

## **Kofax Service Level Commitment for TotalAgility Cloud Service Offerings**

Kofax, Inc. (“Kofax”) commits to provide 98.5% uptime for the TotalAgility platform and AP Agility solution hosted services only with respect to the Customer’s Service (“Service”) during each calendar month of the Term, excluding regularly scheduled maintenance times.

If Kofax Analytics is utilized with the TotalAgility platform or other TotalAgility solution, Kofax commits to provide 95.0% uptime as a hosted service for this solution component with respect to the Service during each calendar month of the Term, excluding regularly scheduled maintenance times.

If in any calendar month these uptime commitments are not met by Kofax, and the Customer is negatively impacted (i.e., attempted to log into or access the Service and failed due to the unscheduled downtime of the Service), Kofax shall provide, as the sole and exclusive remedy, a Service Credit (“Credit”) equal to one month’s fee for the use of the Service.

Kofax may amend this Service Level Commitment at its discretion and updates will be posted on the Kofax Web site.

### **Scheduled and Unscheduled Maintenance**

Regularly scheduled maintenance time does not count as downtime. Planned Service outages will be communicated at least one (1) week in advance by email to the account administrator. Kofax shall schedule maintenance to the extent reasonably practicable outside of normal business hours.

Kofax at its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify customers in advance. Such unscheduled maintenance will be counted against the uptime guarantee.

### **Updates & Notification**

Kofax commits to the following for each Service offering.

#### **Kofax Public Tenant Service Offering**

Customers will be notified of planned service updates. All public tenant Service updates will occur simultaneously and be applied across all tenants. Service updates are required and scheduling options are not available.

Kofax will make every effort to notify Customers three (3) months prior to any major, minor and software Service Releases (“Releases”). Releases typically occur on a semi-annual basis but can occur at various intervals depending on business conditions.

Support for the TotalAgility platform and AP Agility solution, including on-premises components, will be provided for up to one (1) Major Version back from the current software version in Service. Customers are responsible for updating on-premises components and staying within the above stated support window.

### **Kofax Dedicated Instance Service Offering**

Customers will be notified when a Service Update (“Update”) is available. Customers can choose when an Update will be applied to their dedicated instance. Updates will be scheduled by the customer and confirmed by Kofax. Customers will be allowed a maximum of one (1) Update per quarter.

Kofax will make every effort to notify Customers three (3) months prior to any major, minor and software Service Releases. Releases typically occur on a semi-annual basis but can occur at various intervals depending on business conditions.

Support for the TotalAgility platform and AP Agility solution, including on-premises components, will be provided for up to one (1) Major Version back from the current software version in Service. Customers are responsible for updating on-premises components and staying within the above stated support window.

### **Storage and Data Retention Policy**

Customers may export and/or delete Customer Data (“Data”) at any time. Data stored within the storage quota of the customer’s subscription will be retained for the life of the subscription. Review section 7.4 of the Terms of Service for further details relating to data access due to termination. At subscription termination, Kofax will delete all Data, including any backup copies, within thirty (30) days of subscription termination.

The storage quotas provided are equal to one hundred and fifty (150) gigabytes for TotalAgility application Data, one hundred and fifty (150) gigabytes for Line of Business data, ten (10) terabytes for image capture, and one (1) terabyte for Analytics Data, if the Analytics option is purchased. Managing each quota is the responsibility of the customer.

If the customer’s storage quota is reached, the customer must delete data and images to recover storage as described in product documentation.

### **Data Backup Policy**

Regularly scheduled backups of the TotalAgility application database, Line of Business database, image storage, and Analytics database (if purchased) will occur nightly every (1) day, with a running one-week historical window. Each backup will represent a ‘snap shot in time’ of Data stored in the customer’s database.

### **Data Recovery Policy**

A data recovery procedure will be scheduled when the registered administrator for the customer submits a data recovery request to Kofax Technical Support. A member of the Cloud Operations team within Kofax will restore the data within three (3) business days from when the request was verified and confirm when the Data restore procedure has been completed. Up to two (2) Data recoveries per year are included in the annual subscription fee.

When Data is recovered for a customer, the recovery procedure will **replace all existing Data** stored in both development and production databases. The recovery procedure involves a full

system restore to the latest desired backup, as described in the [Data Backup Policy](#) above, including a rollback to all jobs existing in the system at the time of the selected backup.

**NOTE:** When the data recovery procedure is completed, any previously stored Data and system jobs will be deleted.

## **Disaster Recovery**

In the event of power failure and/or physical damage to the data center, the latest Data backup, as described in the [Data Backup Policy](#) above, will be used to rebuild the customer's tenant environment at the nearest functioning data center. The recovery procedure will involve a full system restore to that previous point in time, including a rollback to all jobs existing in the system at that time.

## **Customer Support Policy**

Kofax will provide technical support during Kofax standard business hours in the customer's region of choice (Americas, Asia Pacific, Europe/Middle East/Africa). By default, the region is considered the location of the Customer's corporate headquarters, unless otherwise specified. 24x7 support for Critical Priority issues is also optionally available at time of subscription purchase. The support services provided will encompass product related questions and error condition resolution efforts. Requests for cloud operations services should be requested by customers separately as noted above.

Support will be provided for Services and on-premises components up to one (1) Major Version back from the current software version in the Service. Customers who are outside of this version window will be required to upgrade to the latest version to retain support. Customers who are not current with their subscription account will be required to pay any balance due prior to receiving customer support.

The customer will be responsible for any changes made beyond the base solution provisioned at start of subscription. Kofax Technical Support will not be able to resolve technical issues that are deemed the result of changes made to the base product offering. Changes to the TotalAgility application database, Line of Business and Solution databases, or modifications to the standard solution processes are not included in the Customer Support policy.

Support for customer solutions delivered by Kofax's Professional Services organization and documented in a statement of work can be initiated through Kofax's Technical Support organization. If the root issue is determined to be within the Professional Services' deliverable, the Professional Services organization will be contacted for next steps, which may include an additional statement of work to resolve such issues.

Refer to the Kofax Software as a Service Agreement for additional service details.