

Kofax (“Partner”) Software Maintenance and Support

1. Definitions

“Defect” means a material difference between the functionality of the Licensed Software and the applicable published User Documentation for such Licensed Software that is reported to and replicable by the Customer, Partner and Supplier. Supplier will determine what functions the Licensed Software was designed to perform.

“Case” means the file, contained within the Partner’s Issue tracking system, which contains information about interventions made by Partner support personnel on behalf of Customer, as well as communications between Partner support personnel and Customer regarding status of an Issue. A Case will have a unique reference ID (Case ID).

“Issue” means a question relating to a specific, discrete behavior of the Licensed Software that can be answered by isolating its origin to a single cause.

“Support Request” means a request for assistance from Customer to Partner Support with respect to the Licensed Software’s functionality or behavior.

“Partner” means Intelligent Content Solutions, LLC.

“Support Portal” means Partners online Issue tracking case management system.

“Supplier” means Kofax, Inc.

“Supplier Portal” means the Kofax Knowledgebase (<https://knowledge.kofax.com/>) and the Kofax delivery site (<https://delivery.kofax.com/>)

“Third Party Products” means software not provided by Partner or Supplier as part of the Licensed Software, but that is required to ensure successful delivery of the Customer’s solution.

2. Scope of Software Maintenance

2.1 Access to periodic version releases and software patches of the Licensed Software providing corrections to Defects, and, at the discretion of Supplier, modifications to the Licensed Software architecture, design, user experience, functionality or providing new functionality to the Licensed Software subject to Supplier’s Release Strategy and End of Life Policy.

2.2 Notification of any new version releases and software patches for the Licensed Software, such notification provided by Supplier’s posting on the Supplier Portal of the availability of such releases and patches.

2.3 Provision of updated documentation for new version releases and software patches as necessary on the Supplier Portal.

3. Scope of Support

3.1 Support for published and released Licensed Software functionality as defined by the Supplier Release Strategy and End of Life Policy.

3.2 Depending on the level of Partner Maintenance and Support purchased, access to Partner Support, with engagement within two (2) hours, either:

3.2.1 During the Partner Support’s regional business hours of the primary Partner location, or

3.2.2 Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Purchasing such level of support is subject both to Partner’s and Supplier’s approval.

3.3 Software Maintenance and Support available to two named Customer contacts, subject to Customer’s compliance with the Tier 1 Partner Support Responsibilities as described in Section 4 below. Customer contacts for software maintenance and support communications designated in the manner requested by Partner. Partner may require Customer to deliver to Partner a third-party authorization agreement as a precondition to Partner working with Customer’s third-party consultants in the implementation and/or support of the Licensed Software.

3.4 An unlimited number of Support Requests allowed per year.

3.5 Online access to the Supplier Portal which includes product documentation, knowledgebase information, and access to Licensed Software downloads. Customers are required to have a valid user ID and password to access Supplier Portal.

3.6 Partner will deliver the Partner Support remotely. Support assistance must be requested via online Case submission or phone. If Partner and Customer agree that onsite services are necessary to address any Licensed Software Issue, then in each such event Partner will invoice Customer for reimbursable expenses incurred by Partner in providing such onsite services, and Customer will pay the invoiced amount per the payment terms provided in the Agreement between Partner and Customer for the license of the Licensed Software.

4. Tier 1 Partner Support Responsibilities

4.1 ICS Partner Tier 1 Support provides support to each of our Customers which will include, without limitations, the following:

Kofax (“Partner”) Software Maintenance and Support

4.1.1 Providing Customer with a documented process and instructions for securing Support from Partner for the Licensed Software.

4.1.2 Engaging with Customer concerning reported Issues to determine the Licensed Software affected, to gather a complete description of the Issue, to determine the Issue priority and cause of the Issue and performing initial troubleshooting to deliver Issue resolution as possible.

4.1.3 Utilizing Supplier’s Support Portal to fully research and resolve reported Licensed Software Issues. Be familiar with and leverage the use of the Supplier Portal, and ensure that each person engaging Supplier Support personnel is trained and where required by Supplier certified in order to fulfill the Support Responsibilities defined in this Agreement.

4.1.4 Providing communications to Customer, as required, to fulfill the support process and ensure customer satisfaction.

4.1.5 Ensuring that Customer has fully complied with each of the Customer Software Maintenance and Support Responsibilities as provided in **Schedule 1** included in this Agreement.

4.1.6 Effectively performing the support escalation process to Supplier Support as defined in Supplier Support Responsibilities below.

4.1.7 Documenting all reported support Issues that need to be escalated within Supplier Portal which will include, without limitations, relevant communications, an Issue description and key indicators such as impact, priority and frequency in accordance with instructions provided by Supplier Support.

5. Supplier Escalated Support Responsibilities

5.1 Supplier Escalated Support will mean support provided to Partner upon Partner engaging Supplier Support in order to resolve Licensed Software support Issues beyond Tier 1 Partner Support. Supplier Support obligation to provide Escalated Support to Partner will include, without limitation, the following:

5.1.1 Providing Partner with a documented process and instructions for securing Escalated Support for the Licensed Software.

5.1.2 Reviewing information provided by Partner concerning an Issue to verify the Licensed Software affected, to review the complete description of the Issue and to determine the Issue priority.

5.1.3 Performing escalated troubleshooting and deliver Issue resolution as possible.

5.1.4 Engaging Customer with Partner, as needed, to further troubleshoot and speed Issue resolution.

5.1.5 Effectively performing the Escalated Support process, including documentation, in compliance with Supplier Support’s standard operating procedures.

5.1.6 Providing communications to Partner, and Customer as required, to fulfill the support process and ensure customer satisfaction.

6. Exclusions

6.1 Support does not include new software solutions or modules that are normally licensed by Partner/Supplier separately from the Licensed Software pertaining to this Agreement.

6.2 Supplier’s obligation to provide Software Maintenance and Support will not extend to any interference with or failure or degradation of the performance of the Licensed Software caused by (a) Customer’s failure to meet and comply with Customer’s responsibilities as provided in this Agreement between Supplier and Partner for the license of the Licensed Software, or the specifications and requirements set forth in Partner/Supplier’s Technical Specifications as necessary for implementation and/or execution of the Licensed Software, including as provided in this Agreement, (b) Customer’s violation of any restrictions upon the use of the Licensed Software as provided in the End User License Agreement, including, without limitation, any modification or enhancement of the Licensed Software, or (c) Customer’s installation, without Partner/Supplier’s prior written approval, of any other software, hardware, product or apparatus in the Customer’s application environment following the installation of the Licensed Software.

6.3 Support does not include correction of Issues caused by interference with functionality of the Licensed Software due to Third Party Products, including, but not limited to, operating systems, hardware, software or network environment, not approved in Supplier’s Technical Specifications. Such Third Party Products may need to be updated in compliance with Supplier Technical Specifications to ensure proper functioning of the Licensed Software. Support further does not include correction of Issues caused by interconnection or integration of the Licensed Software with Third Party Products not designated as in compliance with Supplier’s Technical Specifications. If after analysis it is determined that an Issue is caused by a Third Party Product, then in each such event Partner will invoice Customer for reimbursable expenses incurred by Partner in providing such services, and Customer will pay the invoiced amount per the payment terms provided in the agreement between Customer and Partner for the license of the Licensed Software.

Kofax (“Partner”) Software Maintenance and Support

6.4 Support does not include the installation, upgrade, implementation or migration of new version releases or software patches of the Licensed Software or correction of Issues experienced as a result of incorrect installation of version releases and software patches of the Licensed Software. Furthermore, support does not include systems engineering, code programming or operations procedures of any sort.

6.5 Support does not include the correction of Issues caused by computer viruses or security breaches or force majeure factors.

6.6 Support does not include the operation of the Licensed Software, including, but not limited to, administration, script creation and report generation.

Kofax (“Partner”) Software Maintenance and Support

Schedule 1

Customer Software Maintenance and Support Responsibilities

1. Customer Responsibilities

4.1 In addition to any other Customer responsibilities set forth in the Agreement between Partner and Customer for the Licensed Software, Customer will be solely responsible, at the Customer’s expense, to:

4.1.1 Notify Partner immediately of any support or maintenance Issues.

4.1.2 Train users on use of the Licensed Software.

4.1.3 Be familiar with the use of the Partner Support Portal, and ensure that each person engaging Partner Support personnel is trained and where required by Supplier certified in order to fulfill the Customer responsibilities defined in this Software Maintenance and Support Agreement

4.1.4 Maintain the confidentiality of and prevent disclosure of any information, technical data and other information provided by Partner and Supplier.

4.1.5 Apply all new version releases and software patches in a timely manner to ensure conformance with Supplier Release Strategy and End of Life Policy.

4.1.6 Designate a key contact for software maintenance and support communications.

4.1.7 Provide Partner and Supplier, as applicable, with timely access, remote and/or onsite, to Customer’s facilities, including Customer’s servers upon which the Licensed Software runs, with which the Licensed Software interfaces, and/or upon which the Licensed Software relies, including but not limited to the database server with which the Licensed Software interfaces for the purpose of troubleshooting or of acquiring data pertinent to Supplier support personnel to carry out its support obligations for Issues being experienced with the Licensed Software.

4.1.8 Provide Partner and Supplier, as applicable, timely return of requested troubleshooting data, including, but not limited to, Licensed Software error messages, system error messages, sequence of actions taken to reproduce an Issue, Licensed Software log files, and information concerning changes made to the Licensed Software by Customer, in order for Partner Support to carry out its support obligations for Issues being experienced with the Licensed Software.

4.1.9 Follow backup and maintenance procedures for the Licensed Software, and software upon which the Licensed Software runs, with which the Licensed Software interfaces, and/or upon which the Licensed Software relies, and be fully responsible for such backups. Support does not include consulting services to restore Customer servers, workstations, data repositories or Licensed Software to its original Partner and/or Supplier-installed configuration in the event of damaged or lost data which are solely Customer’s responsibility.

4.1.10 Cause application environment, as applicable, 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 upon which the Licensed Software runs, with which the Licensed Software interfaces, and/or upon which the Licensed Software relies, up to and including as appropriate:

4.1.10.1 An efficient and functioning computer network which meets or exceeds the functional specifications required for operation of the Licensed Software.

4.1.10.2 Appropriate computer equipment in proper working condition, up to and including servers and workstations.

4.1.10.3 Maintain a virus free network and computer equipment environment in which the Licensed Software runs, interfaces with, and/or relies upon.

4.1.10.4 A database with which the Licensed Software interfaces, updated per manufacturer’s recommendations and properly tuned and maintained for acceptable performance.

4.1.10.5 A firewall appropriately configured to allow all Licensed Software related communications to traverse the network per the functional specifications required for operation of the Licensed Software.

4.1.10.6 A web application server in proper working condition, in the event that Customer purchases web client licenses of the Licensed Software or “combo” full/web client licenses of the Licensed Software.

4.1.10.7 A messaging server and software in proper working condition, such as Microsoft Exchange.

4.1.11 If Partner is required to provide Support services to Customer to remedy any Licensed Software support or performance issues caused by or resulting from Customer’s failure to comply with Customer’s responsibilities as provided above or in the Agreement between Partner and Customer for the license of the Licensed Software, then in each such event Partner will invoice Customer for all fees at Partner’s then-current hourly rate for the services provided by Partner and for all reimbursable expenses incurred by Partner in providing such services, and Customer will pay the invoiced

Kofax (“Partner”) Software Maintenance and Support

amount per the payment terms provided in the Agreement between Partner and Customer for the licenses of the Licensed Software.