

## Supplier Support and Service Level Exhibit

### 1. Support Levels, Services, Term

1.1 Services. Supplier will provide Levels 1 - 3 Support in accordance with this exhibit ("Support Services"). Support Service will include those services set forth in Table A. "Level 1 Support" means the service provided in response to the initial inquiry from the authorized user of the Product ("Customer"), or the Supplier approved reseller whom the Customer sourced the Product from ("Company"), regarding Product operation generally or which identifies and documents a reported problem in the Product. "Level 2 Support" means the service provided to analyze or reproduce the reported problem or to determine that the reported problem is not reproducible. Level 2 Support also means collating information from Level 1 for escalation to Level 3, defining corrective action plans for issue resolution and documenting solutions for delivery to Customer's designated personnel. "Level 3 Support" means the service provided to isolate the reported problem to a component level of the Product, provided such reported problem is reproducible by Company, Customer and/or Supplier and does not relate solely to enhancements or other modifications made by a party other than Supplier, and in such case, provides a reported problem correction or a circumvention (followed as promptly as practicable by a reported problem correction). Supplier will provide telephone support as and when necessary to fulfill Level 3 Support obligations. Supplier's obligations with respect to Level 3 Support are contingent upon proper use and application of the Product in accordance with applicable specifications and does not cover repair or replacement caused by negligence, alterations, or modifications not approved by Supplier, or maintenance or repair not performed by Supplier. Level 3 Support will also include the creation of modifications to the Product that enable the temporary or permanent resolution of a defect in the Product for which a resolution has not been electronically distributed to Customer's designated personnel.

1.2 Term. Customer's right to receive Support and Service Levels shall be deemed to begin upon the date(s) on which the Product was obtained for such Customer and shall extend, subject to Customer's payment of applicable fees and compliance with the terms hereof, throughout the term of the Product.

**Table A. Support Service for Product**

Coverage	Support Services
<b>Error Correction</b>	Yes
<b>Software Updates</b>	Yes
<b>Software Upgrades</b>	Yes
<b>Availability</b>	During Business Hours 24x7 offering available*
<b>Business Days</b>	Monday through Friday, excluding Supplier observed holidays
<b>Business Hours</b>	8:00 AM to 5:00 PM local Customer time during Business Days
<b>Trouble Tickets</b>	Unlimited
<b>Online Knowledge Base</b>	Yes
<b>Tech Bulletin (tech tips, FAQs, patches)</b>	Yes
<b>Available Error Severity (see Table C)</b>	Critical (S1), High (S2), Normal (S3)
<b>Online Self-Help (Access to online library of frequently asked questions (FAQs) and troubleshooting steps to resolve most common issues.)</b>	Yes
<b>Online Support Service Portal Access (Call log access to online support system for opening new service requests and reviewing/updating existing service requests.)</b>	Yes
<b>User's Group (Access to periodic what's new webinars and electronic newsletters to stay up to date on the best practices.)</b>	Yes

\*24x7 Support Service for Critical Errors is available for Critical (S1) Errors for additional charge as may be quoted by Supplier. Offerings vary based on Product.

### 2. Error Correction

2.1 Error Correction. Support Service include Error correction. "Error" means failure of the Product to materially conform to its documentation, but excluding any nonconformity resulting from Customer's misuse, improper use, or unauthorized change of any Product; Customer's failure to implement Updates or Upgrades; or the combining of Product with hardware or software not supplied or identified as compatible by Supplier. Errors are classified in Table B.

Error correction means any of the following:

- A- The reported Error is corrected by replacing the defective or malfunctioning Product, or
- B- A solution has been generated in the form of a tested "patch" or a new revision that corrects the Error, or
- C- An Error and its root cause have been identified, however a correction was not generated because Supplier determined that a preliminary analysis of the correction indicates that a correction may cause unknown and/or serious regressions or subsequent problems due to constraints in the design and/or implementation of the affected Product, or
- D- The reported problem is not in fact an Error as the Product does conform to the specifications as mentioned in the documentation, or
- E- The Product conforms to design specifications and the Error will be treated as a request for new feature, functionality or enhancement and will be considered by Supplier for future implementation, or
- F- The Error only occurred once and/or could not be reproduced by Supplier, or
- G- A workaround is provided by Supplier as a final resolution, or
- H- Supplier has determined that the Error cannot be economically or feasibly resolved and/or requires a redesign of the Product or rewrite of a segment or code, therefore Supplier will correct the Error in a future release of the Software, or
- I- Supplier and Customer jointly agree that further efforts are not warranted, or
- J- Supplier has determined that the Product does not cause the Error.

**Table B. Error Classification**

Critical (S1)	High (S2)	Normal (S3)
<p>Server Product is not operational in production environment and a work-around is not available.</p> <p>Critical Errors include the following:</p> <ul style="list-style-type: none"> <li>• Product may cause corruption or destruction of data</li> <li>• The Product fails catastrophically (50% or greater reduction of service)</li> <li>• Two or more reboots of the Product per day</li> </ul>	<p>A major function in the Product is not operational and no acceptable work-around is available, but Customer is able to do some production work.</p> <p>High Errors include the following:</p> <ul style="list-style-type: none"> <li>• End Product is usable but incomplete (one or more documented commands/ functions are inoperable/ missing)</li> <li>• Product fails catastrophically (10%-50% reduction of service)</li> <li>• One reboot per day of the Product</li> <li>• Development efforts blocked by an error significant enough to impact the project schedule.</li> </ul>	<p>There is a loss of a function or resource in the Product that does not seriously affect the Customer's operations or schedules.</p> <p>All other issues with Product.</p> <p>Normal Errors include the following:</p> <ul style="list-style-type: none"> <li>• Issues associated with the installation of Product</li> <li>• Any "Critical" or "High" Error that has been temporarily solved with a work-around.</li> <li>• Errors in documentation</li> <li>• Product does not operate strictly according to specifications</li> <li>• Development related question that is general in nature and does not impact project schedule.</li> </ul>

***\*Critical (S1) doesn't apply to desktop products or clients***

2.2 Error Classification. Upon identification of an Error, Customer will notify Supplier and provide Supplier with sufficient information to locate and reproduce the Error. Supplier will work with Customer to determine the classification of such Error.

2.3 Web-based Support Service. Supplier will provide web-based assistance to Company or the Customer for the Product in accordance with the initial response targets set forth in Table C. Such services include: (a) clarification of functions and features of the Product, (b) clarification of any documentation pertaining to the Product, (c) guidance in the operation of the Product, and (d) Error verification, analysis and code corrections, as necessary, to cause the Product to perform substantially in accordance with the most current documentation.

2.4 Service Level Objectives. Supplier, Company and Customer acknowledge the potentially idiosyncratic nature of any Error in the Product, and not all Errors will be corrected. Supplier will use all reasonable commercial efforts to attempt to remedy and resolve any problems within the target times specified in Table C, but failure to meet target times will not constitute a failure to perform a material provision of this exhibit.

**Table C. Target Service Level Objectives**

Error Severity	Initial Response Target	Target Remedy Goal	Target Resolution Goal	Resolution Method
Critical (S1)	1 Business Hour	2 Business Days	5 Business Days	patch/workaround
High (S2)	2 Business Hours	4 Business Day	10 Business Days	patch/workaround
Normal (S3)	2 Business Hours	12 Business Days	30 Business Days	patch as required

For the purposes herein, “Remedy” means the Product has been corrected in a manner that is available for use at a decreased severity. “Resolution” means the Error is no longer impacting the Product and the Product is operating and functioning in material conformance with the corresponding technical specification.

**3.Subscription Services Uptime Service Level**

3.1 Service Uptime Commitment for Supplier Subscription Service. Supplier will make the Subscription Service available based on a calendar month uptime percentage of at least 99.5% (the “Service Commitment”). If Supplier does not meet the Service Commitment, Company or Customer will receive a Service Credit on a future invoice, unless the performance issues is due to one or more of the following exclusions:

- A- Problems beyond the demarcation point of the Subscription Service;
- B- Any actions or inactions of the Company or Customer as required for performance of the Subscription Service;
- C- Equipment, software or other technology of the Customer or any third party (outside of third party equipment, software or technology under the control of Supplier); or
- D- Any pre-scheduled maintenance and/or Excluded Outages.
- E- Interruptions during any period when Customer or Company elects not to release the Subscription Services for testing and/or repair and continues to use the Subscription Services on an impaired basis.

3.2 Service Commitments and Service Credits. Customer may obtain service credits if Supplier fails to meet the Service Availability described in Table D below. The service credit(s) are limited to an amount equal to the then-current equivalent monthly recurring fees for the Subscription Services (the “**Equivalent Monthly Fee**”). In order to receive service credit, Customer must notify Supplier’s Subscription Services Support by opening a case through Supplier’s online support site within twenty-four (24) hours of an Outage. Supplier must verify the service commitment violation described in each case. Customer must submit a written request for a service credit, including the case number, to Supplier within five (5) calendar days of opening the case.

**Table D. Service Availability Credits**

Service Availability	Credit against monthly fee
99.5% or greater	0%
99% - 99.4%	10%
98% - 98.9%	15%
Less than 97.9%	20%

3.3 Service Availability Credits Exceptions. Service credits will not be issued when the Subscription Services are unavailable as a result of the following “**Excluded Outages**”: (a) Scheduled Maintenance, (b) Urgent Maintenance, (c) interruptions caused by the negligence, error or omission of Customer or other users of the Customer’s Subscription Services, (d) Customer’s applications, equipment, or facilities, including the Customer Facilities and Customer’s connection to the Internet, (e) Customer’s acts or omissions, or any misuse of the Subscription Services, (f) reasons of Force Majeure (as defined in the Agreement), (g) interruptions arising from Customer’s use of the Subscription Services in an unauthorized or unlawful manner or in violation of this Agreement, (h) interruptions arising from a Supplier disconnect for non-payment or an interruption due to improper or inaccurate network specifications provided by Customer, and/or (i) interruptions during any period when Customer elects not to release the Subscription Services for testing and/or repair and continues to use the Subscription Services on an impaired basis. For the purposes herein “Scheduled Maintenance” means any maintenance of Supplier’s datacenter facilities and computer software used to provide the Subscription Services (the “Subscription Services Platform”): (a) of which Customer is notified thirty-six (36) hours in advance; (b) that is performed during a standard maintenance window from 12 AM to 6 AM within the time zone of the applicable primary deployment datacenter, unless otherwise advised by Supplier to Customer; and/or (c) that is performed during an agreed upon maintenance window. Notice of Scheduled Maintenance will be provided on the status page for the Subscription Services (currently <https://status.kofaxcloud.com>, may be subject to change) and Customer must subscribe to this page to automatically receive respective notifications. “Urgent Maintenance” means efforts to correct Subscription Services Platform conditions that are likely to cause a material outage of the Subscription Services and that require immediate action outside the Scheduled Maintenance window. Supplier may undertake Urgent Maintenance at any time it deems necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

3.4 Service Availability Calculation/Exclusions. Subscription Service availability consists of the number of minutes in a month that the

Subscription Services were available less unavailable minutes due to an Outage. "Outage" will mean any fifteen (15) consecutive minutes during which Customer is unable to access the Subscription Services Platform. An Outage does not include an Excluded Outage, any inability of Customer to access or interact with the Subscription Services Platform arising from Customer's failure to meet any of Customer's responsibilities provided in this Agreement including, without limitation, this Service Level Summary.

The calculation for Subscription Service availability is:

$$100 * (1 - (\text{Sum of Outage Duration} / \text{Total Available Time}))$$

Example:

- Customer's Subscription Services have monthly base fee of \$500
- Outage of 7.5 hours or 450 minutes in April
- April has 43,200 minutes (30 calendar days \* 24 hours \* 60 minutes)
- Subscription Service Availability is:  
 $100 * (1 - (450 / 43,200)) = 98.96\%$
- Credit:  $10\% * (\$500) = \$50$

#### **4. Delivery of Support Service, Data Backup and Recovery, Customer Obligations, Expiration of Agreement**

4.1 Maintenance. Supplier will make available electronically periodic version releases and patches of the Products providing corrections to Errors, modifications to the Product architecture, design, user experience, functionality or providing new functionality to the Product in the form of Updates or Upgrades subject to Supplier's version Life Cycle Policies as published on Supplier's support website. Any new features or functionality to be included in any future or subsequent releases of the Products are at the discretion of Supplier.

4.2 Place of Performance. Support Services will be performed by remote access unless Supplier agrees that on-site service is required, in which case Customer will pay associated costs.

4.3 Data Backup and Recovery for Subscription Services. Subscription Services data is backed up daily, replicated geographically redundant locations and retained for at least fourteen (14) calendar days. Backups are tested periodically for data integrity.

4.4 Customer Obligations. Company will ensure or Customer will comply with the following obligations:

(a) Ensure Supplier has reasonable telephonic or remote access to the Customer's personnel and equipment upon which the Product is loaded or operating;

(b) Document and promptly report Errors or malfunctions of the Product to Supplier. The Customer will take all reasonably necessary steps to carry out procedures provided by Supplier for the correction of such Errors or malfunctions within a reasonable time including installation of patches, Updates or Upgrades;

(c) Properly train Customer's personnel in the use of the Product and the equipment on which the Product is loaded or operating;

(e) Designate a commercially reasonable number of individuals (each a "Technical Contact"). A Technical Contact shall serve as the liaison with Supplier support personnel. Customer's designated Technical Contacts shall be the sole liaison between Customer and Supplier for Support Service. Technical Contacts shall acquire sufficient knowledge of the Product in order to administer the Product, support their own users, properly document issues to Supplier and to satisfy the Support Services obligations of Customer hereunder. To avoid interruptions in services, Customer must notify Supplier whenever its Technical Contact responsibilities are transferred to other individual;

(d) Support language: all correspondence from Supplier during performance of Support Service will be in English. Other languages may be available but cannot be guaranteed;

(e) No installation services are included under Support Service. Installation services can be purchased from Supplier, including for Updates or Upgrades;

(f) Support for non-Supplier software and hardware: Support Service does not include support for software or hardware not sold by Supplier. Customer is responsible for contacting its suppliers in order to obtain support for such software and hardware;

(g) Cause the customer facilities to meet and comply with the specifications and requirements set forth in Supplier's technical specifications, and otherwise assume responsibility for all standard IT/IS infrastructure requirements, including the purchase, maintenance, administration and service of hardware and software with which the Subscription Services interfaces, and/or upon which the Subscription Services relies.

Customer's failure to comply with this Section 3.3 may result in a delay or Supplier's inability to perform its obligations hereunder, thus if Supplier's ability to perform its obligations hereunder is impacted Customer's failure to comply with this Section 4.3, Supplier shall be relieved from its obligations hereunder until such time as the non-compliance is rectified.

4.5 Effect of Expiration of Agreement. The expiration of the Agreement between the parties shall terminate Supplier's obligation to fulfill its maintenance and support obligations hereunder.

## 5. **Version Support Policy**

5.1 Support for Prior Versions of the Product. Supplier shall provide Support Service for the current version of the Product in production, unless indicated otherwise on the supported version page posted on Supplier's web site.

5.2 Operating Environment. Customer will be responsible for ensuring that the environment in which the Product is deployed (such as operating system, firmware or utilities) is consistent with those specified in the Product's documentation.

## 6. **Performance, Disclaimer**

6.1 Performance. Supplier will use commercially reasonable efforts to provide Support Service. Support Services do not include new software solutions or modules that are normally licensed by Supplier separately from the Product pertaining to this exhibit. Supplier will have no obligation to provide Supplier Support Service to any third party (other than the Customer). Supplier will have no obligation to correct an Error or Outage, if the Error or Outage is the result of (a) a failure to implement all Updates, Upgrades (if any provided hereunder), Error corrections, or modifications to the Product; (b) changes to the operating system or environment which adversely affect the Product; (c) alterations of or additions to the Product not authorized by Supplier; (d) interconnection or integration of the Product with other products not supported by Supplier; (e) use of the Product on equipment other than the equipment for which such Product was designed for use on (g) issues caused by computer viruses, security breaches or force majeure factors (h) operation of the Product, including, but not limited to, administration, script creation and report generation; or (i) Excluded Outages as described above. Supplier's obligation to provide Support Services will not extend to any interference with or failure or degradation of the performance of the Product caused by (a) Customer's failure to meet and comply with Customer's responsibilities as provided in this Exhibit, or the specifications and requirements set forth in Supplier's technical specifications as necessary for implementation and/or execution of the Product, (b) Customer's violation of any restrictions upon the use of the Product as provided in the terms of service, including, without limitation, any modification or enhancement of the Product, or (c) Customer's installation, without Supplier's prior written approval, of any other software, hardware, product or apparatus in the Customer's application environment following the installation of the Product. Support Services do not include the installation, upgrade, implementation or migration of new version releases or software patches of the Product or correction of Errors experienced as a result of incorrect installation of version releases and software patches of the Product. Furthermore, support does not include systems engineering, code programming or operations procedures of any sort. Under no circumstances does Supplier warrant or represent that all Errors can or will be corrected.

6.2 Professional Services Components Performance. To the extent that Support Services are purchased in regards to Professional Services Components, Support Services do not include updates to such Professional Services Components to the extent that any third party software utilized in conjunction with such Professional Services Components 1. discontinues provision of the same functionality, 2. the integration and interaction with associated third party software fundamentally changes, 3. any associated third party software is discontinued or unsupported or 4. The manufacturer of the third party software does not grant Supplier adequate insight into changes made to the third party software. In the event of any of the above occurrences, Supplier will make recommendations on how best to resolve the third party software dependency of the relevant Professional Services Component. For purposes of this Section Professional Services Components means licensed frameworks or other software assets provided to Customer that are created, maintained and managed by Supplier's professional services organization and which provide add-on functionality to core Products or in the case of frameworks provide reusable and configurable functionality for corresponding vertical solutions in order to assist in accelerating a customer's solution implementation process.