

Kofax Software Maintenance & Support Services



KOFAX 

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I. Introduction:

Kofax strives to provide Software Maintenance and Support Services designed to optimize the performance of your Kofax Software System.

This document is designed to give you information to optimize your experience with Kofax Technical Services.

II. Definitions:

“Error” means a failure of the Software to conform in all material respects to the then current specifications.

“Error Correction” means a modification, addition or procedure to correct an Error.

“Kofax Software System” or “Software” means the Kofax software applications possessed and used by an end user customer under a valid License.

“Kofax Normal Business Hours” For Geographical Opening times at the Kofax office locations, refer to the Appendix section. If “24x7,” premium support has been purchased, Kofax Normal Business Hours will not apply to the provision of Support Services hereunder.

“License” means either an expressly agreed upon software license agreement between the end-user customer (the “Licensee”) and Kofax in connection with customer’s purchase of the software license or, absent such agreement, the software license terms and conditions shipped with the Software, including “click-wrap” or shrink-wrap” terms accepted by Licensee in connection with installation of the Software or gaining access to the media on which the Software is provided, or in connection with renewal of your Kofax Software Maintenance and Support Services Agreement.

“Resolution” or “Resolve” means the provision of an Error Correction or other appropriate Work-around or response to a Support Request.

“Support Request” is a notification of an Error (as defined above) that Licensee refers to Kofax for Resolution.

“Work-around” means a temporary solution to an Error that allows the customer to continue to use the Software until a Resolution is completed. A Work-around may consist of specific administrative steps or alternative programming calls.

“Kofax’s Acknowledgment” means that Kofax acknowledges receipt of a Support Request within the applicable Response Time by contacting Licensee by e-mail, telephone, facsimile or other reliable means of communication.

“Kofax’s Action Plan” means a plan to Resolve a Support Request prepared by Kofax that contains the following information: (i) a statement of the Error, including early evaluation; (ii) confirmation, when possible, that Kofax has reproduced the Error; (iii) status of the Error; (iv) actions required to Resolve the Support Request; (v) party responsible for performing such actions; and (vi) when such actions are expected to occur and when they are expected to be completed. Kofax will notify Licensee of any significant exceptions to each Action Plan, and will provide updates to specific Action Plans as reasonably requested by Licensee. In the event that a Support Request must be returned to Licensee for more information, Kofax will provide a revised Action Plan when Licensee resubmits the Support Request to Kofax with the requested information.

III. Permanent Restrictions, Enhancements and Suggestions:

In order for your organization to take advantage of Kofax's Software Maintenance and Support Services Program, Kofax requires that those technical team members who request support services from Kofax complete Kofax technical training and certification on the licensed Software Systems.

If you have any questions about the training programs offered by Kofax, please refer our website for information regarding the most current training options on Kofax products.

The Kofax support organization is optimized to provide responsive support on the basis that with properly trained staff, the CSP or Direct Customer is expected to provide First Line Support described as follows:

First Line Support by CSP or Direct Customer: means the initial response (and any follow-up response as appropriate) to an end-user. First line support includes initial information gathering and includes (without limitation): answering Kofax Product installation, configuration or usage questions; initial Problem and failure information gathering; Problem isolation, identification, creating reproducible test environment, and/or providing standard fixes and workarounds to known Problems; and Escalating unresolvable problems to second line support.

Kofax is committed to providing Second Line Support described as follows:

Second Line Support by Kofax: means a second, higher level of technical support and includes (without limitation: Problem isolation, identification, and replication; providing standard bug-fixes and Workarounds to known Problems; providing Problem Resolutions for both new and known complex Problems; code-level identification and replication of Problems; providing new Fixes and Workarounds to Problems, resolution of Problems through formal Problem Resolution procedures; and assistance requiring knowledge of Software Product source code.

IV. Support Objectives:

Consistent with industry standards, the Kofax Technical Services Team objectives are:

- To replicate the reported Error;
- To provide a known solution, or possible set of solutions, to the reported Error using an existing software patch or a known configuration setting when available;
- To assist in diagnosing Licensee's problem in those instances where Licensee has followed Kofax's instructions and Licensee has still been unable to resolve the Error;
- To escalate a Support Request when a resolution cannot be found within the defined guidelines by creating a severity level diagnosis after Licensee has communicated that the Error is negatively impacting its business;

- To manage the open Support Request volume to ensure Licensee's Support Request is resolved in a timely manner; and
- To follow up with Licensee to ensure that the provided resolution has solved the Error.

V. Licensee's Obligations:

In addition to Licensee's obligations described in this Attachment and the License, Licensee shall designate at least one "Designated Support Contact" and at least one "Alternate," who are trained and certified for the applicable Kofax Software System, to submit Support Requests to Kofax, and shall provide Kofax with written notice of the names of and contact information for such individuals. Licensee shall give Kofax written notice (email sufficing) of any changes in Licensee's Designated Support Contacts and Alternates promptly after Licensee decides to make a change, but when possible, at least thirty (30) days prior to the effective date of the change.

Additionally, it is Licensee's obligation to:

- Ensure that Software Maintenance and Support Services fees are paid when due;
- Make a good faith effort to resolve each Error prior to contacting Kofax;
- Provide Kofax with reasonable and timely access to the certified technical people on its staff, and to additional resources within Licensee's organization who are deemed necessary to assist with Error diagnosis and resolution;
- Provide Kofax Technical Services Team with any information related to the Support Request that they may reasonably request, up to and including electronic (web-based) access to affected systems for diagnostic purposes. Failure to provide this level of access may impact Kofax Technical Services Team's ability to diagnose the Error.
- Make best efforts to provide Kofax Technical Services Team with a reproducible test scenario of the Error to the extent reasonably required for diagnosis of problems;
- Ensure that any changes recommended by Kofax and all software patches, system configuration changes, code changes or other fixes provided by Kofax are installed in a timely manner; and
- Independently test and certify any Resolution provided by Kofax Technical Services Team or developed under the guidance of Kofax Technical Services Team in a test environment prior to deploying the Resolution into your production environment.

VI. Maintenance and Support Services Covered:

Kofax Technical Services Team supports those Kofax Software Systems that are covered by a current Software Maintenance and Support Services Agreement. All components of any Kofax Software System licensed by the customer must be under the same support contract (provided that Kofax reserves the right to require a separate support agreement for specific products where the support model is significantly different). In the event that you a) elect to secure support coverage subsequent to acquisition of any Software System; b) reinstate coverage for any Software after allowing coverage to lapse; or c) desire to add any Software for coverage under this Agreement, Kofax reserves the right to require that you upgrade all such Software to the versions currently supported by Kofax, namely the current release and the release immediately prior to the current release, prior to commencement (or reinstatement) of coverage.

Upon payment of support fees, you are entitled to the following, except as excluded or limited in the following section.

- Software releases, including new releases, maintenance releases, updates and service packs, as periodically issued during the term of your support agreement.
- Access to the Kofax Technical Services Knowledgebase via the Kofax Technical Services web site.
- Technical Services via a web-based case management system.
- Technical Services via telephone is available to provide assist you with the diagnosis of malfunctions and development of patches or workarounds for your use, if necessary.

Unless otherwise agreed between Kofax and the Licensee, all Support Services will be provided in the English Language. *

* For EMEA and Asia based customers, refer to the Appendix.

Kofax reserves the right to identify the method of delivery for any Error Resolution to be provided. As such, Error Resolutions may be delivered as individual patches to the current installation, as part of service packs made generally available to all Kofax Customers, or as part of maintenance releases provided to customers who have remained current on their maintenance and support contracts.

The Kofax Technical Services Knowledgebase provides customers with the ability to self-service their issues before submitting a Support Request. This information database is searchable based on Kofax product and version, functional category, and scanner make and model. It also contains a full text search feature to search the entire Knowledgebase. The Kofax Technical Services Team recommends use of this tool before submitting any Support Request.

Kofax Standard Support Services are provided during regular business hours and are defined in terms of the local time of the Geography making the Support Request. Support on public holidays of the country making the Support Request is excluded. For a list of the business hours and holidays observed in each of the Geographies, please refer to the Appendix. The Appendix also specifies the manner in which to submit a Support Request in each of the Geographies.

Kofax 24X7 Support provides extended hours support for Severity 1 problems in English. The technical team requesting extended hour support is expected to work continuously with the Kofax team until the operation is restored, and acceptable workaround is in place and the incident can be downgraded to a Severity 2.

VII. Exclusions and Limitations

The following products and services are not provided as part of Kofax's Software Maintenance and Support Services. Certain of these products and services may, however, be available from Kofax under separate license or consulting agreements at additional cost.

- Support services for modifications made to the standard software application by Licensee or 3rd parties that are not explicitly documented in a separate support agreement.
- Support services for applications developed by Licensee or 3rd parties.
- Support Services required during, or as a result of, a relocation of the supported software to a new site.
- Products, services or functionality not provided by Kofax (except as noted in product documentation).
- Support services required as a result of use that is not in accordance with the Software documentation or applicable License.
- Resolution for an Error that would otherwise be resolved upon the installation of a more current and available version of the Software.
- The provision of Support services in locations, languages, or times other than those specified here or in a separate support agreement.
- Support services for legacy products: Kofax product versions, which are no longer supported.
- On-site support services at the physical location of the Error.
- Support services for a software application or system for which a current software maintenance and support services agreement is not in place.
- Support services for a product for which the customer has not maintained current certifications.

VIII. Service Initiation Procedures

Once support service eligibility is verified, our technical support engineer will handle your first call and gather initial information about your problem. Licensee should be prepared to provide Kofax with a reproducible error description of your problem (i.e., the information, samples and procedure that will produce the observed failure when followed by the Kofax Technical Services Team) and Licensee's installation and configuration details

Response Timeframes

Consistent with industry practice, Kofax has established response guidelines based upon the severity of the defect to the Licensee. Under these guidelines, problems are first assigned a "Severity Level", and then resolution efforts are made commensurate with the severity of the problem. Priorities may be reviewed and adjusted as circumstances warrant. Kofax defines severity levels in accordance with the following criteria:

"Severity 1 (Critical)": A problem resulting in complete loss of service. Typically the defect has one or more of the following characteristics:

- Data is corrupted or lost due to Kofax Software operational issues.
- Kofax Software does not start
- Kofax Software crashes and is unrecoverable
- Kofax Software generates significant accuracy errors

"Severity 2": A production-inhibiting problem that causes a Kofax software error or intermittent behavior causing partial loss of service where no Licensee acceptable workaround is available. Operations, however, can continue in a restricted fashion. Typically the defect has one or more of the following characteristics:

- Kofax Software fails, but restart or recovery is possible
- Kofax Software performance is degraded by 25% or more from the previous release
- A major feature is broken that seriously impacts usability and productivity

"Severity 3": A question about a specific usage or feature of the product, or a problem that causes minor, operational inconvenience. Typically, the defect has one or more of the following characteristics:

- Kofax Software defect for which there is an acceptable workaround
- Kofax Software error impact on operations is minimal

Note: In addition to the above criteria, Kofax will also consider the frequency of the observed failure, its impact on your operations and the age of the case in determining the priority level to be assigned.

Response Guidelines

Kofax's Acknowledgment of a Support Request

- "Severity 1" – 1 business hours
- "Severity 2" – 2 business hours
- "Severity 3" – 4 business hours

Kofax endeavors to provide support services in response to Support Requests in accordance with the above guidelines. Understand however, that these guidelines should not be construed as guarantees of response or Resolution time. The times indicated above are measured from the Kofax Technical Services Team's receipt of a properly submitted Support Request. Business hours may span one or more business days.

For all Support Requests, Kofax's Technical Services Team will respond and use commercially reasonable efforts during Kofax Normal Business Hours to resolve the Support Request. The response times indicated herein are guidelines, and although Kofax regards each Support Request as a serious matter, these guidelines are not guarantees of the specific response time indicated.

Severity Level 1 Critical Defect Resolution Procedures

Kofax understands the urgency of resolving Severity Level 1 critical defects and has initiated the following procedure to ensure an expedited resolution, by ensuring that these cases receive the highest level of technical support attention.

- Severity 1 defects are immediately routed to a senior support engineer.
- If the error is not resolved within 8 business hours, support management is notified and manufacturer management is sent a request for assistance.

IX. Escalation Procedures

Kofax understands that its standard severity levels are defined on the basis of functional failures, and there may be times that a reported failure may have a critical business impact to Licensee that would not necessarily be apparent to Kofax. Therefore, at Licensee's request a reported problem may be escalated to a higher priority level due to the Licensee's specific business reasons.

If Licensee believes a problem logged by Kofax as a Severity Level 2 or 3 error warrants immediate attention, Licensee may contact Kofax by e-mail, provide a reason for the escalation request, and, if the Kofax Technical Services Team cannot find a viable solution to the error within one (1) business day, it will then be reclassified to a higher Severity Level and a senior support engineer will be assigned to start work on the resolution.

Following escalation, support management will work with Licensee and the support engineer to obtain a better

understanding of the issue and to determine the quickest path to resolution. If Licensee and the support management determine the case should not have been escalated due to new information, the support engineer will be redirected and the case will be reclassified.

X. General Operating Procedures

a. Insufficient Information: If Kofax determines at any time that it has insufficient information to resolve a Support Request, Kofax shall immediately notify Licensee.

b. Multiple Errors: If Kofax reasonably believes that a Support Request consists of more than one Error (i.e., more than one Resolution is required to Resolve the Support Request), Kofax will immediately report the situation to Licensee. If Licensee agrees with Kofax's determination, Licensee will identify which Error is the primary Error to be resolved by Kofax, and Licensee may, at its option, report the separable Error(s) to Kofax as separate Support Request(s).

c. Redirection: In the event that Kofax reasonably determines that the Support Request is not an Error in or Error with the Software, Kofax will promptly provide Licensee with a detailed explanation so the Support Request can be properly redirected within Licensee.

APPENDIX

Products and Certifications

Supported Products with Certification exams:

http://www.kofax.com/support/supportoptions/product_support_table.asp

Supported Product list, including supported versions:

http://www.kofax.com/support/product_list.asp

Contacting Kofax Technical Services

Holidays

Kofax Technical Service Team employees observe local holidays in each region as identified on our corporate website at the link below. These holidays identified fall outside of standard business operating hours.

<http://www.kofax.com/support/holidays.asp>

The Knowledgebase:

The Knowledgebase at <http://knowledgebase.kofax.com> is a full-text searchable database that contains a growing number of articles designed to answer common questions, as well as address obscure errors that can present themselves. It is also available 24x7, on a world-wide basis.

Americas Region

Operating Hours:

Monday - Friday, 6:00 am to 5:00 pm Pacific Time

Contact Process:

[Web-based Incident Submission/Update:](http://knowledgebase.kofax.com/WIMS)

<http://knowledgebase.kofax.com/WIMS>

Telephone - 949-727-1733 (option 2)

Support Requests submitted via the internet are entered via our Web-based Incident Management System (WIMS). WIMS is the preferred method for submitting all Support Request because:

- it automates the recording of the Support Request;
- it performs an automatic search of available Error Corrections;
- it stores the history of all Support Requests for later review;
- it provides the mechanism to submit and review Support Requests 24 hours a day; and
- it can send notifications to customers when their Support Requests are modified for any reason.

Response times for Support Requests submitted via WIMS during Standard Business Hours are the same as outlined below for Support Requests submitted via telephone.

Asia Region

Operating Hours:

Monday - Friday, 8:30 am to 6:00 pm (GMT + 8)

Contact Process:

Email: support.dicmy@kofax.com

*Web Based Support to replace Email support is planned for FY10

Telephone –	Malaysia:	+603 2092 0209
	Singapore:	+65 66 22 1198
	Hong Kong:	+852 307 14736
	China:	10 800 852 1683

Language Support in Asia

The Kofax Technical Services Team in Asia endeavors where possible to respect the Response Timeframes indicated above in the Customers Local Language, whereby support in the following countries (Greater China Region and Japan) will be provided in the local native languages (Chinese and Japanese).

EMEA Region

Operating Hours:

Monday - Friday, 8:30 am to 5:30 pm Central European Time

Contact Process:

Email: support-emea@kofax.com

*Web Based Support to replace Email support is planned for FY10

Language Support in EMEA

The Kofax Technical Services Team in EMEA endeavors where possible to respect the Response Timeframes indicated above in the Customers Local Language, however there are some Central and Eastern European Languages where this is not possible and a “best effort” will be applied.

Escalation Process:

Formal escalation requests may be initiated through the Technical Support Engineers or any of their managers. All Technical Support personnel are trained to recognize escalating issues and to act appropriately in such scenarios. At any point in time an escalating incident or escalation request will be raised to a department manager for further review. Managers have the authority to reassign incidents or involve additional resources at their discretion as required. The contact process to escalate an issue is the same as that to contact Technical Support to initiate an incident.

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