



## 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 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 Qlik Cloud.

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

“**Documentation**” means the then-current user documentation for Qlik Cloud, 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 Qlik Cloud 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.

“**Qlik**” means the Qlik entity, including any Talend affiliate, identified on an Order Form for the applicable Qlik Cloud subscription.

“**Qlik Cloud**” means any subscription-based, SaaS solution provided and managed by Qlik or its affiliate. For purposes of this Policy, Qlik Cloud excludes any Qlik Cloud Client and Qlik Cloud Government.

“**Qlik Cloud Client**” means a software client that must be downloaded and installed to use certain Qlik Cloud solutions. Support for Qlik Cloud Clients is set forth in Qlik’s Support Policy. For purposes of this Policy, Qlik Cloud Client includes Talend Studio and Remote Engines.

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

“**Severity 1 Error**” means that Qlik Cloud 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, 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 Qlik Cloud 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 Qlik Cloud which Qlik generally makes available for such at no additional fee.

## 2. Overview

2.1 Qlik will provide Customer with Support Services for Qlik Cloud in accordance with this Policy, subject to Customer’s timely payment of the applicable subscription fees.

2.2 In order to receive Support Services, Customers experiencing an Error with a Qlik Cloud 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.

2.4 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 for Support Cases

3.1 Enterprise Support Coverage for Qlik Cloud.

3.1.1 Scope of Coverage. Customers who have purchased a Qlik Cloud subscription receive Support Services 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 Qlik will report known outages of Qlik Cloud 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 will be posted on the Support Portal. Qlik endeavors to provide at least forty-eight (48) hours prior posting of any scheduled maintenance for Qlik Cloud. Qlik may contact Customer regarding performance issues or anomalies in Customer’s Qlik Cloud tenant that are detected by Qlik.

3.1.3. Qlik will use commercially reasonable efforts to respond to a Support Case (a) within the initial response time targets set forth in the tables below for the applicable Qlik Cloud subscription 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<sup>†</sup> in the region where the Error is reported.

Support Coverage		
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

<sup>†</sup>For Qlik Cloud products that have reached end-of-life and are no longer supported, Standard Business Hours apply to Response Times and Communication Frequency

3.2 Updates. Updates for Qlik Cloud automatically replace the previous version of the Qlik Cloud. For all Qlik Cloud subscriptions, Updates do not include new or separate products which Qlik offers only for an additional fee to its customers generally Updates will not be provided under this Policy for any Software or Qlik Cloud Clients.

## 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 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 Qlik Cloud (including without limitation, issues or problems caused by stand-alone third party software products used in conjunction with Qlik Cloud, the Internet or other communications, Customer network or browser matters, or login issues); (ii) use of Qlik Cloud 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 Qlik Cloud provided on a trial or evaluation basis or for which Customer has not paid any fees; (v) any Errors or problems with the applicable Qlik Cloud subscription that are not reproducible; or (vi) any Error or problem that is reported by Customer via any Qlik support telephone number or email address. If Qlik does correct any of the Errors described in subsections (i)-(vi) above, or otherwise provides support for Qlik Cloud 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 Qlik Cloud.

## 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 with respect to Qlik Cloud; (ii) cooperate fully with Qlik's personnel in the diagnosis or investigation of any Error or other issue or problem with Qlik Cloud; (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 personnel who are authorized to use Qlik Cloud 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 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 be made 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 Qlik Cloud 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 Qlik Cloud 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 notices, available to view online at [www.qlik.com](http://www.qlik.com).

## 6. Additional Terms

6.1 Open Source. Qlik may open source certain libraries available for use with Qlik Cloud 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 Qlik Cloud (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 ("Evaluation Products"). Support for Evaluation Products, if any, will be provided at Qlik's discretion and in accordance with the license terms for such Evaluation Products.

## 7. Service Levels

### 7.1 Definitions.

- a. "Available" and "Availability" mean that Qlik Cloud is accessible by establishment of a connection to the Qlik Cloud 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 month 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. Uptime Percentage. Subject to the exclusions described in Section 7.3 below, Uptime Percentage for the applicable Qlik Cloud subscription is calculated by subtracting from 100% the percentage of 1-minute periods (or any portion thereof) during any calendar month in which Customer's Cloud Tenant(s) is(are) not Available out of the total number of minutes in that calendar month. The 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 Service Credits

- a. Service Credits for Qlik Cloud<sup>1</sup> are calculated as a percentage of the monthly charges paid by Customer for the applicable Qlik Cloud during the calendar month in which the event of Unavailability occurred in accordance with the schedule below:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	30%
Less than 95.0%	100%

<sup>1</sup> Excludes Talend Cloud Data Catalog. System availability for Talend Cloud Data Catalog includes 5% credit for uptime less than 99.0% but greater than or equal to 98.5%; 10% for less than 98.5% but greater than or equal to 98.0%; and 20% for less than 98.0%.

If during any calendar month during Customer's paid-for subscription period, the Uptime Percentage is less than 99.9%<sup>2</sup>, then as Customer's sole and exclusive remedy, and upon Customer's written request and in accordance with Section 7.5 below, Qlik will provide to Customer, with respect to the applicable calendar month, a service credit ("Service Credit(s)") calculated in accordance with the table above, that is attributable to the Qlik Cloud region(s) experiencing the non-Availability during the calendar month which the event giving rise to the period of non-Availability occurred.

#### 7.4 Exclusions.

Any Qlik Cloud Availability issues resulting from any of the following will be excluded from Uptime calculations:

- a. scheduled maintenance of the Platform not exceeding two (2) hours per calendar month;
- b. 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. any problems that result from Customer's deactivation or suspension of a Customer Managed Key;
- f. access restrictions caused by a suspension of the Customer's Services User Account access;
- g. Qlik's permitted suspension or termination of Qlik Cloud in accordance with the applicable customer agreement or Qlik's applicable acceptable use policy;
- h. Customer's breach of its customer agreement for Qlik Cloud;
- i. Customer's failure to purchase adequate capacity on Qlik Cloud;
- j. Intentional misuse of Qlik Cloud by Customer; and/or
- k. "Beta," "limited availability" or Early Access Program (EAP) products, features and functions identified as such by Qlik.

7.5 Service Credit Process. To be eligible to receive a Service Credit, Customer must submit a request by opening a Support Case via the Support Portal and designating such Support Case as a Service Credit request 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 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. QLIK CLOUD 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.

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<sup>2</sup> 99.0% for Talend Cloud Data Catalog.