



K2 VIRTUAL SERVICES POLICIES

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OVERVIEW

These Virtual Services Policies (“Policies”) apply to K2 Software, Inc.’s (“K2”) consulting services that aid in the use of its software products (collectively “Software”) and are delivered remotely or in a “virtual” setting, through email, telephone, teleconference and/or web conferencing (collectively “K2 Virtual Services”).

As used in these Policies, “Customer,” “Licensee,” “you” and “your” refer to the individual or entity that has ordered K2 Virtual Services from K2 or through an authorized distributor or reseller.

All K2 Virtual Services as specified in these Policies will be provided in English.

These Policies are subject to change at K2’s discretion.

PURCHASING K2 VIRTUAL SERVICES

There are two ways to purchase K2 Virtual Services:

DIRECT PURCHASE FOR K2 VIRTUAL SERVICES

You can purchase directly by issuing a purchase order. After the order has been processed, a service request will automatically be created and assigned for delivery to the applicable team.

SERVICE CREDITS FOR K2 VIRTUAL SERVICES

K2 Services Credits (“Credits”) are a flexible means of paying for K2 Virtual Services. You can purchase Credits by issuing a purchase order or buying through store.k2.com. The number of Credits required for K2 Virtual Services will depend on the type of service, scope of the request, and delivery model chosen.

When you schedule a K2 Virtual Service, an initial number of Credits will be deducted temporarily from your account. Additional Credits will be deducted as needed for the cost of the K2 Virtual Service, and all allocated Credits will be used upon delivery of the service.

Credits are valid for up to one year (12 months) from date of purchase. Credits will automatically expire after this period. Credits that expire while allocated to a K2 Virtual Service engagement will remain valid for an additional 30 days while the request is active or until the credits are released from the service request.

You must be currently receiving Technical Support and Maintenance or have a valid K2 subscription to purchase and use Credits. Should your Technical Support and Maintenance or K2 subscription expire while you still have unused Credits, those Credits will be reinstated for their remaining validity period if you renew your Technical Support and Maintenance or purchase a valid K2 subscription within thirty days after the expiration date.

VIRTUAL SERVICE TYPES

K2 Virtual Services are focused on driving success in every step of the customer journey.

The following are examples of available service categories, although service availability may change from time to time, and K2 reserves the right to make changes in offerings at any time:

- I. **Afterhours support standby for scheduled events** – Support will be on standby to assist with troubleshooting issues you face during a self-directed planned install, upgrade or deployment.
- II. **Performance evaluation, optimization and troubleshooting** – Assistance in preventing and resolving performance related issues associated with an application or your platform.
- III. **Application design and development mentoring and assistance** – Various levels of assistance and mentoring during your development life cycle.
- IV. **Infrastructure and administrative mentoring and assistance** – Various levels of assistance and mentoring focused on setup and administration of your K2 platform.
- V. **Installation or upgrade assistance** – Assistance with installing, configuring or upgrading your K2 platform.
- VI. **Workshops, Training and Certification** – Software training, workshops and K2 certification exams that are self-paced, guided or instructor-led.
- VII. **Success Enablement Packages** – Success enablement packages are collections of services to enhance user enablement. Each package contains a variety of K2 Virtual Services, including product orientation, product training, workshops on expert topics associated with application development and K2 platform administration, application design assistance, application development mentoring and K2 platform administration mentoring.

SERVICE DELIVERY

K2 Virtual Services are delivered in different formats. Each type of delivery has different requirements.

SUCCESS ENABLEMENT PACKAGES

K2 Virtual Services will be delivered in sequence and will be guided by a consultant. Services will be delivered during business hours only. Scheduled time with a consultant cannot exceed four (4) hours per day.

SUPPORT STANDBY

A dedicated K2 support engineer will be ready and on call during the execution of your scheduled event. In order to engage during this time, you will be required to call the support engineer for assistance. One (1) week lead-time is required to schedule K2 Support Standby.

TIME WITH A CONSULTANT FOR MENTORING OR TROUBLESHOOTING

Time can be scheduled with a consultant to discuss your topic, troubleshoot your performance issue or assist in real-time. Scheduled time with a consultant cannot exceed four (4) hours per day. Three (3) days of lead time is required for scheduling a consultant.

In some situations, the consultant may need to investigate, fact find or model out various options to assist with your question. Even though this time is not spent online with you, any necessary preparation will be billable time.

APPLICATION ARTIFACTS

K2 Virtual Services deliver artifacts as examples or samples of how a specific functionality can be used in K2 software. Artifacts are not production-ready and provided only as examples. K2 is not liable for direct or indirect use of any artifacts in a live system.

INSTALLATION, SYSTEM CONFIGURATION AND UPGRADE ASSISTANCE

Installations, system configurations and upgrades are guided by a K2 Virtual Services consultant. You will be provided with instructions on pre-installation configuration requirements; validation of all pre-installation configuration requirements; live guidance during the installation, configuration or upgrade of all K2 artifacts per predefined scope; live troubleshooting related to issues; and testing of the K2 infrastructure after successful implementation. Engagements can be scheduled during business or non-business hours. Additional fees will be required for non-business hour engagements. One (1) week of lead-time is required for scheduling an engagement.

VIDEO RECORDING OR INSTRUCTIONAL DOCUMENTATION OF INSTALLATION, UPGRADE, MENTORING OR TROUBLESHOOTING SESSIONS

Video recordings or instructional documentation are not automatically included as part of the standard delivery of any K2 Virtual Service and are only provided upon request during the submission of the service request. If such a request is made, each session with a consultant can be recorded as instructional documentation or video recording. A personalized installation guide can be created on request. Recordings and guides will be delivered electronically within two business days after the remote engagement. Video recordings or instructional documentation will incur an additional fee or Credits.

SELF-PACED TRAINING, WORKSHOPS, SUBSCRIPTIONS AND K2 CERTIFICATION EXAMS

Self-paced training and self-paced workshops are delivered electronically through secure login to K2 University's online videos and content. You will receive a username and password for accessing content. Content can be accessed individually or through a subscription.

If a single training course or workshop is purchased, you will receive access to that training course or workshop only and not to any other content. Access expires 3 months from date of purchase.

Training subscriptions provide access to a variety of available K2 training and workshop content. Training subscriptions allow either 3- or 12-month access from date of purchase to all available training and workshop content for that period. Training subscriptions include named users. One change to named users per subscription term is allowed solely if a user terminates employment with the subscriber. This

will not apply to any complimentary subscriptions.

Certification exams are delivered electronically through a secure login. In addition to these Policies, exams also are governed by the K2 Certification Exam Terms & Conditions. On successful completion of an exam, a Certification PDF and badge image will be provided to the student electronically.

PRIVATE INSTRUCTOR-LED WORKSHOPS AND TRAINING CLASSES

Private virtual classroom training is delivered using a secure login to a web-based classroom hosted by a live instructor. The students in class must be from a single organization.

Class dates will be mutually agreed upon. Students must follow the classroom requirements provided in advance of training. Any K2 artifacts required for completion of any hands-on exercises will be provided to each student. Hands-on exercises should be completed on the student's own K2 instance. If students do not have a K2 instance available for performing any of the hands-on exercises, a K2 hosted training instance can be provided for the duration of the class.

OPEN ENROLLMENT INSTRUCTOR-LED WORKSHOPS AND TRAINING CLASSES

Open enrollment virtual classroom training is delivered using a secure login to a web-based classroom hosted by a live instructor. The students in class will be from multiple organizations.

Open enrollment sessions are scheduled and advertised on the K2.com site. Registration must take place one full business day prior to the start of class.

There are minimum student requirements to hold a session, and K2 reserves the right to change or cancel class dates. If K2 changes dates, a student may cancel registration without penalty. K2 reserves the right to cancel up to three weeks before the first day of the scheduled class. Registered students will be provided the opportunity to move to a later scheduled class or reinstante your K2 Services credits at K2's discretion. Any other cancellation initiated by the student must occur a week before the class start date to receive a full refund. You may replace one student with another until the morning of the first day of class. Students must follow the classroom requirements provided in advance of training.

Hands-on exercises should be completed on the student's own K2 instance. If the student does not have a K2 instance available, K2 can provide access to a hosted training instance.

SERVICE REQUEST AND SCHEDULING

Service requests are initiated in two ways:

1. Automatically after purchase.

When the service is purchased directly, a request will automatically be generated and assigned to a consultant for delivery.

2. Through the Remote Services Request application. See the detailed [guide to requesting Remote Services](#). When you purchase with Credits, each K2 Virtual Service type requires an initial Credit allocation. You must have the applicable balance of Credits at the time of scheduling. A K2 Virtual

Service request cannot be submitted if the available Credit balance is lower than the initial Credit requirement.

You must have an active user account on the [K2 customer portal](#) to submit a new request for K2 Virtual Services. Initial response time may vary from service to service but should not take longer than 8 hours. Scheduling time with a consultant will require lead time. Lead times will differ from service to service.

Please see Service Delivery for further details.

CANCELLATION, LATE SHOW OR NO SHOW POLICIES

Our goal is to provide quality individualized service in a timely manner. We understand that there are times when you must miss an appointment due to emergencies or obligations for work or family.

No-shows, late shows and cancellations inconvenience those individuals who need access to K2 Virtual Services. We would like to remind you of our policy regarding missed appointments.

SERVICE REQUEST INACTIVITY

All services associated with a K2 Virtual Services request must be scheduled and delivered within a 12-month period. Any services not used within this period will be deemed successfully delivered, with any fees paid toward these services forfeited and any unpaid fees collected.

SCHEDULED APPOINTMENT

To cancel or reschedule an appointment, please contact the consultant that is servicing your request directly through the electronic request system.

Cancellation or rescheduling requires at least **48-hour notice**.

If you cancel with less than 24 hours of notice, any fees paid toward the appointment will be forfeited.

Scheduled appointments will be active for only 15 minutes from the scheduled start time, after which the appointment will be cancelled as “No-Show.” Any fees paid toward No-Show appointments will be forfeited.

Late arrival to an appointment, within 15 minutes of start time, will incur cost from scheduled start time.

SELF-PACED TRAINING (SINGLE CLASS REGISTRATION)

To cancel or reschedule your course reservation, please contact the training coordinator directly through the electronic request system **at least one week prior to the start of the course**. Failure to do so will result in student’s 3 months of access to course content to continue counting down from original requested start date.

OPEN ENROLLMENT VIRTUAL INSTRUCTOR-LED TRAINING

To cancel your course reservation, please contact the training coordinator through the electronic request system at least **one week prior to the start of the course**.

If K2 changes class dates, a student may cancel the registration without penalty. Any other cancellation initiated by the student must occur a week before class start date. Failure to do so will result in forfeiture of any fees paid toward the course.

If you have registered and cannot attend the course, you may substitute another individual in your place by notifying the training coordinator through the electronic request system. You may replace one student with another until the morning of the first day of class. The substitute student cannot already be registered and must meet the class prerequisites.

K2 reserves the right to cancel an Open Enrollment Virtual Instructor-Led Training class up to three weeks before the first day of the scheduled class. Registered students will be provided the opportunity to move to a later scheduled class or reinstate your K2 Services Credit at K2's discretion.

PRIVATE VIRTUAL INSTRUCTOR-LED TRAINING

To cancel a private training event, please contact the training coordinator through the electronic request system at least **ten (10) business days prior to the start of the course**. Failure to do so will result in forfeiture of any fees paid toward the course.

To make changes to or substitute students, please notifying the training coordinator through the electronic request system. You may replace one student with another until the morning of the first day of class. The substitute student cannot already be registered and must meet the class prerequisites.

GENERAL TERMS

The following terms apply to and govern all K2 Virtual Services:

CHANGE ORDERS

Any change to the K2 Virtual Services as ordered and/or a change in the assumptions and/or conditions necessary for K2 to perform K2 Virtual Services will require a mutually agreed-upon change order between the parties before the K2 Virtual Services may proceed. Additional fees, expenses, terms and scheduling changes may be required as part of a change order.

CONFIDENTIALITY

The parties acknowledge and agree that as part of K2 Virtual Services each party (a "receiving party") may have access to and/or receive certain Confidential Information of the other party (a "disclosing party"). "Confidential Information" shall mean information of a party that is confidential, proprietary, or would be reasonably considered confidential. Confidential Information shall not include information that (a) is already known by the receiving party at the time of disclosure, (b) becomes publicly known through no act or fault of the receiving party, (c) is received by the receiving party from a third party without a restriction on disclosure or use, or (d) is independently developed by the receiving party without reference to the Confidential Information of the disclosing party. All Confidential Information shall remain the exclusive property of the disclosing party. The receiving party may offer suggestions or comments with respect to Confidential Information provided originally by disclosing party ("Feedback"). Both parties agree that all Feedback is and shall be given entirely voluntarily. The receiver of the Feedback shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. The receiving party shall (a) use and reproduce the disclosing party's Confidential Information only as part of the K2 Virtual Services, (b) restrict disclosure of the disclosing party's Confidential Information to its employees and contractors with a need to know, and (c) not disclose the disclosing party's Confidential Information to any third party (including, but not limited to, any third party consultant, contractor, or agent) without first obtaining such third party's

agreement to maintain the confidentiality of the disclosing party's Confidential Information under terms and conditions at least as stringent as those set forth herein. Notwithstanding these requirements, the receiving party may disclose Confidential Information of the disclosing party to the extent it is required to do so under law or in a judicial or other governmental investigation or proceeding, provided the receiving party provides notice to the disclosing party in order that the disclosing party may seek a protective order, and that such information disclosed is for the limited scope and purpose of the investigation or proceeding.

OWNERSHIP AND LICENSE

K2 shall own all right, title and interest in any deliverables or other materials developed as part of the K2 Virtual Services, excluding any information or other materials provided by the Customer to K2 as part of the K2 Virtual Services (the "Deliverables"). K2 hereby grants to the Customer a nontransferable nonexclusive license to use such Deliverables for its internal business purposes.

WARRANTY

K2 represents and warrants that the K2 Virtual Services will be performed in a good, workmanlike manner in accordance with generally accepted industry standards. K2 DOES NOT WARRANT OR GUARANTEE THAT THE K2 VIRTUAL SERVICES OR DELIVERABLES WILL MEET THE CUSTOMER'S REQUIREMENTS, THAT THE DELIVERABLES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT K2 WILL CORRECT ALL ERRORS IN THE K2 VIRTUAL SERVICES OR ANY DELIVERABLE. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND K2 EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. For any breach of the specified warranty, the Customer's exclusive remedy and SourceCode's entire liability shall be, at SourceCode's discretion, as applicable: (a) reperformance of the K2 Virtual Services; or (b) if K2 cannot substantially correct such breach, K2 may terminate the K2 Virtual Services and refund to the Customer any fees the Customer has paid to K2 for the deficient K2 Virtual Services.

LIMITATION OF LIABILITY

IN NO EVENT SHALL K2 BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM OR IN CONNECTION WITH ANY K2 VIRTUAL SERVICES, EVEN IF K2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall SourceCode's liability under any claim made by the Customer exceed the total amount of fees paid by the Customer to K2 for the specific K2 Virtual Services at issue in the three (3) months prior to the date of any such claim. No action, regardless of form, arising out of or in connection with the K2 Virtual Services (other than an action by K2 for any amount due to K2 by the Customer) may be brought more than two (2) years after the cause of action has arisen.

INDEMNIFICATION

Indemnification by K2. Subject to the terms specified herein, K2 will defend, indemnify and hold the Customer harmless against any third party claims that the Deliverables, excluding any information or other materials provided by the Customer, as provided as part of the K2 Virtual Services and as used by the Customer according to these terms and the applicable order, infringes a third party's intellectual property rights.

Indemnification by Customer. You agree to defend, indemnify, and hold harmless K2, its affiliates and their respective successors, directors, officers, employees, and agents from and against any and all third-party claims, demands, costs, liabilities, judgments, losses, expenses, and damages (including attorneys' fees) arising out of, in connection with, or related to your participation in the K2 Virtual Services; and (b) your use of any K2 Virtual Services in a manner which is in any way inconsistent with these Policies.

The indemnified party shall promptly notify the indemnifying party in writing, not later than 30 days after the indemnified party receives notice of the claim, specifying the nature of the action and the total monetary amount sought or other such relief as is sought therein. The indemnified party shall, at the indemnifying party's expense, cooperate with the indemnifying party in all reasonable respects in connection with the defense of any such action. The indemnifying party will have sole control over the defense and settlement of the action.

If K2 believes or it is determined that the K2 Virtual Services or a Deliverable may violate a third party's intellectual property rights, K2 may choose in its discretion to: (a) modify the Deliverable to be non-infringing; (b) obtain a license for the Customer to allow for continued use of the Deliverable; or (c) terminate the license for the Deliverable and require its return from the Customer, and refund the fees the Customer paid to K2 for the applicable Deliverable.

K2 has no obligation to indemnify, defend or hold the Customer harmless: (a) if the K2 Virtual Services or any deliverables thereunder are altered or modified by anyone other than K2, or used outside the scope of use identified in these terms or the applicable order; (b) to the extent that an infringement claim is based upon any software, design, specification, instruction, data or other material not furnished by K2; or (c) to the extent an infringement claim is based upon the combination of the K2 Virtual Services or any deliverable thereunder with any products or services not provided to the Customer by K2.

This Section provides the parties' exclusive remedies and liabilities for any claim or damages involving indemnification.

RELATIONSHIP OF PARTIES

The parties are independent contractors under these policies. Neither party shall act, and shall not be deemed as, an agent for the other, nor shall either party have any right or power hereunder to act for or to bind the other in any respect. Notwithstanding anything to the contrary, these policies shall not be deemed to create any employer-employee, agency, franchise, joint venture or partnership relationship between the parties.

NO WAIVER

Failure to enforce any rights hereunder, irrespective of the length of time for which such failure continues, shall not constitute a waiver of those or any other rights, nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

GOVERNING LAW

These policies and K2 Virtual Services shall be construed and controlled by the laws of the State of Washington, United States of America, and the Customer consents to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case Customer consents to exclusive jurisdiction and venue in the Superior Court of King County, Washington. The Customer waives all defenses of lack of personal jurisdiction and forum non-convenience. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or to the transactions processed under this Agreement.

FORCE MAJEURE

K2 shall not be responsible for failure or delay of performance if caused by: an act of war, hostility or sabotage; act of God; Internet, telecommunication or electrical outage; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of K2 (collectively, "Force Majeure Events"). The parties will use reasonable efforts to mitigate the effect of any Force Majeure Events. If such Force Majeure Event continues for more than 90 days, either party may cancel unperformed services upon written notice. This Section does not excuse the Customer's obligation to pay for K2 Virtual Services as may have already been provided.

EXPORT REGULATIONS

The Customer acknowledges that the K2 Virtual Services or Deliverables thereunder may be subject to United States export jurisdiction, as well as end-user, end-use and destination restrictions, which may be issued by the United States and other governments.