

Schedule A

Service Level Summary

1. Subscription Services Availability Commitment. Tungsten's Subscription Services availability commitment is to provide Partner and Customer the ability to access the Subscription Services Platform 99.5% of the time, and Tungsten will provide adequate Subscription Services Platform hardware and OS health to meet such stated uptime. These commitments do not constitute a warranty or guarantee, and the Subscription Services are subject to the limitation of warranties as provided in this Addendum and the Agreement.

2. Scheduled Maintenance. "Scheduled Maintenance" will mean any maintenance of the Subscription Services Platform: (a) of which Partner and Customer is notified thirty-six (36) hours in advance; (b) that is performed during a standard maintenance window from 12 AM to 4 AM within the time zone of the applicable primary deployment datacenter, unless otherwise advised by Tungsten to Partner and 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 Partner and Customer must subscribe to this page to automatically receive respective notifications.

3. Urgent Maintenance. "Urgent Maintenance" will mean efforts to correct Subscription Services Platform conditions that are likely to cause a material outage or breach of data security of the Subscription Services and that require immediate action outside the Scheduled Maintenance window. Tungsten may undertake Urgent Maintenance at any time it deems necessary and will provide notice of Urgent Maintenance to Partner and Customer as soon as is commercially practicable under the circumstances.

4. Outage. An "Outage" will mean any fifteen (15) consecutive minutes during which Partner or Customer is unable to access the Subscription Services Platform.

5. Service Credits. Partner may obtain service credits if Tungsten fails to meet any of the service commitments described in this Service Level Summary. 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 a service credit, Partner must notify Tungsten's Subscription Services Support by opening a case through Tungsten's online support site within twenty-four (24) hours of an Outage, or within thirty (30) calendar days of Tungsten's failure to meet any other service commitment as provided in this Service Level Summary. Tungsten must verify the service commitment violation described in each case. Partner must submit a written request for a service credit, including the case number, to Tungsten within five (5) calendar days of opening the case. The service credits are Partner's sole and exclusive remedy in the event of Tungsten's failure to meet any of the service commitments provided in this Service Level Summary, and any other terms of this Agreement to the contrary notwithstanding, any liability of Tungsten to Partner, Customer or any third party for any failure of Tungsten to meet any of such service commitments or to otherwise provide the Subscription Services will not exceed an amount equal to the applicable service credits.

6. Service Credit 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 Partner, 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) Partner's or 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 Partner's or Customer's use of the Subscription Services in an unauthorized or unlawful manner or in violation of this Agreement, (h) interruptions arising from a Tungsten disconnect for non-payment or an interruption due to improper or inaccurate network specifications provided by Partner, 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.

7. Calculation. 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. An Outage will not include an Excluded Outage, any inability of Customer to access or interact with the Subscription Services Platform arising from Partner's and/or Customer's failure to meet any of Partner's and/or Customer's responsibilities provided in this Agreement including, without limitation, this Service Level Summary.

The calculation for Subscription Service availability is:

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

8. Subscription Service Availability Remedy. In the event that, for a particular month, the Subscription Service availability falls below the commitment set forth above, Partner will receive a service credit for the Subscription Services affected for such month in accordance with the following calculation:

$20\% * (\text{Current Equivalent Monthly Fee} - \text{Any credit for other remedies applied for that particular Subscription Service})$

Example: Customer's Subscription Services have monthly base fee of \$500

Outage of 7.5 hours or 150 minutes in April

April has 43,200 minutes (30 calendar days * 24 hours * 60 minutes)

Subscription Service Availability is: $100 * (1 - (150 / 43,200)) = 98.958\%$

Credit: $20\% * (\$500) = \100

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

10. Subscription Services Support. Subscription Services Support provides Partner and Customer access to:

- a) Support for published and released Subscription Services standard technical functionality.
- b) Access to Subscription Services Support, with first response within two (2) hours, during the Subscription Services Support's regional business hours of Customer's primary location, such availability as further described on the Support Portal.
- c) Subscription Services Support is available to named contacts, subject to Customer's and Partner's compliance with Customer's and Partner's responsibilities as described in Section 13 below.
- d) An unlimited number of Subscription Services Support requests per year.
- e) Access to the Support Portal which includes product documentation, knowledgebase information and access to Tungsten's user communities. Customer is required to have a valid user ID and password to access online support.
- f) Tungsten will deliver the Subscription Services Support remotely. Subscription Services Support assistance must be requested following the information on Support Portal.

11. Tier 1 Subscription Services Support Definition: Tier 1 Subscription Services Support

will mean the Partner's obligation to provide support to each Customer, which will include the following:

- a) Providing Customer with a documented process and instructions for securing Tier 1 Subscription Services Support from Partner for the Subscription Services.
- b) Engaging with Customer concerning a support incident to determine the Subscription Services affected, to gather a complete description of the incident, to determine the incident severity and cause of the incident and performing initial troubleshooting to deliver issue resolution as possible.
- c) Utilizing Tungsten's Support Portal to fully research and resolve Subscription Services support incidents.
- d) Providing communications to Customer, as required, to fulfill the support process and ensure Customer satisfaction.
- e) Ensuring that Customer has fully complied with each of the Customer/Partner Subscription Services Support Responsibilities as provided in Section 13 of this **Schedule A**.
- f) Effectively performing the support escalation process to Tungsten as defined in Escalated Subscription Services Support below.
- g) Documenting all reported support incidents that need to be escalated within Tungsten's Support Portal which will include, without limitations, relevant communications, an incident description and key indicators such as impact, severity and frequency in accordance with instructions provided by Tungsten.

12. Escalated Subscription Services Support Definition: Escalated Subscription Services Support will mean support provided by Tungsten to Partner upon Partner engaging Tungsten in order to resolve Subscription Services support incidents beyond Tier 1 Subscription Services Support. Tungsten's obligation to provide Escalated Subscription Services Support to Partner as provided above will include, without limitation, the following:

- a) Providing Partner with a documented process and instructions for securing Escalated Subscription Services Support for the Subscription Services.
- b) Reviewing information provided by Partner concerning a support incident to verify the Subscription Services affected, to review the complete description of the incident and to determine the incident severity.
- c) Performing escalated troubleshooting and delivering issue resolution as possible.
- d) Engaging with Customer, as needed, to further troubleshoot and speed issue resolution.
- e) Effectively performing the Escalated Subscription Services Support process, including documentation, in compliance with Tungsten's standard operating procedures.
- f) Providing communications to Partner and Customer as required, to fulfill the support process and ensure Customer satisfaction.

13. Customer/ Partner Subscription Services Support Responsibilities. In addition to the Customer responsibilities as set forth in the Agreement, Customer and Partner will be solely responsible, at Customer's and/or Partner's expense, to:

- a) Notify Tungsten immediately of any support issues.
- b) Train users on use of the Subscription Services.
- c) Ensure that each person engaging Tungsten support personnel is trained and where required by Tungsten certified in order to fulfill Customer's and/or Partner's responsibilities defined in this Service Level Summary and the Agreement.
- d) Maintain the confidentiality of and prevent disclosure of any information, technical data and other information made available to Customer and/or Partner through the Tungsten online support portals, user groups and user forums provided by Tungsten.

- e) Apply all material upgrades, enhancements and new version releases and software patches on the Customer Facilities in a timely manner.
- f) Designate key contacts for Subscription Service Support communications in the manner requested by Tungsten. Tungsten may limit Subscription Service Support communications to designated key contacts. Tungsten may require Customer to deliver to Tungsten a third party authorization agreement as a precondition to Tungsten working with Customer's third party consultants in the implementation and/or support of the Subscription Services.
- g) If necessary to troubleshoot support issues, provide Tungsten with timely access, remote and/or on site, to Customer's facilities, including the Customer Facilities, with which the Subscription Services interfaces, and/or upon which the Subscription Services relies for the purpose of troubleshooting or of acquiring data pertinent to Tungsten support personnel to carry out its support obligations for issues being experienced with the Subscription Services.
- h) Provide Tungsten timely return of requested troubleshooting data, including, but not limited to, Subscription Services error messages, system error messages, sequence of actions taken to reproduce an issue, Subscription Services log files, and information concerning changes made to the Subscription Services by Customer, in order to perform root cause analysis for support issues being experienced with the Subscription Services.
- i) Cause the Customer Facilities to meet and comply with the specifications and requirements set forth in Tungsten'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.

14. Exclusions. Tungsten's warranties for the Subscription Services, and obligation to provide Subscription Services Support will not extend to any interference with or failure or degradation of the performance of the Subscription Services caused by (a) Customer's or Partner's failure to meet and comply with their respective responsibilities as provided above or in the Agreement, or Tungsten's specifications and requirements for implementation and/or execution of the Subscription Services as provided above or in Tungsten's technical specifications or the Agreement, (b) Customer's and /or Partner's violation of any restrictions upon the use of the Subscription Services as provided in the Agreement, (c) Customer's installation, without Tungsten's prior written approval, of any other software, hardware, product or apparatus in Customer's desktop or application environment following the date Customer has the ability to log on to the Subscription Services Platform, (d) correction of any interference with or failure or degradation of the performance caused by or arising from interference with functionality of the Subscription Services due to any software (or software services) not provided by Tungsten as part of the Subscription Services including, but not limited to, operating systems, hardware, software or network environment, or (e) Excluded Outages as described above. If Tungsten provides services to Partner or Customer to remedy any Subscription Services support or performance issues caused by or resulting from any of the foregoing, then in each such event Tungsten will invoice Partner for all fees at Tungsten's then-current hourly rate for the services provided by Tungsten and for all reimbursable expenses incurred by Tungsten in providing such services, and Partner will pay the invoiced amount per the payment terms provided in the Agreement.