

# **Support Policy**

This Support Policy ("Policy") describes the current practices of Qlik with regard to its provision of Support Services and Maintenance Services for Software as defined below (collectively "Support") to customers with an Agreement ("Customer(s)"). Prior versions of this Policy were titled "Qlik Maintenance Policy" and any reference to such Maintenance Policy in any customer agreement shall be deemed a reference to this Policy. Support services for Qlik Cloud Offerings are located in the Qlik Service Level Agreement.

#### 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 for Software between Qlik and Customer, which includes the provision of Support.

"Authorized Affiliate" means any Affiliate of Customer that is designated by Customer as authorized to use the Software if permitted under the terms of an Agreement.

"Documentation" means the then-current user documentation for the Software, 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 Software 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 as a Support Case and responds to the Technical Contact(s) by telephone, email, Live Chat or through the Support Portal.

"Live Chat" is Qlik's online chat feature that enables Customers to directly message and communicate with Qlik's representatives.

"Maintenance Services" means the release of Updates to the applicable Software, which Qlik elects to make generally available to Customers

"Product Line" means a group of related products or items, which have common features, functions, or branding, and are deployed in a common environment. For example, Qlik Sense Enterprise Client-Managed Professional User and Analyzer User are part of the same Qlik Sense Enterprise product line. Qlik Sense Enterprise Client-Managed and Qlik Cloud Offerings are deployed in different environments and are not part of the same Product Line.

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

"Release Management Policy" means the then-current release management policy for the applicable Software as currently set forth at http://www.glik.com/product-terms, and 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 Software), white papers, Community Forums, webcasts, and other materials available in the Support Portal to Customers that are current on Support.

"Severity 1 Error" means that the Software 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 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.

"Software" means the generally available release of Qlik's proprietary software in object code form, any Qlik-maintained virtual appliance, and the software API, licensed to Customer 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 <a href="https://qlik.dev/">https://qlik.dev/</a> or other developer forums, and any Software which excludes Support in the terms of use. Software does not include a Qlik Cloud Offering.

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- "Standard Business Hours" means 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, unless otherwise updated for a Technical Contact in Qlik's records..
- "Support Case" means a documented request for Support Services that is registered with Qlik Support in accordance with this Policy and assigned a case number.
- "Support Portal" means Qlik's online support website available at https://community.qlik.com/t5/Support/ct-p/qlikSupport.
- "Support Services" means the technical end-user support for the Software as described in this Policy. Support Services do not include services performed onsite at any Customer facility, consulting or education services, Maintenance 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 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. 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 Customer with Support Services and Maintenance Services for the Software in accordance with this Policy and the level of coverage purchased by Customer (if applicable) as well as any applicable terms in the Agreement, subject to Customer's timely payment of the applicable Support fees or subscription fees.
- 2.2 In order to receive Support Services, Customers experiencing an Error with the Software shall enter the Support Portal and select the Live Chat feature to input a description of the Error. Qlik Support will either respond to the chat directly or open a Support Case for Customer. If the issue is resolved via the chat, a Support Case will not be established. A Support Case may be established by Qlik for any Error, and also may be created by Customer for a Severity 1 Error only within the Live Chat feature.
- 2.3 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 the type of Support Services purchased and Customer's geographic location.

## 3. Support Levels for Support Cases

- 3.1 Enterprise Support Coverage for Software.
  - 3.1.1 Scope of Coverage. Customers with Enterprise Support receive support for Support Case 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 Support Case Handling. Qlik will assist Enterprise Support Customers 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 Customers who are using supported configurations.
  - 3.1.3 Update Information. Customers may contact Live Chat or Qlik Support for information regarding Updates performed by Customer, such as installation instructions, release documentation, and general guidance for multiple environments.
  - 3.1.4 Qlik will use commercially reasonable efforts to respond to a Support Case (a) within the initial response time targets set forth in the table below for Severity 1 Errors reported by a Technical Contact to Qlik via the Support Portal 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 the Support

Portal. Qlik will respond to Customer's Technical Contact via the Support Portal, or at Qlik's discretion, via telephone or teleconference. 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. Provided that Customer 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 Customer provides the available Technical Contacts in such region(s). Qlik shall use commercially reasonable efforts, consistent with industry practice, to investigate such Support Cases 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 Customer with an Update. Qlik will communicate with Customer with at least 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 Support Cases		
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*

<sup>\*</sup>During Standard Business Hours

# 4. Error Resolution and Escalation for Support Cases

- 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 Customer with an Update; (iii) a technical workaround 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 Software (including without limitation, issues or problems caused by stand-alone third party software products or services used in conjunction with the Software, the Internet or other communications, Customer network or browser matters, or login issues); (ii) use of the Software other than in accordance with the Documentation and the Agreement; (iii) any issue or problem that is not included in a Support Case; (iv) use of the Software provided on a trial or evaluation basis or for which Customer has not paid any fees; (v) any Errors or problems with the applicable Software that are not reproducible; (vi) any Error or problem that is reported by Customer via any Qlik support telephone number or email address; or (vii) any Errors or problems with the Software that result from: (a) the use of the Software with software or hardware not designed for use with the operating systems approved by Qlik in the Documentation; (b) the use of the Software with hardware that does not satisfy the minimum system requirements specified by Qlik in the Documentation; (c) changes, modifications, or alterations to the Software not approved in writing by Qlik or its authorized representatives (d) use of the Software with third party operating systems, databases, data sources, network software and client applications that are no longer supported by the related product vendors, or (e) use of other than a Supported Version of the Software as defined in the applicable Release Management Policy. If Qlik does correct any of the Errors described in subsections (a)-(e) above, or otherwise provides support for Software 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 Software.

## 5. Updates

In addition to its obligations under Sections 2 and 3 of this Policy, Qlik will make Updates available to all Customers with a current Agreement, when and if Qlik elects to make them generally commercially available. All Updates provided to any Customer under this Policy will be made available at Qlik's discretion, in a form of digital medium or via the Qlik Software download site. Unless otherwise agreed in writing by Qlik, Customer shall be responsible for installation of all Updates. Qlik is under no obligation to develop any future functionality, programs, services, or enhancements.

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

# 6. Customer's Obligations

- 6.1 Customer 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 Customer fails to cooperate in this regard.
- 6.2 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 Software; (ii) cooperate fully with Qlik's personnel in the diagnosis or investigation of any Error or other issue or problem with the Software; (iii) be responsible for purchasing, installing and maintaining all hardware and operating systems required to use and support the Software; (iv) be responsible for maintaining all third party software not explicitly licensed under the Agreement; and (v) 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.
- 6.3 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 Software 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 licenses or subscriptions purchased for the Software. 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.
- 6.4 If Qlik is unable to reproduce a problem or the solution requires modifying Software configuration parameters, Qlik may require Customer to provide remote access in order to continue providing support. Customer shall ensure that a functioning system enabling Qlik to have remote access to Customer's technical equipment is installed (subject to Customer's reasonable security measures and policies) and that satisfactory communication between the parties' computer systems is possible. Customer 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.
- 6.5 Customer will be responsible for primary support of any Authorized Affiliates in connection with their use of the Software in accordance with the terms of the Agreement. Customer is solely responsible for: (i) distributing all Updates to its Authorized Affiliates (where applicable); (ii) passing on to its Authorized Affiliates all support materials as appropriate; and (iii) providing software support, including operational instruction, problem reporting and technical advice to its Authorized Affiliates, in each case of (i), (ii) and (iii) above, as necessary to enable the Authorized Affiliate to continue to use the Software 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 of the Software unless designated as a Technical Contact by the Customer.
- 6.6 Qlik supports the Software in designated operating systems as described in the Documentation and not specific hardware configurations. If Customer is running the Software on a virtual environment, Customer 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 Customers 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.
- 6.7 Customer is expected to use a non-production environment for development and to conduct sufficient testing before making any updates to production.
- 6.8 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. Accordingly, Qlik shall not be deemed a Data Processor under EU General Data Protection Regulation (as amended) in providing support for the Software. 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 <a href="https://www.qlik.com">www.qlik.com</a>.

#### 7. Additional Terms

7.1 Support is included in the subscription fee for all subscriptions and provided by Qlik. Customer is required to separately purchase Support on all perpetually licensed Software for a twelve (12) month period beginning on the delivery date of the Software (the "Initial Support Period"). In addition, Customer must maintain support across (i) all perpetual licenses within the same Product Line and (ii) all licenses, whether perpetual or subscription, within the same deployment. Customer must be current on Support for all previously purchased

licenses in the same Product Line in order to purchase additional licenses. In the event the Customer elects not to renew an Agreement for its perpetual licenses, the non-renewal must apply to all licenses within the same Product Line. Notwithstanding the foregoing, any Software or subscriptions purchased as a bundle, package, or special promotion (e.g., enterprise licenses) must be supported together at a uniform level, regardless of whether such Software purchase includes multiple Product Lines.

- 7.2 Unless otherwise agreed in writing, Agreements for perpetually licensed Software shall be automatically renewed for successive twelve (12) month periods (each, a "Support Period") unless Customer provides Qlik with written notice of non-renewal at least forty-five (45) days prior to the end of the current annual period. Support fees for any additional Software purchases will be prorated to achieve a common annual Support Period with existing licenses, but does not relieve Customer of its payment obligations for the remainder of the Support Period. For avoidance of doubt, Customer is responsible to pay the entire Support fee for the Initial Support Period on all additional purchases of Software regardless of any proration of Support fees.
- 7.3 Reinstatement of lapsed or cancelled Agreements for perpetually licensed Software will be subject to payment by 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, provided that (i) the combined reinstatement fees are paid within twelve (12) months after the date of the lapse and (ii) Customer pays Qlik a Support reinstatement fee equal to twenty-five percent (25%) of the total Support fees payable to Qlik for all applicable Software licensed by Customer. Reinstatement 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.
- 7.4 Open Source. Qlik may open-source certain libraries available for use with Software as described in the Documentation ("Qlik Libraries") at https://qlik.dev/support. Qlik Libraries 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. Please review https://qlik.dev/support for more information. Any other open-source software leveraging and extending a Software (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.
- 7.5 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.
- 7.6 Support fees are payable annually in advance and subject to increase for any renewal period, provided Qlik notifies Customer of such fee increase at least sixty (60) days prior to the end of the then-current Support term. Where Customer receives support services from an authorized reseller, such support services will be provided pursuant to a separate written agreement between Customer and the authorized reseller.

#### 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 SOFTWARE IS 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.