K2 ENTERPRISE SUPPORT POLICIES

3/27/2020

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ENTERPRISE SUPPORT POLICIES

OVERVIEW

These K2 Enterprise Support Policies ("Policies") apply to enterprise technical support and maintenance ("K2 Enterprise Support") provided by K2 Software, Inc. and its subsidiaries ("K2") for Supported Releases of K2 software and services.

A "Supported Release" is a version of K2 software or service (collectively, "K2 Software") which is receiving active technical support and maintenance. Each Supported Release has a minimum software support lifecycle of two years and will have a defined obsolescence date ("Standard Support Lifecycle"). At the end of the Standard Support Lifecycle for a specific Supported Release, such version will become an "End-of-Life Release."

As used in these policies, "Subscriber", "you" and "your" refers to the individual or entity that has ordered the K2 Enterprise Support from K2 or an authorized distributor, as applicable.

K2 Enterprise Support does not include support for other K2 products or services. You may not obtain support for the specified K2 Software or service via any other K2 support service.

K2 Enterprise Support is provided in English.

K2 Enterprise Support is purchased at your option. However, if you purchase K2 Enterprise Support for any K2 Software licensed to you, you must purchase the same level of K2 Enterprise Support for all K2 Software licensed to you. If you cancel or do not renew K2 Enterprise Support, such services will cease for all K2 Software licensed to you. In the event K2 Enterprise Support is cancelled or not originally purchased at the time you licensed the K2 Software, you may be charged a reinstatement fee if you choose to later purchase K2 Enterprise Support.

These Policies are subject to change at K2's discretion. K2 Enterprise Support ordered by you will be governed by the Technical Support and Maintenance policies applicable to the type of K2 Enterprise Support purchased and in effect at the time the support was ordered for the period acquired.

SUPPORT TERMS

TECHNICAL CONTACTS

K2 Enterprise Support will be provided to you only through your designated Technical Contacts. Your Technical Contacts must have, at a minimum, initial basic training on the K2 Software licensed to you and, as needed, supplemental training appropriate for specific role or implementation phase and/or specialized product usage.

ENTERPRISE SUPPORT POLICIES

Your Technical Contacts should know the internal build systems, tools, policies, and practices in use by you, and they must also be knowledgeable about the K2 Software, applications built on the K2 Software, and integration with any third party technical products, in order to help resolve system issues and to assist K2 in analyzing and resolving service requests.

You may designate one or more authorized Technical Contact(s) when you acquire K2 Enterprise Support. Only the designated Technical Contacts may submit support requests online through K2's customer portal.

K2 may review support issues logged by your Technical Contacts and as applicable may recommend specific training for your Technical Contacts to assist with similar issues in the future.

ENTERPRISE SUPPORT ENGINEER

An Enterprise Support Engineer (ESE) is an advanced-level K2 resource who will be responsible for performing the bulk of the work under a K2 Enterprise Support agreement. A single ESE will not be allocated to a single customer, but may be assigned a subset of all K2 Enterprise Support customers for principal technical ownership.

ENTERPRISE SERVICE MANAGER

The individual who will be the primary contact to ensure satisfactory delivery of the K2 Enterprise Support agreement is the Enterprise Service Manager (ESM). The ESM will hold monthly service delivery reviews with the customer and be the primary point of escalation. A single ESM will be identified per customer, though an ESM will be responsible for multiple customers.

SOFTWARE FUNCTIONALITY QUESTIONS

Software Functionality questions refer to all questions regarding features and functions of the K2 Software, including advice on how to design or build applications using the software. Assistance for Software Functionality questions can be obtained through the Community Forum at no cost or through K2 Virtual Services for separate fees.

COMMUNITY FORUM

K2's Community Forum (community.k2.com) is a collaborative technical community where your Technical Contacts can interact with other K2 Software users about technical issues, solution ideas, and how-to architect, design and utilize the service to gain the best results.

Technical questions may be answered through the Community Forum but will not be actively managed by K2. K2 technical resources actively participate in this Community Forum, but do not have any obligation to respond or to resolve any of these discussions.

SUPPORT INCIDENT

A Support Incident is a single support issue and the reasonable effort required to resolve it. A single support issue is a problem, error message or functionality issue that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each of these issues shall be considered a separate Support Incident. Support Incidents are not requests for general advice, guidance or Software Functionality questions.

A Support Incident has the following criteria:

- Specific functionality issues are encountered while you are using the K2 Software.
- There is a reasonable expectation that the issue originates from the K2 Software.

CODEFIX

A Codefix is a single or cumulative package (usually in the form of one or more files) that is used to address a problem in the K2 Software (i.e., a software bug). Typically, Codefixes are made to address specific or isolated product issues and are considered an out-of-cycle bug fix.

Only corrections for software bugs with a business-critical impact will be considered for availability as a Codefix. Corrections for less material software bugs will be considered for standard product release cycles.

K2 will use reasonable efforts to issue new Codefixes for the K2 Software, within the existing functionality and limitations of the software.

SUPPORT REGION BUSINESS TIMES

The location and business hours of each Support Region providing K2 Enterprise Support is available at Contact-Support.

SCOPE OF SUPPORT

There are two levels of K2 Enterprise Support. Both levels include:

- Standard K2 Software Support
- Global K2 Software Support
- Proactive Enterprise Support Services
- Accelerated SLAs

PROACTIVE ENTERPRISE SUPPORT SERVICES – LEVEL 1

ENVIRONMENT DOCUMENTATION AND REPRODUCTION

All K2 customers provide a certain amount of detail about their K2 Software environments, via the K2 Customer Portal. This includes Windows OS versions, SQL server versions and topology, email integration types, and more. Level 1 Enterprise Support will supplement that information with details related to key integration types used in the customer's solutions and other details learned that are unique or otherwise significant to the customer's usage of K2 Software.

K2 will also document K2 solutions in use by the customer as they interact with them through Enterprise Support. This will contribute to an expanding knowledge repository held by K2 Enterprise Support, which will allow ESEs to work much more effectively with customers, reducing troubleshooting time and effort, allowing them to identify possible opportunities for improvements, and ensuring a more holistic approach to Enterprise Support.

UPGRADE AND PATCH MANAGEMENT

Enterprise Support will attend and guide installation of Codefixes, at customer's request. This will include afterhours installation in production environments, up to once per quarter.

ENTERPRISE SUPPORT POLICIES

GO LIVE SUPPORT

Enterprise Support will provide guided planning and package & deployment support (P&D) for up to two (2) applications/solutions per year. An ESM will help develop the plan for how to ensure source and target environments are synchronized prior to P&D, as well as review any testing plan. Enterprise Support will attend (via web conference, or similar) a meeting with the customer to review the solution for P&D readiness, and to create the package of the solution. Any issues identified during this stage will be documented, and guidance provided to resolve. Enterprise Support will also attend a meeting with the customer to promote the solution to production, including afterhours assistance.

Testing the solution will be the responsibility of the customer.

PROACTIVE ENTERPRISE SUPPORT SERVICES – LEVEL 2

ENVIRONMENT DOCUMENTATION AND REPRODUCTION

As part of establishing Enterprise Support, K2 will perform an environment discovery and documentation process. Enterprise Support will maintain detailed environment information, including information such as server operating system versions, infrastructure, network topology, etc. Enterprise Support will also maintain information related to use-cases and applications specific to the customer, to ensure a deeper familiarity and understanding of the customer's K2 implementation. This in-depth assessment of the customer's environment and K2 usage will be reviewed on a semiannual basis to ensure accuracy.

In addition, Enterprise Support will maintain an environment internally, which approximates the customer's environment (same software version, fix pack level, etc.), and which will host a representative sample of demonstration solutions to mimic functionality key to the customer's critical applications.

UPGRADE AND PATCH MANAGEMENT

Enterprise Support will review newly released Codefixes (fix packs, cumulative updates) for key features and concerns. An ESM will then make recommendations about whether to apply the Codefix to customer's environments.

Enterprise Support will attend and guide installation of Codefixes, at customer's request. This will include afterhours installation in production environments, up to once per month.

Enterprise Support will perform additional environment monitoring after K2 server upgrades. This will include daily review of K2 server logs (for one (1) week following upgrade).

GO LIVE SUPPORT

Enterprise Support will provide guided planning and package & deployment support (P&D) for up to four (4) applications/solutions per year. An ESM will help develop the plan for how to ensure source and target environments are synchronized prior to P&D, as well as review any testing plan. Enterprise Support will attend (via web conference, or similar) a meeting with the customer to review the solution for P&D readiness, and to create the package of the solution. Any issues identified during this stage will be documented, and guidance provided to resolve. Enterprise Support will also attend a meeting with the customer to promote the solution to production, including afterhours assistance.

Testing the solution will be the responsibility of the customer.

ENTERPRISE SUPPORT POLICIES

EXCLUSIONS AND OBLIGATIONS

WHAT K2 ENTERPRISE SUPPORT DOES NOT INCLUDE

K2 has no support obligations for issues resulting from: (i) your equipment, network connections or other infrastructure; (ii) your use of the K2 Software in a manner not consistent with the K2 Software documentation or in violation of the license agreement; (iii) modifications to K2 Software by any party other than K2; or (iv) failures or downtime of the K2 Software due to any factors beyond K2's reasonable control or due to any force majeure event as described in your license agreement.

K2 has no support obligations for free, trial or evaluation access to the K2 Software.

K2 Enterprise Support does not include training, configuration, integration, remote access (unless requested by K2) or onsite services as may be offered by K2.

K2 Enterprise Support does not include testing customer applications built on the K2 Software.

YOUR OBLIGATIONS

In order to receive K2 Enterprise Support, you agree to promptly install into the K2 Software all K2 Software updates given to you by K2. You acknowledge that any failure to timely implement such updates may render the K2 Software unusable or non-conforming to the applicable documentation and you assume all risks arising from your failure to install such updates. Even if you have paid the applicable fees, K2 will not be required to provide K2 Enterprise Support to you if you have not properly implemented all K2 Software updates provided to you.

You are solely responsible for your data, information and software, including security and making back-up copies.

For non-emergency afterhours support, you agree to provide a minimum of 5 business days' advance notice to K2 Enterprise Support. Emergency afterhours does not carry an advance scheduling requirement.

SUPPORT INCIDENT SUBMISSION AND RESOLUTION

HOW TO SUBMIT SUPPORT INCIDENTS

For afterhours Support Incidents or emergencies, you must contact K2 Enterprise Support by phone or accompany an electronic request with a phone call. K2 Enterprise Support phone numbers can be found at Contact-Support.

For Priority Level 1, K2 recommends that your electronic request be followed up with a phone call to your applicable support center.

For Priority Levels 2-3, Technical Contacts have access to a secure online Customer Portal (portal.k2.com) for Support Incident submission and management purposes.

For Priority Level 4, K2 recommends you use K2's self-service channels, such as the Knowledgebase or K2's Community Forum, to assist in answering your question. Direct K2 assistance on these questions is

not included as part of K2 Enterprise Support. You may contact K2 Virtual Services for fee-based assistance from K2.

AFTER-HOURS SUPPORT

After-Hours Support allows a Support Incident to be addressed outside of normal business hours, including weekends and public holidays, in the applicable Support Region.

In order to submit an After-Hours Support Incident, you must have acquired Global K2 Software support.

For After-Hours Support Incidents or emergencies, you must contact K2 Software Support by phone or accompany an electronic request with a phone call. K2 Software Support phone numbers can be found at Contact-Support.

SUPPORT AVAILABILITY

K2 Enterprise Support will be available to the customer within various local regions. The primary region will be where the software and service were purchased. Each customer contact will be assigned a K2 Enterprise Region, and their interactions with K2 Enterprise Support will be primarily within that region.

For Severity 1 issues, K2 Enterprise Support will be available 24 x 7 x 365. For After-Hours Support Incidents or emergencies, you must contact K2 Enterprise Support by phone or accompany an electronic request with a phone call.

TICKET ASSIGNMENT AND COMMUNICATIONS

K2 Enterprise Support cases will bypass first-level K2 support, and will be assigned only to ESEs. An ESM will be identified. This ESM will have an in-depth understanding of the customer's environment and use-cases and will oversee delivery of the K2 Enterprise Support service. This will include consulting with all ESEs working cases for the customer and driving an overall strategy and plan for issue resolution.

K2 Enterprise Support cases will be handled by ESEs, and communications will be largely a combination of web portal and phone, with an emphasis on phone calls and frequent updates. Cases will also receive priority developer access, for expedited assistance when required.

TECHNICAL CONTACT ASSISTANCE

To assist K2 in resolving your issue, K2 expects your Technical Contact will help to:

- Verify that the Support Incident is not reproducible on similar artifacts that do not integrate with the K2 Software.
- Provide information necessary to help K2 track, prioritize, reproduce, and investigate the Support Incident.
- Provide a full description of the issue and expected results.
- Categorize issues (general question, defect, enhancement request, etc.).
- List steps to reproduce the issue and relevant data.
- Provide applicable log files or console output.
- Provide exact wording of all issue‑related error messages.

- Describe any special circumstances surrounding the discovery of the issue (e.g., first occurrence or occurrence after a specific event).
- Identify the business impact of the issue, and suggested priority for resolution.
- Provide timely responses to inquiries from K2 Enterprise Support about the issue and make themselves available for further investigation as required.

REPRODUCING ERRORS

K2 must be able to reproduce errors in order to resolve them. You agree to cooperate and work closely with us to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Subject to your approval on a case-by-case basis, users may be asked to provide remote access to their K2 Software for troubleshooting purposes.

LIMITATIONS TO RESOLUTION OF SUPPORT INCIDENTS

In the event that custom or unsupported plug-ins or modules are used, we may ask, in the course of attempting to resolve the issue, that you remove any unsupported plug-ins or modules.

If the problem is solved upon removal of an unsupported plug-in or module, then K2 may consider the issue to be resolved. For issues outside of scope of K2 Enterprise Support, K2 may also close issues by identifying the Support Incident as outside the scope of K2 Enterprise Support or arising from a version, platform, or usage case that is excluded from these Policies.

K2 will consider an issue closed if the Technical Contact has not responded to two (2) or more attempts by K2 to collect additional information required to solve the case.

K2 will use reasonable commercial efforts to promptly resolve Support Incidents. Actual resolution time will depend on the nature of the case and the resolution.

CONTACT INFORMATION

Phone numbers and contact information can be found at Contact-Support.

PRIORITY LEVELS AND SERVICE LEVEL AGREEMENTS

PRIORITY LEVELS

K2 will make reasonable efforts to respond to requests for K2 Enterprise Support based on the applicable Priority Levels as shown below.

Priority Levels will be determined by K2 according to the following criteria:

PRIORITY 1

Your production use of the K2 Software is completely inoperable and inaccessible to all users. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency.

A Priority 1 service request has one or more of the following characteristics:

• Data corrupted • A critical documented function is not available • System hangs indefinitely, causing unacceptable or indefinite delays for resources or response • System crashes, and crashes repeatedly after restart attempts

PRIORITY 2

The K2 Software is materially unable to perform and is causing a material and adverse impact for a majority of users. Operations can continue in a restricted fashion.

PRIORITY 3

The K2 Software is unable to perform to some degree and is causing some adverse impact for some users.

PRIORITY 4

These are Software Functionality "How-to" questions about the K2 Software. Assistance on Software Functionality questions can be obtained through the K2 Community Forum at no cost or through K2 Virtual Services for a separate fee. Answer to Software Functionality questions are not included as part of K2 Enterprise Support.

PRIORITY LEVEL PROGRESS

INITIAL PRIORITY LEVEL

K2 will assign an initial Priority Level when a Support Incident request is made. K2's initial focus, upon acceptance of a Support Incident request, will be to resolve the issues underlying the Support Incident request. The Priority Level of a Support Incident request may be adjusted as described below.

DOWNGRADE OF PRIORITY LEVEL

If, during the Support Incident request process, the issue no longer warrants the Priority Level currently assigned based on its current impact on the production operation of the K2 Software, then the Priority Level will be downgraded to the Priority Level that most appropriately reflects its current impact.

UPGRADE OF PRIORITY LEVEL

If, during the Support Incident request process, the issue warrants a higher Priority Level than that currently assigned based on the current impact on the production operation of the K2 Software, then the Priority Level will be upgraded to the Priority Level that most appropriately reflects its current impact. In requesting any assignment of a higher Priority Level, you must provide K2 with sufficient information that demonstrates the increased impact of the issue on your production operation of the K2 Software.

SERVICE LEVEL AGREEMENTS – TICKET HANDLING

INITIAL RESPONSE TIME

The "Response Time" is the time between the initial report by you and when K2 aims to send an initial response to your report. A "business day" means a regular business workday other than a Saturday, a Sunday or a public holiday in the support region from which K2 Enterprise Support is provided to you, and "business hours" means the regular business hours in that support region (see below for support region information).

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RECOVERY TIME

"Recovery Time" is the time between initial report of an issue and provision of a temporary solution, restoring use of the K2 Software. This may be a temporary fix, patch, or workaround. Only applicable to Level 2 K2 Enterprise Support.

RESOLUTION TIME

The "Resolution Time" is the target time for K2 to provide a permanent resolution to the reported issue. A case will be considered resolved when you receive one of the following:

1. Information that resolves the issue;
2. Explanation, recommendation, usage instructions or workaround on how to obtain a software solution that will resolve the issue;
3. Notice that the issue is caused by a known, unresolved issue or an incompatibility issue with the K2 Software;
4. Information that isolates the issue to a third-party product, not supported by K2; or
5. A codefix.

Only corrections for software bugs with a business-critical impact will be considered for availability as a Codefix. Corrections for less material software bugs will be considered for standard product release cycles.

SLA SUMMARY

Severity	Initial Response SLA	Recovery SLA[1,2]	Resolution SLA[1]
1	1 hour[3]	12 business hours	5 days
2	2 business hours	24 business hours	10 Business days
3	4 business hours	10 business days	30 Business days

[1] Recovery and Resolution times refer to K2 hours spent resolving the error, excluding time spent waiting for customer response.
[2] Recovery SLAs only apply to Level 2 K2 Enterprise Support
[3] Customer must phone K2 Enterprise Support for Severity 1 assistance outside of regional business hours.

If K2 Enterprise Support fails to achieve the relevant initial Response Time, Recovery and/or Resolution Service Level, K2 must immediately issue, and implement, an appropriate escalation action plan for the handling and resolution of the Support Incident. K2 must update the plan continuously until the Support Incident has been resolved.

SERVICE LEVEL REMEDY POLICY

Where Enterprise Support has failed to achieve the required Service Levels for Recovery or Resolution times (as set out in the table above) in three (3) consecutive Support Incidents, the customer will be entitled to a Service Credit calculated as a percentage of the monthly rate of the Enterprise Support service fee.

Type	Measurement	Penalty

Severity 1 Recovery/Resolution	Three or more consecutive Severity 1 incidents take longer than specified SLAs to recover or resolve	5% of monthly fees
Severity 2-4 Recovery/Resolution	Three or more consecutive Severity 2-4 incidents take longer than specified SLAs to recover or resolve	2% of monthly fees

To receive a Service Credit, the customer must have opened Support Incidents for each issue, and the customer must notify their ESM within thirty (30) days of the end of the month in which the overall service level was not met to provide the following:

- The Support Incident numbers
- How the customer was affected
- Description of the steps the customer initially took to attempt to resolve the issue

K2 reserves the right to withhold a Service Credit if it cannot verify the Service Level violation or if the customer cannot provide evidence that they were adversely affected as a result.

In order to be eligible for a Service Credit, a customer must be in compliance with all Policies, including payment obligations.

Verified Service Credits will be added to the customer's Service account balance for use upon subsequent renewal. No refunds or cash value will be provided.

The total Service Credits allowed to the customer in any month will not exceed ten percent (10%) of the monthly K2 Enterprise Support fee.

REPORTING

Enterprise Support will provide regular reporting to the customer, through a combination of review meetings and self-service.

On a weekly basis (biweekly for Level 1), the ESM will meet with the customer's specified technical contact(s) to review outstanding and past cases, prioritize open cases, and identify needs for escalation. During this weekly meeting, the ESM will provide a report of all open cases for the customer, as well as any cases which were closed in the previous week(s).

On a monthly basis, the ESM will meet with the customer's business and/or technical contacts to review service delivery. This will include a report of the results of the weekly log reviews, codefix reviews and recommendations, SLAs, and a summary of any work done on test solutions.

ESCALATION

In case of service interruptions, the escalation process will follow the standard incident management process. In case of any other issues not related to Support Incidents or urgent situations (e.g. related to the delivery of the service in general, changing business requirements or others), the Enterprise Service Manager should be contacted. Any escalation related to the service or service delivery should be escalated as follows:

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Title	Contact Details
K2 Enterprise Support	https://portal.k2.com/ticket/default
Enterprise Service Manager (ESM)	<Details to be provided, region dependent>
Manager of K2 Enterprise Services	<Details to be provided, region dependent>
K2 Global Support Director	Gail McDowell, gail@k2.com, +1 425 419 2013

*These contact details are subject to change.