

EXTENDED TERM TECHNICAL SUPPORT POLICIES FOR END-OF-LIFE PRODUCTS

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OVERVIEW

These K2 Extended Term Technical Support Policies for End-of-Life Products ("Policies") apply to technical support provided by K2 Software, Inc. and its subsidiaries ("K2") for K2 product versions that have entered an end-of-life status or for which standard Technical Support and Maintenance has ended ("K2 End-of-Life Release") and are eligible for technical support and maintenance for an additional term ("K2 Extended Term Support").

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

K2 Extended Term Support does not include support for other K2 products or services. You may not obtain support for your K2 End-of-Life Release via any other K2 support service.

K2 Extended Term Support is provided in English.

These policies are subject to change at K2's discretion. K2 Extended Term Support ordered by you will be governed by the Policies in effect at the time the support was ordered.

For the K2 End-of-Life Release licensed to you, these Policies will supersede standard Technical Support and Maintenance policies for K2 software.

SUPPORT TERMS

TECHNICAL CONTACTS

You may designate one or more authorized technical support contact(s) at your entity when you acquire K2 Extended Term Support. K2 Extended Term Support will be provided to you only through your designated Technical Contacts. Only the designated Technical Contacts may submit support requests online through K2's customer portal.

Your Technical Contacts must have, at a minimum, initial basic training on the K2 End-of-Life Release licensed to you and, as needed, supplemental training appropriate for specific role or implementation phases and/or specialized product usage. 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 End-of-Life Release, applications built on the K2 End-of-Life Release 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.

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.

SOFTWARE FUNCTIONALITY QUESTIONS

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

COMMUNITY FORUM

K2's "Community Forum" (<u>community.k2.com</u>) is a collaborative technical community where your Technical Contacts can interact with other K2 users about technical issues, solution ideas, and how to architect, design and utilize the software 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 End-of-Life Release.
- There is a reasonable expectation that the problems originate from the K2 End-of-Life Release.

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 to the K2 End-of-Life Release. Corrections for less material software bugs will be considered for standard product release cycles.

EXISTING CODEFIX

An "Existing Codefix" is a Codefix that has already been developed for the K2 End-of-Life Release. An Existing Codefix will not require any further development.

NEW CODEFIX

A "New Codefix" is a Codefix that has yet to be developed for the K2 End-of-Life Release. K2 will use reasonable efforts to issue New Codefixes for the K2 End-of-Life Release, within the existing functionality and limitations of the software.

SCOPE OF SUPPORT

SUPPORT SERVICE TYPES

STANDARD K2 EXTENDED TERM SUPPORT

Under Standard K2 Extended Term Support ("Standard Extended Support"), Support Incidents will be addressed by K2 during regular business hours for the applicable region in which your Standard

Extended Support has been registered ("Support Region"). The location and business hours of each Support Region is available at <u>Contact-Support</u>. Support Incidents can be reported electronically through the K2 customer portal or by contacting your applicable support center via phone.

Standard Extended Support also includes:

- Unlimited access to online self-service knowledge base of information and solutions
- Unlimited access to online product help documentation
- Electronic and telephonic access to K2 support personnel for standard Support Incidents
- Unlimited access to the Community Forum for Software Functionality questions, assistance and guidance, solution and application sharing, collaboration with other community resources and technical information on lower priority service issues
- Access to all Existing Codefixes for the K2 End-of-Life Release licensed to you.

K2 EXTENDED TERM PLUS SUPPORT

This service includes:

- Standard Extended Support
- Access to New Codefixes for the K2 End-of-Life Release licensed to you.

K2 END-OF-LIFE SUPPORT

This service includes:

- Unlimited access to online self-service knowledge base of information and solutions
- Unlimited access to online product help documentation
- Electronic and telephonic access to K2 support personnel for standard Support Incidents
- Unlimited access to the Community Forum for Software Functionality questions, assistance and guidance, solution and application sharing, collaboration with other community resources and technical information on lower priority service issues
- Access to all Existing Codefixes for the K2 End-of-Life Release licensed to you.

No new development will be supported

AFTER-HOURS SUPPORT

"After-Hours Support" may be added to any K2 Extended Term Support (Standard Extended Term, Extended Term Plus, or End-of-Life). 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 After-Hours Support in addition to K2 Extended Term Support for the K2 End-of-Life Release.

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

WHAT K2 SOFTWARE 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 End-of-Life Release in a manner not consistent with the applicable documentation or in violation of the license agreement; (iii) modifications to the K2 End-of-Life Release by any party other than K2; or (iv) failures or downtime of the K2 End-of-Life Release due to any factors beyond K2's reasonable control or due to any force majeure event as described in your license agreement.

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

K2 End-of-Life Support does not cover any new development on the K2 software by you. This service only covers solutions built while the K2 software was covered under earlier Support terms.

YOUR OBLIGATIONS

In order to receive K2 Extended Term Support, you agree to promptly install into the K2 End-of-Life Release all K2 software updates given to you by K2. You acknowledge that any failure to timely implement such updates may render the K2 End-of-Life Release 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 Extended Term 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.

PRIORITY LEVELS AND RESPONSE TIMES

PRIORITY LEVELS

K2 will make reasonable efforts to respond to requests for K2 Extended Term 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 End-of-Life Release is completely inoperable and inaccessible to all users. You experience a complete loss of functionality. Your affected 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 End-of-Life Release 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 End-of-Life Release 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 End-of-Life Release. Answers to Software Functionality questions are not included as part of K2 Extended Term Support. Assistance on Software Functionality questions can be obtained through the Community forum at no cost or by purchasing K2 Virtual Services for a separate fee.

RESPONSE TIMES

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 Extended Term Support is provided to you, and "business hours" means the regular business hours in that Support Region (see below for Support Region information). K2 Extended Term Support is provided to you from the location supporting the Support Region where your licensee address provided to K2 is located.

Target Response Times:

Priority	Standard request	After-hours request
	(business hours only)	(24x7)
1	2 business hours	1 hour
2	8 business hours	Not available
3	8 business hours	Not available
4	Fee based service	Not available

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.

DOWNGRADES OF PRIORITY LEVELS

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 End-of-Life Release, then the Priority Level will be downgraded to the Priority Level that most appropriately reflects its current impact.

UPGRADE OF PRIORITY LEVELS

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 End-of-Life Release, 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 End-of-Life Release.

SUPPORT INCIDENT SUBMISSION AND RESOLUTION

HOW TO SUBMIT SUPPORT INCIDENTS

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

For Priority Level 1, K2 recommends that your <u>electronic request</u> 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 (<u>portal.k2.com</u>) for <u>support request submission and management purposes</u>.

For Priority level 4, K2 recommends you use K2's self-service channels, such as the <u>Knowledgebase</u> or <u>Community Forum</u>, to assist in answering your question. Direct K2 assistance on these questions is not included as part of K2 software support. You may purchase K2 Virtual Services for fee-based assistance from K2.

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 End-of-Life Release.
- 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 your business impact of problem, and suggested priority for resolution.

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 End-of-Life Release for troubleshooting purposes.

RESOLUTION AND CLOSURE OF SUPPORT INCIDENTS

A Support Incident has been 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 considered non-blocking and has been logged for consideration;
- 4. Notice that the issue is an incompatibility issue with the K2 End-of-Life Release;
- 5. Information that isolates issue to a third-party product, not supported by K2; and/or
- An Existing or New Codefix (New Codefixes are only available through K2 Extended Plus Support).

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 Support Incident to be resolved. For issues outside of scope of K2 Extended Term Support, K2 may also close issues by identifying the Support Incident as outside the scope of the K2 Extended Term Support or arising from a version, platform, or usage case that is excluded from the Policies.

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

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

SUPPORT REGION BUSINESS TIMES

The location and business hours of each Support Region providing K2 Extended Term Support as specified herein is available at <u>Contact-Support</u>.

CONTACT INFORMATION

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