain non-Supported Versions of the Software by entering into an agreement with Qlik.

3.6 **Telephone Support.** Any Support Services provided by Qlik hereunder via telephone will be provided in the English language or, as applicable, such other languages as are specified on the Support Portal, which list may change from time to time. The availability of support provided in any language other than English 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.

4. Updates.

4.1 In addition to its obligations under Section 3 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, on a form of an installation program on CD-ROM, on another form of digital medium, or via the Support Portal located at www.qlik.com/us/services/support. 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.

5. Partner's Obligations.

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

6. Designated Support Engineer

6.1 Subject to Partner's timely payment of the applicable DSE fees, and provided that Partner 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

6.2 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 Maintenance at the time, Partner may renew DSE Services upon payment of the applicable DSE fees.

7. **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.

8. **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.