Kofax Support Commitment

Introduction
Kofax provides Support Services that assist you in realizing the full value of your Kofax Software products. This document describes the Kofax Commitment to provide these Support Services.

Offerings

- **Updates and Upgrades** – All offerings include regularly scheduled Product Releases, which include defect fixes and functional upgrades.

- **Web-based Services**
  - Knowledge Base – Customers are entitled to 24x7 access to Kofax knowledge bases. Kofax Technical Support personnel regularly update these information resources with the latest validated information on Case solutions, frequently asked questions, and tips and techniques.
  - Web-based Support Tool – Online Case submission and tracking system allowing eligible contacts to create, update, and review their existing Cases.
  - Product Updates – Download access to the latest Fix Pack and Service Pack releases.

- **Kofax Standard Support (Annual Fee)** – When a Customer cannot resolve an issue using the tools and resources described in Web-based Services, that Customer can contact the Kofax Technical Support team during the Kofax Business Hours of the Customer’s primary installed site. By default, the primary installed site is considered the location of the Customer’s corporate headquarters, unless otherwise specified.

- **Kofax 24x7 Support (Annual Fee)** – Extends Kofax Standard Support to include access to the Kofax Technical Support team for Critical Priority issues around the clock. This support is provided only in English.

**NOTE:** Support is provided for Kofax Software that is covered by a valid current Support Agreement. All components of any Kofax Software, where support is available and offered by Kofax, must be included under a current Support Agreement.

Contact Options
In all Cases, Kofax requires the Customer contacting Technical Support to be fully trained and, where appropriate, certified on the use of the product. In addition, the Technical Support team validates the coverage of all product licenses by a current Support Agreement.

Kofax Partners are required to provide **First Line** support where the Customer chooses to work with the Partner as the primary support provider. The Partner is expected to provide assistance in answering software installation, configuration, or usage questions; initial error information gathering; error isolation and identification; creating a reproducible test.
environment; and providing standard fixes or workarounds to known problems. Where the Customer chooses and enters into a Support Agreement with Kofax, Kofax expects the Customer to assist with providing these services.

Kofax Technical Support provides **Second Line** support to its Partners and direct Customers. This includes, but is not limited to, further assistance with the tasks described in the previous paragraph. This may include a workaround or require the Customer to install a Hot Fix, Fix Pack, Service Pack, or upgrade to the latest Product Release. If required, Second Line support includes contacting Research and Development (R&D) for diagnostic assistance or a Hot Fix (if deemed necessary by Kofax to resolve the issue) for Critical Priority problems.

Kofax provides Web-based Access, through the [Kofax Customer Portal](#), to contact its Technical Support team. Telephone Access is also available as described in the [Kofax Technical Support - Detailed Contact Information](#) document.

### Operational Commitments

Kofax Technical Support prioritizes its Case load based on the **Case Priority** set by the Customer and validated by Kofax Technical Support. The priorities and the **Initial Response Times** are defined in this table:

<table>
<thead>
<tr>
<th>Priority</th>
<th>Environment</th>
<th>Functionality loss</th>
<th>Users affected</th>
<th>Initial response time</th>
</tr>
</thead>
<tbody>
<tr>
<td>critical</td>
<td>production</td>
<td>major</td>
<td>many or all</td>
<td>1 business hour</td>
</tr>
<tr>
<td>high</td>
<td>production</td>
<td>major</td>
<td>few or N/A</td>
<td>2 business hours</td>
</tr>
<tr>
<td>normal</td>
<td>production</td>
<td>minor, how-to, or usage questions</td>
<td>any</td>
<td>4 business hours</td>
</tr>
<tr>
<td>normal</td>
<td>non-production</td>
<td>any</td>
<td>any</td>
<td>4 business hours</td>
</tr>
</tbody>
</table>

Initial response time represents the maximum time it takes a Kofax Technical Support Analyst to acknowledge receipt of a Customer's reported Case and begin diagnosis. The assigned Support Analyst works the case jointly, with the Customer, to identify an acceptable workaround or resolution of the issue. If the resolution of the Case requires escalation to another Technical Support Analyst or to Kofax R&D, the Technical Support Analyst handling the Case gathers all required information and assigns the Case to the appropriate resource.

A Customer can escalate a Case at any time, whenever the Customer thinks the Case needs additional attention. Escalation of a Critical Priority Case triggers an alert in the Kofax Case Tracking System. Cases can generally be escalated if the Priority of a Case increases or if the response time to a Case is deemed inadequate.

### Life Cycle Policy

Kofax provides new software in the form of **Major** or **Minor Releases**. These contain functional enhancements as well as fixes to newly discovered defects. Major Releases are denoted by full versions such as 5., 6., whereas minor releases are expressed as point releases such as 5.1, 5.2, and so on. In addition, on a periodic basis, Kofax releases **Service**
Packs that contain fixes for newly discovered defects. For certain Critical Priority problems, Kofax, at its sole discretion, issues Hot Fixes in the form of cumulative Fix Packs that are then incorporated into the next available Service Pack and Minor or Major Release.

Kofax is committed to supporting the most current Major Release and the previous Major Release. When a new Major Release enters General Availability, the previous most current Major Release is no longer available for sale to new customers and is then considered to be the previous Major Release. Kofax continues to support the supplanted previous Major Release for an additional year, only for critical defects. Current customers can continue to buy additional ancillary items for this release through the product’s End of Support period.

Kofax Extended Support (Annual Fee) – When a Major Release Product enters its End of Support period according to the Life Cycle policy, support is available to facilitate migration to a current Major Release.

Exclusions

Software Support does not cover: (i) modifications made to the standard Software application by the Customer or third parties (including Kofax Professional Services), (ii) applications developed by the Customer or third parties, products, services or functionality not provided by Kofax R&D, (iii) onsite support services at the physical location of the Error, (iv) products for which the Customer has not maintained current certifications, (v) systems engineering services, programming and operations procedures of any sort, (vi) the use of an operating system or any software or hardware or networking systems not certified by Kofax as described in the Kofax Cross Product Compatibility Matrix; (vii) interconnection or integration of the Programs with products not designated Certified or Supported by Kofax, (viii) use of the Programs in a manner for which they were not designed.