




Application Management Agreement for OLX

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DOCUMENT CONTROL

CHANGE CONTROL

Ver.	Date	Change Description	Sections Affected
1.0	14/10/13	Published document	All
2.0	23/10/13	Corrective support included	
3.0	06/12/13	Contact updated	


SIGNATURES

Written by		Reviewed by		Approved by	
SilverStorm		SilverStorm		SilverStorm	
Signed		Signed		Signed	
Date	06/12/13	Date	06/12/13	Date	06/12/13

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1. INTRODUCTION

This document is a proposal to provide application management services and has been created in order to provide a fully compliant response to the requirements as defined by **OLX Inc. (OLX or Customer)**.

All correspondence related to this proposal, including requests for further information and / or clarification of points included, should be directed to **David Hildbrand** (dhildbrand@silver-storm.com).

1.1 DOCUMENT STRUCTURE

The remainder of this document is structured as follows:


Section 2 provides an overview of the main services included within the Application Management Agreement.

Sections 3, 4 and **iError! No se encuentra el origen de la referencia.** provide a detailed scope of each service.

Section 5 details the key assumptions and responsibilities of the scope of the service.

Section 6 provides contact details and logistic information related to the service.

Section 7 details the service duration, the pricing structure, and associated conditions.

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2. OVERVIEW OF SERVICE

This offer includes the provision of application management service for the application "**ServiceNow - IT Service Automation Application Suite**", licensed under subscription by **OLX**, and all corresponding integrations maintained within the platform.

The following services are included:

- Extended Break/Fix Support.
- Enhancement Service.

The instances that this management service covers will be identified upon acceptance of the proposal (Maximum **2** instances).

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3. EXTENDED BREAK/FIX SUPPORT

The **SilverStorm Customer Support** Team is solely dedicated to the Application Management Services as outlined in this document. Each team member has been fully trained and has the required experience and knowledge to ensure the implementation of the best possible solution.

3.1 EXTENDED BREAK/FIX SUPPORT

This section describes the standard support service as provided by **ServiceNow** and defines what additional services are made available through **SilverStorm** Extended Break/Fix Support.

3.1.1 STANDARD SUPPORT SERVICE


ServiceNow provide a standard support service (Corrective Maintenance) to all customers as part of the subscription cost. Full details of this service can be found within the Product Guide as indicated in the **ServiceNow** Subscription Service Use Certificate.

Corrective maintenance can be defined as any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring and to ensure that the services offered by the customers IT department are not affected or where downtime is unavoidable, it is controlled. The standard support service offered by **ServiceNow** generally includes the following:

- Technical assistance relating to product errors only: **ServiceNow** Support will not provide support to:
 - Administrative tasks
 - Integration
 - Custom developments
- Technical support for requests for which a resolution is not found in the **ServiceNow** wiki.
- Defect resolution, only when the defect is not resolved by the next **ServiceNow** version.

3.1.2 EXTENDED BREAK/FIX SUPPORT

As stated in Section 3.1.1 the **ServiceNow** standard support service (corrective maintenance) only offers technical assistance on the solution deployed and on the


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solutions documented within the **ServiceNow** wiki. Additionally this standard cover does not relate to administrative support related to configuration settings or integrations. Finally, **ServiceNow** are not responsible for the work necessary to resolve defects that have been resolved in subsequent versions.

It has become apparent through our extensive experience implementing **ServiceNow** projects that there is a need for support that goes further than that provided by **ServiceNow**. Extended Break/Fix has been developed in order to address this need.

Extended Break/Fix Support provides the following services in addition to those provided as standard by **ServiceNow**:

- **SilverStorm Customer Support** increases the scope of support to include technical assistance for all modules and customized applications within the ServiceNow platform.
- **SilverStorm Customer Support** will support and help with any request, even if the solution or the technical process is already defined in the wiki.
- **SilverStorm Customer Support** provides customer support for administrative tasks and help with any type of functionality. **SilverStorm** increases the scope of support to cover integrations with external systems.
- **SilverStorm Customer Support** provides a workaround (where technically possible) to resolve issues, which means that **SilverStorm** workarounds provide two versions (over a four month period).

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3.1.3 LEVEL ZERO SUPPORT

Level Zero support is not included in this offer. All interactions (incidents and questions) raised by **OLX's** customers and/or employees must pass through a centralized IT Support Operation before being raised with **SilverStorm**.

3.1.4 INCIDENT PRIORITISATION AND RESPONSE TIMES

Extended support is provided in line with the priorities and service levels as stipulated within the **ServiceNow** Subscription Service Use Certificate.


Incidents are classified in the following manner:

Priority	Description of Impact
P1: CRITICAL	A P1 level request should be used to request the resolution of any defect causing a production instance of the licensed software not to be available.
P2: HIGH	A P2 level request should be used to request: (1) resolution of any Defect causing a sub-production instance of the Licensed Software not to be Available or (2) resolution of any Defect that causes any mission critical function of any production instance of the Licensed Software to perform unacceptably or to fail.
P3: MEDIUM	A P3 level request should be used to request: (1) resolution of any Defect related to the production instance of the Licensed Software that does not qualify as a P1 or P2 level request or (2) resolution of any Defect that causes any mission critical function of any sub-production instance of the Licensed Software to perform unacceptably or to fail.
P4: LOW	A P4 level request should be used for any incident that does not qualify as a P1, P2 or P3 level request.
P5: QUESTION	A P5 level request should be used for any question or query.

Table 1 - Incident Priority Classification Table

Mission Critical Function Description

Any incident related to SLAs and/or any interruption to the process functionalities such as ticket opening/closure, workflow function, ticket assignment, Configuration Item selection, display of effected services according to Business Service Map and their criticality levels, baseline, and plugin functionality such as risk calculation.

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The following response and resolution timescales for Extended Break/Fix Support will be adhered to:

Indicator		Metrics			
	Priority CRITICAL	Priority HIGH	Priority MEDIUM	Priority LOW	Priority QUESTION
Response Time	N/A	2 hours	12 hours	24 hours	24 hours
Target resolution time	N/A	8 hours	40 hours	80 hours	80 hours

Table 2 - Corrective Maintenance Service Levels


CRITICAL Priority Incidents

Note: In the event of a CRITICAL priority incident **SilverStorm Customer Support** shall only be responsible for the administration of the incident within normal hours (as defined in the section "Office Hours"). If a CRITICAL incident is identified outside of normal hours, Level Zero support should create the associated incident and assign it directly to **ServiceNow**. In all cases **ServiceNow** shall be responsible for restoring services. Penalties for breaching Service Levels for HIGH priority incidents will not be applied to **SilverStorm**.

HIGH Priority Incidents

Note: In the event of a HIGH priority type (1) incident **SilverStorm Customer Support** shall only be responsible for the administration of the incident within normal hours. If a High Priority type (1) incident is identified outside of normal hours, Level Zero support should create the associated incident and assign it directly to **ServiceNow**. In all cases **ServiceNow** shall be responsible for restoring services. Penalties for breaching Service Levels for HIGH priority type (1) incidents will not be applied to **SilverStorm**.

In the event of a HIGH priority type (2) incident **SilverStorm Customer Support** shall be responsible for the administration and successful resolution of services. Upon identifying the necessary solution **SilverStorm Customer Support** shall deliver the solution and corresponding documentation in line with the Service Levels stipulated in the contract. **OLX** shall be required to carry out User acceptance Tests in Consolidation prior to implementation into the Production Instance.

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MEDIUM Priority Incidents

In the event of a MEDIUM priority incident **SilverStorm Customer Support** shall be responsible for the administration and successful resolution of services. Upon identifying the necessary solution **SilverStorm Customer Support** shall deliver the solution and corresponding documentation in line with the Service Levels stipulated in the contract. **OLX** shall be required to carry out User acceptance Tests in Consolidation prior to implementation into the Production Instances.

LOW Priority Incidents

In the event of a LOW priority incident **SilverStorm Customer Support** shall be responsible for the administration and successful resolution of services. Where possible the solution of LOW priority incidents may be grouped into versions. Upon identifying the necessary solution **SilverStorm Customer Support** shall deliver the solution and corresponding documentation in line with the Service Levels stipulated in the contract. **OLX** shall be required to carry out User acceptance Tests in Consolidation prior to implementation into the Production Instance.

QUESTIONS


In the event of a QUESTION **SilverStorm Customer Support** shall be responsible for the administration and successful response.

For all incidents, the stated Service Levels are initiated from the moment an email has been received from Level Zero Support and assigned to **SilverStorm Customer Support**. Service Levels shall not be initiated until the start of office hours (defined in section "Office Hours") the next working day. The Service Levels will stop when **SilverStorm Customer Support** notifies **OLX** that the solution has been delivered with the corresponding documentation.

Service Levels are paused if and when an incident has been identified as a system defect. In such cases **SilverStorm Customer Support** will raise an incident with **ServiceNow**. **SilverStorm Customer Support** shall be responsible for monitoring this incident until it's closure.

As a result of the impact analysis **SilverStorm Customer Support** will provide an indication of the time required for the implementation of each corrective action.

It is the responsibility of **OLX** to carry out User Acceptance Tests (UAT) within a maximum of 5 working days and subsequently authorize the implementation into the Production environment. Service Levels will be stopped if **SilverStorm Customer Support** needs to wait for user feedback.

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4. ENHANCEMENT SERVICE

The Enhancement Service (Change and Release Management Maintenance) can be defined as a structured approach to the implementation and validation of small improvements and/or new features and applications.

This support activity will be carried out in close alignment with the customer in order to identify, define, prioritise, plan and implement platform enhancements.

The following diagram illustrates the enhancement service model as provided by **SilverStorm Customer Support**.

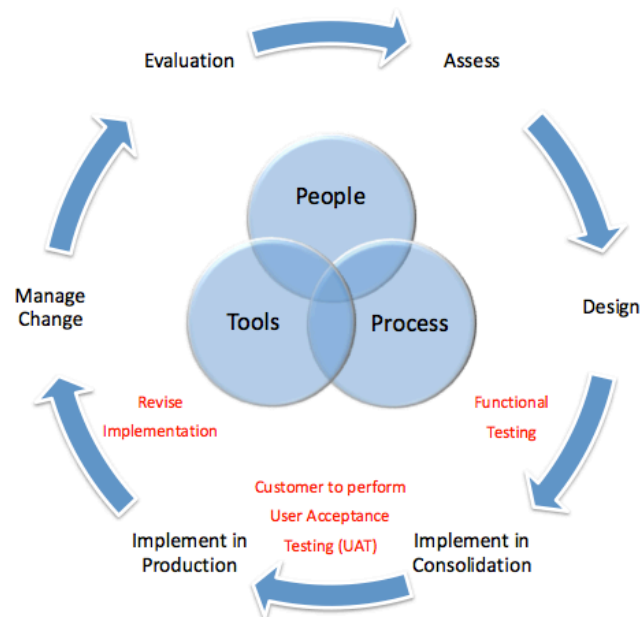



Illustration 1 – Enhancement Service Model

Note: The process is the same for a single enhancement request as it is for a group of enhancement requests.

Evaluation

SilverStorm Customer Support shall provide the customer with an evaluation of each enhancement request for their review/approval. Each evaluation will include an initial investigation of the viability of the enhancement as well as the effort required in order to implement (when appropriate).

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Assess

During this stage **SilverStorm Customer Support** will work jointly with the customer in order to review the results of the evaluation stage. Ultimately the output of this stage will be to approve or reject the enhancement request(s).

Design

Within this stage **SilverStorm Customer Support** will assist **OLX** with a detailed design document for review, validation and approval. **OLX** must approve the design document prior to any development work being carried out. All development should be carried out in the Development Instance.

Note: Any third party development work should be included in this stage.

Functional Testing

SilverStorm Customer Support will assist **OLX** when required to do so, with controlled and documented functional testing within the Development Instance prior to moving any development work into the Consolidation Instance. A test plan will be provided to the customer once **SilverStorm Customer Support** Technicians have certified the implementation.

Implementation in Consolidation instance (if available)


The development work shall then be implemented in the Consolidation Instance. Additional and previously approved development work may be grouped at this moment to create a new consolidated version.

SilverStorm Customer Support will conduct the same functional tests as carried out within the Development Instance.

User Acceptance Testing (UAT)

At this point the customer must carry out User Acceptance Testing as detailed in the test plan delivered upon completion of functional testing. Test results should be provided within 5 working days.

In order to progress, Customer approval of the test results and documentation is required.

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Implementation in Production

SilverStorm Customer Support will provide support to **OLX** when carrying out the necessary tasks to implement the approved improvements/changes in the Production environment.


Revise implementation

SilverStorm Customer Support will carry out a controlled revision of the Production Instance to ensure that all components of the recent version have been implemented.

Manage Change Stage

SilverStorm Customer Support will provide the necessary documentation of the improvements or changes made and offer training support where required.

SilverStorm Customer Support will include a 3-day support period following implementation in the production environment for all associated enhancements.

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5. KEY ASSUMPTIONS AND RESPONSIBILITIES

The **SilverStorm** Delivery Manager will control the tasks assigned to the support team but will not be responsible of the overall coordination of the delivery for **OLX**. **OLX** should assign a Project Manager or point of contact to manage and coordinate any internal tasks needed.

The SilverStorm Consulting Services methodology ensures that both the technical and project side of the deployment are covered. Our mission is to help **OLX** to support the **ServiceNow** instance using best practices and high quality standards.

To be able to deliver the service, **SilverStorm** requires that **OLX** assemble a project team; this team is normally composed of a number of people throughout the organization. The typical blend and general involvement would be:


- **Project Manager:** Co-ordinates with the different groups, tracking, escalation, prioritization and keeps the project moving.
- **System Administrator:** Hands on with the product, coordinate documentation work.
- **Business Process Owners:** Develop user cases, testing, ensures product maps business requirements and drives process improvement.

Important customer involvement tasks:

- **OLX** to provide project management leadership for the service.
- **OLX** to provide documentation on functional requirements.
- **OLX** to lead training for internal staff (**SilverStorm** to provide guidance).
- **OLX** will assign a **ServiceNow** system administrator that will make best efforts to provide the required data needed to implement the enhancement.

In the event that a 3rd Party (customer or external provided) is carrying out any development work in parallel to **SilverStorm** support, the following conditions and processes must be adhered to.

- **SilverStorm** requires access to the latest version of the system, on a stable and fully operational environment.
- Development work must meet the following criteria:
 - The development work has been packaged into a version.
 - The development work has been submitted to rigorous testing conducted by the 3rd Party.
 - Full documentation must be provided to the **SilverStorm** Team. The documents required include a User Manual, an Implementation Plan, a Test Plan with functional test results and a Design Document.
- The 3rd Party must be available during the support period to provide any further associated to their delivery.

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6. CONTACT DETAILS

SilverStorm Customer Support can be contacted via the following:

Method	Details
Incident and enhancement request creation	Zero level support will create all Incidents and change requests using the OLX ServiceNow production instance. Customers can contact SilverStorm Support through any of the following channels.
Email	support@silver-storm.com
Telephone	+34 902 36 59 46
Post	Silver Storm Solutions España Paseo Zorrilla 191 Bis 47008 Valladolid España

Table 3 – Contact Details


Enquiries

OLX must provide a reference number in the case of any enquiries made in relation to exiting incident or enhancement request.

Complaints

SilverStorm continually monitors service performance in an effort to provide the highest quality of work possible; however **SilverStorm** understands the customer's right to question our service.

All complaints received will be reviewed to improve the service where possible. After any investigation the outcome can be discussed with the complainant, their management and IT Services representatives. The goal is to achieve an agreeable resolution of the matter and improve services as appropriate.

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6.1 OFFICE HOURS

Normal office hours associated with the running of the Application Management Agreement are:

09:00 to 19:00 – CET - Monday to Friday.

Public holidays are as published for Valladolid (Spain) as well as Buenos Aires Regional and national holidays.

The time zone applied will be CET.

Please note a service based on Argentina Time zone is available at an additional cost upon request.


Please note a 24/7 service is available at an additional cost upon request.

6.2 REPORTING

SilverStorm Customer Support will provide a monthly performance report covering the following key areas:

- Raised incidents and their associated resolution times
- Service Level Metrics
- Subscription usage and reconciliation

In order to measure the quality of service provided, **SilverStorm** will invite customers to complete periodical surveys related to the contracted service.

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7. PRICING

Service Duration

Start Date	Duration	End Date
TBA	6 months	TBA

Rates


Service	Profile	Rate
Enhancement service	Technical Consultant	USD\$55/ hour
Extended break/ fix	Unlimited Support	USD\$1,500/ month

Description of Services

Type	Resource	Duration	Total Cost (USD\$) Dolars	Total Cost (€) Euros
Extended Break/Fix Support (Unlimited Remote support)	Support	6 months	USD\$9,000	6.800,00 €
Enhancement Service (Remote development service)	TC	15 days	USD\$6,600	5.000,00 €
Total			USD\$15.600,00	11.800,00 €

Conditions

1. This offer is valid until 22st November 2013.
2. Customer will be invoiced on a monthly basis.
3. Payments can be made in USD\$. Euro is the preferred option.
4. Quoted prices do not include applicable taxes.
5. The consulting rates will be maintained throughout the duration of the contract; should **OLX** require additional consulting, the rates supplied in this proposal will be maintained.
6. Time units will be calculated in 0.25 days.
7. This offer has been prepared taking into consideration that break/fix support is conducted from the **SilverStorm** offices and onsite days are limited for enhancement and architect services.
8. This offer does not include travel expenses as indicated.
9. All invoices will be paid within **30 days from date of invoice** via electronic bank transfer. All invoices will have the corresponding valued added taxes applied. Any

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invoices outstanding for payment after 30 days from the invoice date shall be subject to interest charges.

10. Both **OLX** and **SilverStorm** hereby warrant that they shall not disclose any confidential information they may obtain from each other either throughout or after the expiration or termination of this Agreement to any third parties and entities. Each Party hereto hereby warrants that it shall treat any information it may obtain with regards to any other party due to the performance of this Agreement, and that it shall not disclose or reveal such information to the third parties, or release such information to the public or that it shall avoid of any acts and conducts, which may lead to such consequences.
11. **SilverStorm** may not transfer any rights and obligations arising out hereof to any natural person or legal person third parties either partially or entirely without the written consent of **OLX**.

OLX Inc.		SilverStorm Solutions	
Signature		Signature	
Name	Ariel Lebowits	Name	Rian Butcher
Position	CFO	Position	General Manager
Date		Date	