

Maintenance Policy

This Maintenance Policy describes QlikTech's current policy with respect to the provision of Maintenance. Unless otherwise defined in this Maintenance Policy, capitalized terms in this Maintenance Policy have the meanings provided in the Agreement.

1 Definitions

"Agreement" means the written software license and maintenance agreement or other written agreement between QlikTech and End User concerning the license and use of the Software.

"Designated Support Contact" means a member of QlikTech's technical support team who is capable of managing the End User's Support Cases(s). QlikTech may, in its sole discretion, assign an End User a different Designated Support Contact at any time.

"Error" means any reproducible material failure of the Software to conform to the Documentation.

"Error Correction" means any modification or addition to the Software, delivered within an Update, that brings the Software into material conformity with the Documentation.

"Fix" means a hot-fix designed to correct an Error, or a temporary work-around, bypass, or patch supplied by QlikTech, or implementation of an operational procedure or routine by End User to diminish or avoid the practical adverse effect of an Error.

"Response Time" means the period commencing when a Support Case is reported by the End User's Technical Contact in the manner provided in Section 3.1 and ending when a member of the QlikTech technical support team logs the report and responds to the Technical Contact by telephone or email.

"Severity 1 Support Case" means a Support Case that renders the Software completely inoperative.

"Severity 2 Support Case" means a Support Case that (i) materially degrades the overall performance of the Software; or (ii) materially impairs substantial functions of the Software published in the Documentation, but is not a Severity 1 Support Case.

"Severity 3 Support Case" means a Support Case that impairs the performance of the Software, but is not a Severity 1 Support Case or Severity 2 Support Case.

"Support Case" means a single, reproducible issue or problem with the operation of the Software. Examples of Support Cases include, without limitation, Errors and problems encountered as a result of improper installation, configuration or operation of the Software.

"Technical Contact(s)" means the End User's personnel that have been identified in an Order Form or other written agreement with QlikTech as the technical contact(s) for the End User and (i) if licensing QlikView Enterprise Edition, have been trained by QlikTech (or a third party authorized by QlikTech to provide training to End Users) within ninety (90) days of the commencement of Maintenance, or (ii) if licensing QlikView Small Business Edition, satisfy any training requirements established by QlikTech, if any. The End User may change its Technical Contact(s) by notifying QlikTech in writing.

2 Level of Support Coverage

Depending upon the level of support coverage purchased by the End Users, End Users who have purchased Maintenance and are current with respect to the payment of the applicable yearly Maintenance Fees for the then-current yearly Maintenance period will be provided Maintenance in accordance with the terms and conditions of this Maintenance Policy as follows:

2.1 Standard Support Coverage. End Users who have purchased Standard Support Coverage receive off-site troubleshooting and other technical assistance and support concerning the installation and operation of the Software, via a dedicated telephone number or email address during QlikTech's normal local business hours from Monday to Friday (excluding public holidays), as set forth on QlikTech's web site. In addition, Support Cases may be reported to QlikTech by an End User Technical Contact via a dedicated telephone number or email address. QlikTech will respond to an End User Technical Contact

by email or telephone. QlikTech will also provide the End User with Error Corrections for Errors reported to be in the Software, as such Error Corrections become available through Updates.

2.2 Standard Plus Support Coverage. End Users who have purchased Standard Plus Support Coverage receive, in addition to Standard Support Coverage described above, the following benefits: (i) access to a Designated Support Contact; (ii) if requested by the End User, quarterly written reports regarding the End User’s requests for support and QlikTech’s responses thereto; and (iii) if requested by the End User, a quarterly telephone conference call with a Designated Support Contact to discuss support-related matters.

2.3 Premium Support Coverage. In addition to Standard Support Coverage and Standard Plus Support Coverage described above, End User’s who have purchased Premium Support Coverage receive unlimited telephone support via a dedicated telephone number twenty-four (24) hours a day, seven (7) days a week.

3 Response Times and Escalation

3.1 Reporting Support Cases. Support Cases must be reported to QlikTech via the dedicated QlikTech support telephone number or email address set forth on QlikTech’s web site. Only the Technical Contact(s) may report Support Cases.

3.2 Response Times. QlikTech will respond, within the Maximum Initial Response Times set forth in the table below, to any Support Case reported by a Technical Contact in accordance with Section 3.1. QlikTech will determine the severity level of any Support Case in its reasonable discretion.

Severity Level	Maximum Initial Response Time*
Severity 1 Support Case	Within two (2) hours
Severity 2 Support Case	Within four (4) hours
Severity 3 Support Case	Within one (1) business day

3.3 Escalation. QlikTech will use commercially reasonable efforts to resolve Support Cases reported by a Technical Contact in accordance with Section 3.1 as soon as reasonably practicable. In addition, QlikTech provides for escalation to various internal resources depending on the severity level of the reported Support Case and the length of time the Support Case remains unresolved following QlikTech’s initial response*, in accordance with the table set forth below.

Severity Level	Notification to Senior Support Analyst	Notification to Director of Support	Notification to R&D	Notification to Director of R&D
Severity 1 Support Case	Four (4) hours	Twenty-four (24) hours	Forty-eight (48) hours	Seventy-two (72) hours
Severity 2 Support Case	Twelve (12) hours	Forty-eight (48) hours	Seventy-two (72) hours	Five (5) business days
Severity 3 Support Case	Seventy-two (72) hours	As required in QlikTech’s discretion	As required in QlikTech’s discretion	As required in QlikTech’s discretion

* For Standard and Standard Plus Support Coverage, references are to QlikTech’s normal local business hours from Monday to Friday (excluding public holidays), as set forth on QlikTech’s web site.

A Support Case is resolved upon the earlier of the following: (i) the issue or problem is resolved; (ii) if the issue or problem is the result of an Error, the provision of a Fix or Error Correction; (iii); QlikTech is able to provide a reasonable and mutually acceptable alternative solution; (iv) QlikTech confirms that the issue or problem is not due to any Error or deficiency in the Software; (v) QlikTech confirms that the issue or problem is in fact the result of a multi-vendor issue, and the End User agrees to transfer the problem to the third-party vendor for resolution; (vi) the End User's Technical Contact requests that QlikTech close the Support Case; or (vii) the Support Case has been left open for five (5) consecutive business days, during which period QlikTech has not received a response from a Technical Contact.

3.4 Exceptions. Notwithstanding anything herein to the contrary, QlikTech will have no obligation to provide support in connection with Support Cases or operational disruptions caused by: (i) the use of the Software with software or hardware which has not been approved by QlikTech in the Documentation; (ii) changes, modifications, or alterations to the Software not approved in writing by QlikTech or its authorized representatives; (iii) use of the Software other than in accordance with the Documentation and the Agreement; (iv) the failure to install Updates made available by QlikTech; or (v) the negligence or intentional misconduct of the End User or its employees and agents or any third party.

4 Updates

QlikTech will make free Updates available to End Users who have purchased Maintenance and are current with respect to the payment of the applicable yearly Maintenance Fees for the then-current yearly Maintenance period. Updates will be available, in QlikTech's discretion, in the form of an installation program on CD-ROM, on other digital medium, or via the Internet, together with documentation in printed or electronic form written in English or a language officially supported by QlikTech. Unless otherwise agreed in writing by QlikTech, the End User shall be responsible for installation of all Updates.

5 Prior Versions

QlikTech's obligations with respect to Maintenance are expressly conditioned upon the installation and use by the End User of either: (i) the most current Version of the Software; or (ii) the immediately preceding Version of the Software.

6 The End User's Obligations

6.1 The End User shall: (i) install and use all Updates of the Software made available by QlikTech; (ii) ensure that the Software is used only in accordance with any Documentation or advice from QlikTech; (iii) not alter or modify the Software or the Documentation nor permit the Software to be integrated with any other software except to the extent expressly permitted in the Documentation; (iv) not request, permit or authorize anyone other than QlikTech to provide any support services in respect of the Software or the Documentation; and (v) cooperate fully with QlikTech's personnel in the diagnosis of any Error or other issue or problem with the Software or Documentation.

6.2 The End User's contact with QlikTech in connection with the End User's requests for support and reports of Support Cases shall be through the Technical Contact(s). The Technical Contact(s) shall: (i) serve as the internal contact(s) for End User personnel who are authorized to use the Software; (ii) are responsible for initiating all requests by and maintaining all records of the End User relating to Maintenance; (iii) serve as the contact(s) with QlikTech on all matters relating to Maintenance; and (iv) are responsible for providing information and support, as requested by QlikTech, to assist in the diagnosis, analysis, and resolution of Support Cases. The maximum number of Technical Contacts for each End User is three (3), regardless of the number of licenses for the Software.

6.3 When reporting Support Cases in the Software, the End User must provide QlikTech a detailed description of its IT system(s) within which the Software operates, together with the basic structure of that system, any operational disruptions experienced by the End User, and the effect of the disruptions on the End User's operations. In addition, the End User must reasonably cooperate with QlikTech and provide QlikTech with all reasonable assistance necessary for QlikTech to diagnose, reproduce and assess any reported Support Case.

6.4 If the End User desires QlikTech to provide support via remote access, the End User shall ensure that a functioning system enabling QlikTech to have remote access to the End User's technical equipment is installed (subject to the End User's reasonable security measures and policies) and that satisfactory communication between the parties' computer systems is possible.