



K2 APPLICATION MANAGEMENT - PREMIUM

ENTERPRISE SERVICES

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1 OVERVIEW

These K2 Application Management – Premium Policies (“Policies”) apply to service delivery of the K2 Application Management Service (the “Service”) provided by K2 Software, Inc. and its subsidiaries (“K2”).

As used in these policies, “Subscriber”, “you” and “your” refer to the individual or entity that has ordered the Service from K2 or an authorized distributor or reseller, as applicable.

The Service is provided in English, and during regional hours of operations, unless noted otherwise.

2 TERMS

2.1 ENTERPRISE SERVICE MANAGER

You will be assigned a K2 Enterprise Service Manager (“ESM”), as the primary point of contact for service delivery.

2.2 K2 APPLICATION

A “K2 Application” is a combination of workflows, forms, SmartObjects, reports, and other artifacts which serve to address a specific business requirement. Depending on the level of the Service purchased, multiple K2 Applications will be supported under the Service.

2.3 INCIDENT

An “Application Incident” is a single issue or query related to a supported K2 Application.

2.4 FUNCTIONAL ISSUE

For purposes of this agreement, “Functional Issue” means any issue or error with any functional aspect of the supported K2 Application, including issues with the K2 Application complying with the specification or documentation, or unexpected behavior of the K2 Application which deviates from the specification or documentation.

2.5 CUSTOMER K2 HELPDESK

Customer resources who provide first-level application support for the K2 Application(s) covered by the Service are referred to herein as the “Customer K2 Helpdesk”.

2.6 SERVICE DESK

A “Service Desk” is software used by the Customer K2 Helpdesk and/or K2 to track incidents and requests. Typically, the Service will leverage your Service Desk software, integrated with K2’s support ticket system (where possible).

2.7 RESPONSE TIMES

Response and Resolution Times only include K2 hours spent resolving the incident, excluding time spent waiting for customer response.

2.7.1 INITIAL RESPONSE TIME

The “Initial Response Time” is the time between the initial report by you and when K2 sends 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 region from which the Service is provided to you, and “business hours” means the regular business hours in that region (see [here](#) for regional hours of operation and contact information).

2.7.2 ESTIMATION RESPONSE TIME

“Estimation Response Time” is the time between initial report of an issue and provision of an estimated resolution timeline.

2.7.3 SUBSEQUENT RESPONSE TIME

“Subsequent Response Time” is the frequency with which the Service will update you on the resolution status.

2.7.4 RESOLUTION TIME

The “Resolution Time” is the time for K2 to return the K2 Application to a usable and available state.

3 SCOPE OF SERVICE

The following elements make up the Service catalog.

Type		Service
<i>Premium Services</i>		Onboarding
		Application Health and Error Monitoring
		Application Incident Management
		Application Issue Correction
		Regression Testing
		Process Deployment
		Service Optimization
		Reporting
<i>Add-on Services</i>	SOW and fee-based	Application Enhancement
		New Application Development
		Center of Excellence
		Application Performance and Load Testing
	Additional Application Intake	
	Subscription	24x7 Support

3.1 ONBOARDING

K2 provides an Onboarding, available from an initial onboarding call with the ESM until the Service is made available to you. K2 will coordinate with customer representatives in this initial phase.

Onboarding includes discovery of customer operational and escalation procedures, Service Desk systems, and other components required for K2 representatives to engage with the Customer K2 Helpdesk. During this phase, we will work with you to establish the necessary security and access to your systems, as well as installing and configuring K2 Application monitoring tools.

All K2 Application(s) to be covered under the Service must undergo a quality and stability review before intake. We will review your K2 Application for best practices of design and implementation. We may require certain modifications or enhancements to your application before accepting it to the Service. You can make these modifications yourself or utilize our Application Enhancement service to perform this work for you, for separate fees under a statement of work.

Prior to Service initiation, there will be a period of time spent training K2 staff on your operational procedures and case management systems, as well as on the K2 Application(s) covered under this Service.

3.2 APPLICATION HEALTH AND ERROR MONITORING

Service resources will perform daily review and monitoring of K2 systems and error logs related to the supported K2 Application(s). Where possible, the Service will identify causes of application errors, and provide recommendations on how to mitigate or avoid them in the future. This may involve application or infrastructure enhancements, user education, and other proposals. K2 Application issues found to be due to dependent systems will be referred to the customer's systems team.

3.3 APPLICATION INCIDENT MANAGEMENT

Through the use of a Service Desk, K2 will receive, document, and prioritize issues related to your supported K2 Application(s), including:

- Troubleshoot and resolve Functional Issues with the K2 Application that cannot be resolved by the Customer K2 Helpdesk
- Receive and document Functional Issues related to the K2 Application
- Collect and document requests for changes ("Change Requests")
- Share status of requests

3.4 APPLICATION ISSUE CORRECTION

If your supported K2 Application(s) have issues working as intended, the Service will restore original functionality, via either a permanent fix or a temporary workaround until a permanent fix is found. To identify and request K2 Application problem corrections, submission of an Application Incident is necessary.

3.5 REGRESSION TESTING

As part of Onboarding a supported K2 Application, functional requirements of the K2 Application will be documented. These functional requirements will also have appropriate test cases defined. The Service includes baseline functionality testing of your supported K2 Application at the onset of Service, and after product upgrades and patches.

3.6 PROCESS DEPLOYMENT

The Service will include scheduled application deployments as part of Application Issue Correction, Application Enhancements, or New Application Intake. This will include validating source and target environment readiness, solution packaging from source environment, and solution deployment to the target environment. This work will be performed during the customer's standard scheduled K2 [Maintenance Window](#) for Application Enhancements and Application Issue Corrections, unless an

emergency change request has been requested and approved by the customer. Deployment for New Application Intake will occur during business hours.

3.7 SERVICE OPTIMIZATION

K2 aims to continually improve on and optimize the Service through regular reviews of operations and education of the Customer K2 Helpdesk team to improve communication, case triage and deflection.

3.8 REPORTING

The Service will provide regular reporting to the customer, through a combination of review meetings and self-service. This will ensure that you have full visibility into delivery of the Service.

3.8.1 WEEKLY

On a weekly basis, the ESM will provide you with a status report that gives an overall summary of the following:

- Project health
- On-going activities
- Completed tasks
- Upcoming milestones and releases
- Bug fixes
- Risk identification and mitigation plan
- Action items across different application areas

3.8.2 MONTHLY

On a monthly basis, the ESM will meet with the customer's business and/or technical contacts to review service delivery. This activity includes the following:

- Tracking unresolved issues from maintenance projects which impact service levels
- Updating maintenance project progress and resolving critical issues
- Capturing agreements and disagreements and items needing escalation

3.8.3 QUARTERLY

A quarterly review meeting will be through teleconference meeting session which will be booked in advance. This quarterly meeting will provide:

- Overall project status
- Issues list
- Service level review, including metrics reporting, supporting reasons for metrics deviation, and items needing adjustment within service levels (e.g., scope, metrics)

3.9 LIMITATIONS

You must have an active software and support subscription to be eligible for the Service.

Applications which will be covered under the Service must be reviewed and approved for intake during the Onboarding phase.

Delivery of the Service is via remote/virtual access. The Service does not include any on-site visits or personnel.

This Service is a 2nd line support offering and not 1st line or end user support. The Service will provide your Customer K2 Helpdesk with 2nd line application support for issues with the K2 Application.

A transition period is required for initial service setup and for every new application intake before service levels can be enforced.

For New Application intake, any applications not developed by K2 require an intake review and quality validation process. For any applications not included in initial Service Onboarding, this intake review is an hourly fee-based service. Suggested improvements must be implemented before K2 will accept the new application into the service contract.

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.

4 ADDITIONAL ADD-ON SERVICES

In addition to the standard scope of the Service defined above, the following optional add-ons can be purchased.

4.1 APPLICATION ENHANCEMENT

The Service maintains your supported K2 Application(s), including modifications to meet new or changed business requirements, regulatory statutes, performance optimizations, and to compensate for new hardware or software releases. Application Enhancements will require a discovery and scoping process, resulting in a custom SOW and quote for the required work. Any Change Requests determined to be new features (rather than issue correction) will be considered Application Enhancements.

4.2 NEW APPLICATION DEVELOPMENT

Similar to Application Enhancement, K2 can scope, design, and develop new applications or artifacts. New development will require a discovery and scoping process, resulting in a custom SOW and quote for the required work.

4.3 CENTER OF EXCELLENCE

This service helps you establish a strategy for continual predictable application development and management of the K2 platform. With the Center of Excellence, customer can establish data use and governance, new application intake process and evaluation criteria, new developer onboarding and education standards for both IT and citizen developers, and quality through best practices and patterns for design, development and testing. This add-on enables you to gain optimal ROI from the K2 platform. This offering requires a custom SOW and quote.

4.4 APPLICATION PERFORMANCE AND LOAD TESTING

K2 will work with you to establish application performance benchmarks, and schedule additional performance testing, per your business requirements. This offering requires a custom SOW and quote.



4.5 ADDITIONAL APPLICATION INTAKE

Additional K2 Application(s) may be added to coverage under this Service. After initial service Onboarding, intake of any K2 Applications not developed by K2 will require an application quality and stability review. This review of your K2 Application for best practices in design and implementation will be an hourly, fee-based service. Any identified improvements must be implemented before K2 will accept the new application into the Service contract. Training K2 staff on the application will also need to be completed prior to enforcing service levels on this new application.

4.6 24X7 APPLICATION SUPPORT

Standard coverage of the Service is only during regional [business hours](#). One or more K2 Applications can be covered with 24x7 Application Support, at an additional fee. If 24x7 Application Support has been purchased for a K2 Application, then Off-Hours Availability service levels will also apply.

5 MEASUREMENT OF SERVICE DELIVERY

Delivery of the K2 Application Management Service is measured over a variety of service level metrics. These measurements are calculated per calendar month, unless noted otherwise.

5.1 APPLICATION INCIDENT SUPPORT

5.1.1 APPLICATION FUNCTION TYPES

Each supported K2 Application has a defined Function Type. The table below provides a brief definition of each Application Function Type. Application Function Type will be determined during K2 Application intake and can be changed by mutual agreement between customer and K2.

Application Function Type	Definition
<i>Critical</i>	These application functions are critical to ensuring application usability and user productivity. Extended failure will impact business continuity.
<i>Important</i>	These application functions are important to application usability and user productivity but are not critical to business continuity.
<i>Supportive</i>	These applications support user productivity but are not essential to business continuity.

5.1.2 APPLICATION AVAILABILITY

The K2 Application is available when the customer is able to access and execute any of the included K2 Application functions from a functioning workstation and live network connection. For a K2 Application to be available, all of its supporting systems must be operational.

5.1.2.1 STANDARD (BUSINESS HOURS) APPLICATION AVAILABILITY

Standard Application Availability is measured as a "Monthly Uptime Percentage" and is calculated via the following formula:

$$\frac{[Business\ Hours\ minutes\ per\ month] - [Downtime\ minutes]}{[Business\ Hours\ minutes\ per\ month]} \times 100$$

Business Hours minutes per month is the total minutes during regional business hours in the applicable billing month less Scheduled Maintenance.

Downtime minutes is defined as the total minutes in a billing month in which the K2 Application is unavailable, excluding (i) Scheduled Maintenance or (ii) unavailability of the K2 Application due to issues described in the Service Level Exclusions below.

Scheduled Maintenance events are planned, periodic deployments, updates, fixes or changes made by the Service to supported K2 Application(s). The majority of these maintenance tasks are performed without any impact on Application Availability, but some maintenance tasks may require planned downtime.

5.1.2.2 24X7 APPLICATION AVAILABILITY

24x7 Application Availability is measured as a “Monthly Uptime Percentage” and is calculated by the formula:

$$\frac{[All\ Available\ minutes\ per\ month] - [Downtime\ minutes]}{[All\ Available\ minutes\ per\ month]} \times 100$$

All Available minutes per month is the total minutes in the applicable billing period less Scheduled Maintenance.

5.1.3 MAINTENANCE WINDOWS

Scheduled Maintenance will be performed during the maintenance window of Sunday 12:01 am – 8:00am, unless communicated to the customer at least 24 hours in advance, or an Emergency Change Request has been approved by the customer.

5.1.4 APPLICATION AVAILABILITY SERVICE LEVELS

Application Availability service levels are measured per covered K2 Application. No more than one Application Availability Service Credit per K2 Application can be incurred in a given month. See Section 5.3 for details on obtaining service level remedies.

Application Function Type	Business Hours ¹ Availability	Off-Hours Availability ²	Service Credit
<i>Critical</i>	99.5%	99.5%	5% of monthly fees
<i>Important</i>	99%	98%	5% of monthly fees
<i>Supportive</i>	98%	98%	2% of monthly fees

¹ Regional Business Hours are defined at [contact-support](#).

² Off-Hours Availability is only provided for K2 Applications where [24x7 Application Support](#) has been purchased.

5.1.5 SERVICE LEVEL EXCLUSIONS

Unless specified otherwise, Application Availability applies only to a customer's K2 Application hosted in their production environment. Application Availability service levels are not offered for non-Production K2 Applications.

Application Availability does not include the following:

- A failure, degradation of performance or malfunction resulting from scripts, data, applications, infrastructure, software, penetration testing and/or performance testing directed, provided or performed by customer.
- Planned outages, scheduled maintenance, or outages initiated by the Service at the request or direction of customer for maintenance, deployment, configurations, backups or other purposes that require the K2 Application to be temporarily taken offline.
- Interruption or shut down of the K2 Application due to circumstances reasonably believed by the Service to be a significant threat to the normal operation of the K2 Application, the operating infrastructure, the facility from which the K2 Application is provided, and/or access to, or the integrity of customer data (e.g., a hacker or malware attack).
- Outages due to unsupported system administration, commands or changes performed by customer users or representatives.
- Outages due to denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and other K2 vendors), and other force majeure events.
- Inability to access the K2 Application or outages caused by the customer's conduct, including negligence or breach of the customer's material obligations under the Service, or by other circumstances outside of the Service's or K2's control.
- Lack of availability or untimely response time of the customer to respond to incidents that require customer participation for source identification and/or resolution.
- Outages caused by failures or fluctuations in electrical, connectivity, network or telecommunications equipment or lines due to customer conduct or circumstances outside of the Service's control.

5.2 APPLICATION ISSUE CORRECTION

The following procedures will be used to respond to K2 Application problems that are received by the Service Desk. A problem is defined as an unplanned system event which adversely affects application processing or application deliverables.

5.2.1 INCIDENT SUBMISSION

The procedure to submit an incident to the Service will vary by customer and will therefore be defined in more detail during the Onboarding process. At a high level, the first line of assistance will be the Customer K2 Helpdesk, who will then submit incidents to K2 for correction, via K2's support ticket system.

5.2.2 PRIORITY LEVELS

Requests for corrections received by the Service Desk will be given a Severity Code from 1 to 4 based on Application Function Type and criticality of the issue. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request. Critical, important, and supportive application functions are defined in the section above on [Application Function Types](#).

Severity Code	Definition
1	A problem has made a critical application function unusable or unavailable and no workaround exists.
2	A problem has made a critical application function unusable or unavailable, but a workaround exists. or A problem has made an important application function unusable or unavailable and no workaround exists.
3	A problem has diminished critical or important application functionality or performance, but the functionality still performs as specified in the user documentation.
4	A problem has diminished supportive application functionality or performance.

Any requests determined to be requests for new features or functionality will be handled as Application Enhancement requests.

5.2.3 RESPONSE AND RESOLUTION TIMES

Severity codes are used in order to determine appropriate response and resolution times. Response and Resolution times are measured from when the incident is opened by the Customer K2 Helpdesk.

5.2.3.1 RESPONSE AND RESOLUTION TIMES FOR PREMIUM APPLICATION MANAGEMENT

For premium K2 Application Management, all Response and Resolution service levels are calculated during [business hours](#) only. Resolution times only include K2 hours spent resolving the incident, excluding time spent waiting for customer response.

Severity	Initial Response	Estimation Response	Subsequent Response	Resolution
1	15 business minutes	2 business hours	Every 30 business minutes	8 business hours
2	30 business minutes	2 business hours	Every 4 business hours	2 business days
3	1 business hour	8 business hours	Every 6 business hours	4 business days
4	1 business hour	Next business day	Weekly	20 business days

5.2.3.2 RESPONSE AND RESOLUTION TIMES FOR 24X7 APPLICATION MANAGEMENT

For 24x7 Application Support, Response and Resolution service levels for Severity 1 incidents are calculated on a 24x7 basis. Severity 2, 3, and 4 incidents will remain based on [business hours](#) only. Resolution times only include K2 hours spent resolving the incident, excluding time spent waiting for customer response.

Severity	Initial Response	Estimation Response	Subsequent Response	Resolution
1	15 minutes	2 hours	Every 30 minutes	8 hours
2	30 business minutes	2 business hours	Every 4 business hours	2 business days
3	1 business hour	8 business hours	Every 6 business hours	4 business days
4	1 business hour	Next business day	Weekly	20 business days

5.2.4 RESPONSE AND RESOLUTION SERVICE LEVELS

Response and Resolution service levels are measured per issue severity, and not per supported K2 Application. All service level measurements reset at the end of each calendar month.

Type	Measurement	Service Credit
<i>Severity 1 and 2 Resolution</i>	Three or more consecutive Severity 1 or 2 incidents take longer than specified SLAs to resolve	5% of monthly fees
<i>Severity 3 and 4 Resolution</i>	Three or more consecutive Severity 3 or 4 incidents take longer than specified SLAs to resolve	2% of monthly fees
<i>Response/ Estimate</i>	Three or more consecutive incidents exceed Initial Response, Estimation Response, and/or Subsequent Response time SLAs	2% of monthly fees

If the Service does not achieve the relevant Initial Response, Recovery and/or Resolution service level, K2 will issue, and implement, an appropriate escalation action plan for the handling and resolution of the Application Incident. K2 will update the plan until the Application Incident has been resolved.

5.3 SERVICE LEVEL REMEDY POLICY

Where the Service has not achieved one or more required service levels within a calendar month (as set out in Sections 5.1 and 5.2 above), the customer will be entitled to a Service Credit calculated, as set out in the sections above, as a percentage of the monthly rate of the Service fee.

To receive a Service Credit, the customer must have opened an Application Incident for the availability issue, and the customer must notify their ESM within thirty (30) days of the end of the month in which the Service Availability was not met to provide the following:

- The Application Incident number
- A detailed description of when the K2 Application was not available including duration of the downtime or how K2 did not meet response or resolution times
- How the customer was affected

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

A customer must be in compliance with all Policies in order to be eligible for a Service Credit. Customers in breach of their obligations, including payment obligations, are not entitled to a Service Credit.

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 available to the customer in any month will not exceed thirty percent (30%) of the monthly Service fee.

6 MEASUREMENT OF ADD-ON SERVICE DELIVERY

6.1 APPLICATION ENHANCEMENT AND NEW DEVELOPMENT

Application Enhancement projects involve functional enhancements made to a properly working K2 Application to accommodate new or changed user requirements. Examples include increasing an application's performance, enhancing a user interface, or optimizing code.

Application Enhancements can be requested by you or proposed by K2. Enhancements will be handled as projects and prioritized according to the severities listed under [Priority Levels](#) above.

New Application Development will follow the same basic delivery method as Application Enhancement, with project management services included.

6.1.1 PROJECT MANAGEMENT

K2 manages Application Enhancement and New Development projects in a structured, organized, and cost-effective manner.

The measurement period for project management service levels is either the entire project span or the milestone completion span, defined in the SOW for the project. Design specifications and project acceptance criteria are also defined during initial project scoping.

Upon delivery of the project, customer will have 30 days to accept the deliverables, or provide written notice of nonconformity. A notice of nonconformity must include a description of how the deliverable fails to meet the original specifications and acceptance criteria.

Terms for remedy of nonconformity will be defined in the project SOW.

6.2 24X7 APPLICATION SUPPORT

For K2 Applications covered under 24x7 Application Support, availability service levels will be based on all time in the measurement period, less any Scheduled Maintenance. See [24x7 Application Availability](#) above. [Response and Resolution](#) times for Severity 1 cases differ from premium Application Management, with coverage afterhours as well as during business hours.

7 ESCALATION

In case of Service issues, the escalation process will follow the standard incident management process. In case of any other issues not related to incidents or urgent situations (e.g. related to the delivery of the Service in general, changing business requirements or others), escalation management should be contacted in the following order:

UK, EMEA and APAC*

Title	Contact Details
<i>K2 Application Management</i>	https://portal.k2.com/ticket/default
<i>Enterprise Service Manager (ESM)</i>	<Details to be provided, varies by customer>
<i>Manager of K2 Enterprise Services</i>	Theo Roos, Theo@k2.com
<i>K2 Professional Services Director</i>	Kevin Bryant Kevin.B@k2.com

*These contact details are subject to change.

North America*

Title	Contact Details
<i>K2 Application Management</i>	https://portal.k2.com/ticket/default
<i>Enterprise Service Manager (ESM)</i>	<Details to be provided, varies by customer>
<i>Manager of K2 Enterprise Services</i>	Steve Barnard SteveB@k2.com
<i>K2 Professional Services Director</i>	Cesar Fernandez Cesar@k2.com

*These contact details are subject to change.