

## 1. SOFTWARE MAINTENANCE & SUPPORT

Software Maintenance & Support shall consist of:

- (i) Error Corrections - as detailed in Section 1.1 below,
- (ii) Version Releases and Documentation updates - as detailed in Section 1.2 below, and
- (iii) Maintenance & Support for supported Version Release - as detailed in Section 1.3 below, and which are generally made available at no additional cost by K2view to its customers.

1.1. Error Corrections - K2view shall correct, as soon as is practical and at least within the time periods stated in Section 3, any Error in the K2view Software that is reported to K2view by Customer. A failure of the K2view Software to function properly due to any of the following reasons DOES NOT constitute an Error:

- (i) changes made by Customer in or to the K2view Software or
- (ii) the failure of Customer's procedures, or computer environment or application products in which the K2view Software is used by Customer, to conform with the procedures or computer environment specified in the Documentation, or
- (iii) any of the circumstances set forth in Section 7 (Warranties and Disclaimer) of the Agreement.

If Customer desires to have such failure corrected, Customer shall pay K2view, at K2view's customary billing rates, for time and expenses incurred in performing such correction.

1.2. Version Releases and Documentation Updates - K2view shall notify Customer, via the K2view Support website at <https://support.k2view.com> (the "K2view Support Site") under "Release Notes And Upgrade" in the "Knowledge Base" section, of Version Releases and Documentation updates from time to time during the applicable term of the Maintenance & Support, as defined in the applicable Order Form, if and when K2view makes them generally available. Customer is requested to subscribe to the K2view Support Site to be notified as aforementioned, and to have access to other services provided via the K2view Support Site, like Q&A's about K2view Software and its use. It is Customer's responsibility to verify that the new update or release conforms with the implementation or application using the K2view Software. Upon Customer's request and K2view's written agreement, K2view may assist in the verification effort or provide other on-site assistance subject to availability, at K2view's then current rates.

1.3. Maintenance for Supported Versions - K2view shall provide Maintenance & Support for Version Releases for the longer of: (1) A period of two years, commencing on the Major Version release date, for the Major Version used by the Customer ("Major Version X"); or (2) until K2view releases Major Version (X + 3), subject to having a license agreement in term.

1.4. K2view's Maintenance & Support only include support services for K2view Software to the extent that the Customer System meets the requirements and specifications defined by K2view [here](#) and an effective monitoring system.

1.5. K2view's Maintenance & Support do not include services such as assistance in program and architectural design or consultation services or training or performance tuning, including consultation regarding configuration and implementation issues in development and production.

1.6. K2view's Maintenance & Support do not include on-site or remote installation of the K2view Software Version Releases or any other on-site or remote assistance. Customer shall install the Version Releases provided by K2view, using the K2view Software and accept full responsibility for such installations.

## 2. PROBLEM REPORTING SYSTEMS

- 2.1. K2view shall provide Customer with access to K2view's online ticketing system for reporting Errors ("Create ticket"), available on K2view Support Site under the "Got a problem?" section.
- 2.2. K2view shall provide Customer 24/7 hotline phone number for reporting Critical and High Errors in production.
- 2.3. Errors will be submitted according to the following definition of content and severity. Each Error should report only one problem at a time to ensure separate tracking of unrelated problems. The Error should include at least the following information: Company name, Project name, Product name, K2view Software Version, Environment details, Type of Error, Priority, Detailed description of the problem.

If requested by K2View and reasonably required to resolve any Error, Customer shall provide the following information:

Unique identification number (provided by K2View), Severity code ranging from 1 to 3, as defined in Section 3, Failed component name, Input, output and/or other information helpful to reproduce the problem, Expected vs. actual result, K2view Software trace files or logs, Project export, Additional information or special circumstances.

- 2.4. The Error severity level represents the impact of the problem on Customer's environments. In submitting the Error, Customer shall provide the reason for its evaluation of the severity level in the description of the problem. The Error severity shall be agreed in good faith between Customer and K2view and the severity levels shall be defined as follows:
  - (i) **Critical Error** is a flaw adhering one or more of the following conditions:
    - It results in a total failure of the K2view Software or Customer Systems.
    - It creates a situation that does not allow enabling at least one substantial feature of the K2view Software.
  - (ii) **High Error** is, other than any Critical Error, a flaw adhering one of more of the following conditions:
    - It impairs the systems that the Customer's end users interact with severely or its material functionality.
    - It creates a substantial flaw in the Customer's ability to provide services using the K2view Software.
    - It causes a system restart that impairs the K2view Software or the operation of certain features of the K2view Software, more than once a day.
    - It is likely to cause delays in the K2view Software deployment.
  - (iii) **Low Error** is, other than any Critical Error or High Error, any minor flaw in the K2view Software.
- 2.5. Customer shall: (a) before forwarding an Error to K2view, check that it is not a duplicate; (b) provide K2view with the standard Error issue content information as defined in Section 3.3 as well as other information and/or test data, so that K2view is able to reproduce the problem at K2view's facilities. If K2view is unable to reproduce the problem, or the solution involves modifying internal K2view Software's configuration parameters, K2view may request permission for a support staff member or K2view developer to enter a WebEx or similar connection, so that K2view personnel view the user's computer screen. A request for a remote connection will come only after other options are explored.
- 2.6. K2view will provide a response to Errors according to time windows as a function of the severity level, type of environment (production, development, test, certification/UAT) and, according to the level of service ordered as per the applicable schedule (Standard, Silver, Gold), as further detailed in the tables below. Unless otherwise agreed to in writing by the parties hereto, if an Error arrives outside of K2view's normal business hours the response time window will begin at the start of the next business day, except Critical Errors, which will be handled continuously in any given day. A response time window begins when an Error with reproducible results has been acknowledged by K2view. If insufficient information to reproduce the results is received, K2view will notify Customer, and the status of the Error will be shown as "waiting for customer" until additional information is received. Tickets opened for none-product issues may be re-allocated as Concierge Consulting tickets when relevant.

### 3. RESPONSE TIME

3.1. For **Non-Production Environments** (QA and Development), the following SLA table shall apply:

ENVIRONMENT	SEVERITY	INITIAL RESPONSE	OPERATIONAL STATE RESPONSE	FIX
Development	Critical	2 Days	3 Days	10 Days
	High	3 Days	NA	15 Days
	Low	5 Days	NA	In next release
Test	Critical	2 Days	3 Days	10 Days
	High	3 Days	NA	15 Days
	Low	5 Days	NA	In next release
Certification/UAT	Critical	1 Days	2 Days	5 Days
	High	2 Days	NA	10 Days
	Low	5 Days	NA	In next release

3.2. For **Production Environments**, the following SLA table shall apply:

SEVERITY	TYPE	STANDARD	SILVER	GOLD
Critical	Initial Response	12 hours	8 hours	4 hours
	Operational State Restored	24 hours	16 hours	12 hours
	Software Fix	8 business days	8 business days	8 business days
High	Initial Response	12 hours	8 hours	8 hours
	Operational State Restored	4 business days	3 business days	48 hours
	Software Fix	12 business days	12 business days	12 business days
Low	Initial Response	48 hours	48 hours	48 hours
	Operational State Restored	NA	NA	NA
	Software Fix	In next release	In next release	In next release

\* All days/hours refer to K2view business days at Customer's location.

### 4. DEFINITIONS

All capitalized terms used in this Exhibit and not defined herein shall have the meanings given to them in the Software License Agreement (the "Agreement").

- 4.1. "**Error**" means a material deviation between the K2view Software and the description thereof contained in the Documentation.
- 4.2. "**Software Fix**" means a change to the K2view Software, which may be a replacement module, special program or documentation change which includes both the relevant software changes as well as documentation necessary to implement it.
- 4.3. "**Version ID**" means a Version Release (as defined below) identification code. Version ID enables K2view to identify the Version Release for maintenance and support and is coded in the following form: X.Y.Z.
- 4.4. "**Version Release**" means with respect to the K2view Software, or any part thereof, a new version generally made available by K2view to its customers under its Maintenance & Support. A Version Release may include, in K2view's discretion, new features, enhancements as well as bug fixes and may be, at K2view's discretion, in the following forms:
  - "**Major Release**" means A Version Release which includes significant enhancements to the K2view Software and is identified by the first digit of the Version ID - X.Y.Z., where X is defined as the Major Release. Examples are Version 2.1.0 (Major release 2), Version 3.4.2 (Major release 3), etc.
  - "**Minor Release**" means A Version Release which includes enhancements as well as bug fixes and which is identified by the second digit of the Version ID - X.Y.Z., where Y is defined as the Minor Release. Examples are Version 3.4.2 (Minor release 4), Version 4.5.3 (Minor release 5).
  - "**Maintenance Release**" means A Version Release which includes roll up of bug fixes and which is identified by the third digit of the Version ID X.Y.Z, where Z is defined as the Maintenance Release. Examples version 4.6.1 (maintenance release 1), version 4.8.3 (maintenance release 3).
- 4.5. "**Operational State Restored**" means a hotfix or a set of procedures that a user follows, to circumvent or mitigate the impact of the Error.