

# PROSPER Imprinting Systems Support Plan Descriptions

SUPPORT PLAN	PREMIER	PLUS	REMOTE ONLY
<b>PLAN DESCRIPTION</b>	Kodak coverage of remote support, On-site labour and service parts for device controller, fluid stations and attached Prosper heads	Kodak coverage of remote support and service parts for device controller, fluid stations and attached S-Series heads	Kodak coverage of remote support only for device controller, fluid stations and attached S-Series heads
<b>PRODUCT GROUP</b>	<b>KODAK PROSPER S-Series Family</b> Including: Prosper S5, S10, S20, S30 and Prosper Plus 1/1W and 2/2W Systems	<b>KODAK PROSPER S-Series Family</b> Including: Prosper S5, S10, S20, S30 and Prosper Plus 1/1W and 2/2W Systems	<b>KODAK PROSPER S-Series Family</b> Including: Prosper S5, S10, S20, S30 and Prosper Plus 1/1W and 2/2W Systems
<b>SERVICE BILLING</b> <i>Refer to Agreement for price and discounting.</i>	<b>Monthly</b> – Flat rate for entitled remote support, parts & labour by system configuration, number of fluid stations and service coverage level. All out of entitlement engagements and services billed separately at published rates at time of engagement.	<b>Monthly</b> – Flat rate for entitled remote support and parts by system configuration, number of fluid stations and service coverage level. All out of entitlement engagements and services billed separately at published rates at time of engagement	<b>Monthly</b> – Flat rate for entitled remote support only by system configuration, number of fluid stations and service coverage level. All out of entitlement engagements and services billed separately at published rates at time of engagement
<b>ONLINE SUPPORT</b> (customer.kodak.com)	<b>INCLUDED</b> <sup>3</sup>	<b>INCLUDED</b> <sup>3</sup>	<b>INCLUDED</b> <sup>3</sup>
<b>REMOTE SUPPORT</b>	<b>INCLUDED</b> <sup>4</sup>	<b>INCLUDED</b> <sup>4</sup>	<b>INCLUDED</b> <sup>4</sup>
Best Efforts Response Target	1 HOUR	1 HOUR	1 HOUR
Principal Period of Maintenance (PPM)	24x7 (Monday to Sunday, EXC. HOLIDAYS)	24x7 (Monday to Sunday, EXC. HOLIDAYS)	24x7 (Monday to Sunday, EXC. HOLIDAYS)
RSS CONNECTION	<b>REQUIRED</b> <sup>14</sup>	<b>REQUIRED</b> <sup>14</sup>	<b>REQUIRED</b> <sup>14</sup>
<b>ON-SITE SUPPORT</b>	<b>INCLUDED</b>	<b>NOT INCLUDED</b>	<b>NOT INCLUDED</b>
Estimated Response Target	<b>MEASURED RESPONSE</b> <sup>5</sup> Dispatching determined by remote support in accordance with Equipment's operational condition	<b>MEASURED RESPONSE</b> <sup>5</sup> Dispatching determined by remote support in accordance with Equipment's operational condition	<b>MEASURED RESPONSE</b> <sup>5</sup> Dispatching determined by remote support in accordance with Equipment's operational condition
Principal Period of Maintenance (PPM)	9x5 (M-F 8AM-5PM, EXC. HOLIDAYS) <sup>6</sup>	9x5 (M-F 8AM-5PM, EXC. HOLIDAYS) <sup>6</sup>	9x5 (M-F 8AM-5PM, EXC. HOLIDAYS) <sup>6</sup>
Call Out Charge within PPM	NOT APPLICABLE	APPLICABLE Call out charge invoiced separately at published rates and % discount at time-of-service	APPLICABLE Call out charge invoiced separately at published rates and % discount at time-of-service
Labour Charge within PPM	NOT APPLICABLE	APPLICABLE Labour invoiced separately by hours recorded and published rates and % discount at time-of-service	APPLICABLE Labour invoiced separately by hours recorded and published rates and % discount at time-of-service
After hours Support (Hours Outside PPM)	NOT AVAILABLE <sup>7</sup> After hours onsite support is not available at anytime	NOT AVAILABLE <sup>7</sup> After hours onsite support is not available at anytime	NOT AVAILABLE <sup>7</sup> After hours onsite support is not available at anytime
<b>SERVICE PARTS</b>	<b>INCLUDED</b> <sup>8</sup>	<b>INCLUDED</b> <sup>8</sup>	<b>NOT INCLUDED</b> <sup>8</sup>
<b>MANUFACTURING PARTS</b>	<b>INCLUDED</b> <sup>10</sup>	<b>INCLUDED</b> <sup>10</sup>	<b>NOT INCLUDED</b> <sup>10</sup>
<b>MAINTENANCE PARTS/SUPPLIES (MPS)</b>	<b>NOT INCLUDED</b> <sup>11</sup>	<b>NOT INCLUDED</b> <sup>11</sup>	<b>NOT INCLUDED</b> <sup>11</sup>
<b>DFE / CONTROLLER SOFTWARE COVERAGE:</b> INCLUDING SOFTWARE UPGRADES, UPDATES & PATCHES COMPATIBLE WITH CURRENT DFE HARDWARE (Kodak Applications Only)	<b>INCLUDED</b> <sup>12, 13</sup>	<b>INCLUDED</b> <sup>12, 13</sup>	<b>INCLUDED</b> <sup>12, 13</sup>
<b>FIELD CHANGE ORDERS, PRODUCT MODIFICATIONS &amp; PROACTIVE SERVICES</b>	<b>INCLUDED</b> <sup>19</sup>	<b>INCLUDED</b> <sup>19</sup>	<b>INCLUDED</b> <sup>19</sup>
<b>INK &amp; MEDIA MODIFICATIONS/CHANGES</b>	<b>INCLUDED</b> <sup>20</sup>	<b>INCLUDED</b> <sup>20</sup>	<b>INCLUDED</b> <sup>20</sup>
<b>JETTING MODULE MAINTANANCE/RECOVERY</b>	<b>NOT INCLUDED</b> <sup>22</sup>	<b>NOT INCLUDED</b> <sup>22</sup>	<b>NOT INCLUDED</b> <sup>22</sup>
<b>ADDITIONAL TERMS &amp; CONDITIONS</b>	<a href="#">PREMIER Support Plan T&amp;Cs</a>	<a href="#">PLUS Support T&amp;Cs</a>	<a href="#">REMOTE Support T&amp;Cs</a>

**Note:** Kodak may modify any Support Plan as reasonably necessary to reflect changes to Kodak's then-current policies and procedures. Kodak will give thirty (30) days' written notice prior to implementing any such change that has a material impact on the manner in which Support Services are provided. The change notice will identify the reason for the change and describe the impact on Support Services being provided to Customer. Kodak will consult with Customer to identify ways to mitigate the impact of any such change and will make reasonable efforts to implement the change in a manner that minimises any such impact.

## PREMIER SUPPORT PLAN - Additional Terms and Conditions

1. **Expectation Document Adherence:** All Equipment operations, maintenance, specifications, environmental requirements and more are outlined in the expectations document provided by Kodak (Expectations Document). If Customer fails to operate and/or maintain the Equipment in accordance with Kodak's published specifications and expectations or Customer fails to provide a suitable environment for the Equipment in accordance with Kodak's published specifications and expectations, Kodak may impose additional service charges until Customer meets Kodak's published specifications and uses the Equipment in accordance with Kodak's published specifications and expectations.
2. **Customer Required Maintenance:** Customer is responsible for all prescribed maintenance, upkeep and proper operational practices as set forth in the Expectations Document as well as continued updates provided by Kodak through training, service communications/updates and documentation.
3. **Online Technical Support:** Customers will have access to Kodak's customer portal which will provide access to service coverage, call engagement, supplies ordering, and service documentation determined by Customer's service training level. Customers that are trained and certified to service Equipment will have access to all service documentation required for break/fix engagements.
4. **Remote Support:** 24 hours x 7 days remote service hours are standard (SLA = use of best efforts to meet 1 hour response time target). All calls must be reviewed and triaged by remote support prior to parts shipment and/or dispatch of a Field Service Technician. Normal working hours may be available in the local language and after-hours engagement will be in the English language only.
5. **On-site Support:** 9 hours x 5 days on-site service engagement will be determined by a Kodak Remote Service Technician's assessment of the covered Equipment's operational status as detailed in the table below. Kodak will use best efforts to meet the SLAs set forth in such table.

Engagement Level	Status	SLAs	Description
Level 1	Critical	Next Business Day	Equipment is hard down and/or has an image quality concern that requires immediate onsite support to reestablish production.
Level 2	Impaired	2 to 3 Business Days	Equipment is operational and producing jobs but not at optimal production performance.
Level 3	Elective	5+ Business Days	Service issue or part(s) requested is not urgent or required to maintain optimal production performance.

6. **Principal Period of Maintenance:** Principal Period of Maintenance (PPM) is in local time as determined by the Equipment's location and excludes holidays observed by Kodak.
7. **After Hours Support:** After hours support is not available for this Equipment.
8. **Service Parts:** Service parts, as defined by Kodak, are included as required in PREMIER support plans except (a) as provided in paragraph 16 below, (b) as provided in paragraph 17 below, or (c) if such parts are required as a result of Customer neglect.
9. **Service Part Shipment:** All service part shipment timing will be aligned with each service call's engagement level and severity. Kodak will be responsible for service part shipment charges unless Customer requests expedited engagement and/or shipment outside of normal lead times.
10. **Manufacturing Parts:** Manufacturing parts as defined by Kodak may be included with the PREMIER support plan. Manufacturing parts are used in the manufacturing process and should not require replacement during the expected life of the Equipment given adherence to proper specifications and maintenance as outlined by Kodak. Manufacturing parts will be stocked in minimum quantities at central warehouses only and therefore may carry a longer lead time than standard service parts. Manufacturing parts are available for service engagements, and included in a PREMIER support plan, while new Equipment is commercially available. Following an announcement of End of Manufacturing (EOM), unique manufacturing parts for given Equipment will no longer be actively replenished and will only be available while supplies last.
11. **Maintenance Parts/Supplies Requirements:** Customer will be responsible for purchasing and maintaining appropriate levels of Maintenance Parts/Supplies (MPS) in accordance with ongoing production volumes, preventative maintenance and site requirements as outlined within the Expectations Document. Customer will be responsible for all ongoing maintenance, replacement and service requirements for MPSs as trained by Kodak and set forth in schedules within the Expectations Document or separate Standard Operating Procedures (SOP) documentation that may be updated for Customer's specific application and/or need.
12. **Software Upgrades, Updates and Patches:** All Kodak support plans include available software upgrades, updates and patches provided that the currently installed Digital Front End (DFE)/Controller hardware is supportive of these additions and/or not designated as End of Service Life (EOSL).
13. **DFE / Controller Coverage & Support:** Service and support of all DFE and/or Controller software and components includes the current and two previous software versions only. All DFE/Controller hardware may be subject to EOSL notifications based on software/hardware compatibility, coverage/support from Kodak's hardware vendor and/or Kodak's ability to service the same as determined by Kodak. Customer will be responsible for purchasing prequalified DFE/Controller hardware replacement(s) or upgrade(s) from Kodak at Customer's expense. Upon Kodak's EOSL notification, all EOSL DFE /Controller hardware will no longer be covered under Customer's service entitlements and will no longer be supported or serviced by Kodak.
14. **RSS Connection Requirement:** Customer will provide and maintain a dedicated network connection at Customer's expense to each Equipment unit operated with a DFE or Controller for the exclusive use of Kodak for on-line diagnostics and other service-related activities. If connection is disabled/removed for any reason Kodak will provide a 60-day grace period for reestablishment. If connection is not reestablished, Customer will receive a 20% uplift in monthly service contract pricing beginning as of the expiration of such 60-day grace period. Once a connection is reestablished and Kodak has confirmed that all data is transferring correctly the imposed uplift may be removed. All such uplift charges are nonrefundable.

- 15. Data & Analytics Rights:** Kodak retains the exclusive right, title and interest in and to all data and metadata, except for personal data, captured, stored and reported by Kodak's analytics systems including, without limitation, machine data, job data, material usage data, parts/components usage data, consumable usage data, machine configuration data, service/PM engagements, operator engagement, software version data, substrate data and modification data and to all inventions, improvements, derivative works or any other form of intellectual property created by any party using or relying on the Kodak analytics data. No title to or ownership of Kodak's analytics data or any derivative work using or relying on Kodak analytics data is transferred in whole or in part to Customer. Customer shall not provide, disclose or make the Kodak analytics data or any part thereof available to any third party without the prior express written permission of Kodak. Customer shall not use, print, copy, translate, license or display the Kodak analytics data without the prior express written permission of Kodak.
- 16. Excessive Service or Service Caused by Customer Delinquency:** If Customer fails to operate or maintain the Equipment in accordance with Kodak's published specifications, training and expectations or Customer fails to provide a suitable environment for the Equipment in accordance with Kodak's published specifications and such concerns lead to higher than normal levels of service hours or parts use, Kodak may provide Customer a notification of excessive service concerns. Upon notification, Customer will be provided 60 days to work cooperatively with Kodak to resolve such concerns. If after 60 days such concerns have not been properly addressed, or Kodak is not satisfied with measures taken by Customer to correct such concerns, Kodak may impose additional service charges and/or require Customer to pay for service parts until Customer meets Kodak's published specifications and is consistently operating the Equipment in accordance with Kodak's published specifications, Kodak's expectations and normal service levels.
- 17. Unexpected Damage:** Upon any damage to any Equipment covered under a Kodak support plan due to operator error, environmental conditions, malicious acts and/or force majeure or in the case of possible unrepairable damage to Equipment, Kodak will evaluate the Equipment's condition and determine whether the Equipment is fit for ongoing production and support. If the Equipment is deemed by Kodak to be unfit for production, the Equipment will be removed from service coverage and Customer will be credited for all prepaid service. If repairs can be made, Customer will be responsible, and invoiced, for all labour, service parts and any other items of cost identified in the requirements to return the Equipment to an optimal state for operations.
- 18. Certified Materials:** All Kodak support plans, and associated pricing, are conditioned on the use of Kodak certified substrates, media, fluids, inks, parts and supplies with the Equipment. Third party non-certified products may impact Equipment performance and associated costs and ability for Kodak to service the Equipment. Customer will be billed at then current time and material (T&M) rates for support incidents caused by Customer's use of non-certified materials. Continued or long-term use of non-certified materials may result in an increase in monthly service rates until Customer adjusts the use of such materials and meets Kodak's published specifications. Additionally, Kodak may immediately terminate the Kodak support plan if Customer does not rectify its use of non-certified materials within thirty (30) days following a written notification from Kodak that Customer's use of such materials constitutes a material breach of the Agreement.
- 19. Field Change Orders, Product Modifications and Proactive Service:** From time-to-time Kodak may require updates and modifications to the Equipment that would be outlined as the sole responsibility of Kodak and covered under any support plan. Upon Kodak's request, Customer shall promptly provide Kodak access to the Equipment to perform such modifications.
- 20. Ink & Media Changes:** Customers choosing or requiring a change in certified materials and/or inks provided by Kodak will be included in support plan coverage.
- 21. Material Modifications or Changes:** Kodak reserves the right to change requirements and/or standards relating to the Equipment, material formulations, manufacturing requirements, service parts, and/or service requirements at any time to maintain documented Equipment performance and/or specifications. Further Kodak may modify any Support Plan as reasonably necessary to reflect changes to Kodak's then-current policies and procedures. Kodak will give thirty (30) days' written notice prior to implementing any such change that has a material impact on the manner in which Support Services are provided. The change notice will identify the reason for the change and describe the impact on Support Services being provided to Customer. Kodak will consult with Customer to identify ways to mitigate the impact of any such change and will make reasonable efforts to implement the change in a manner that minimises any such impact.
- 22. Jetting Module Maintenance & Recovery:** Customers are expected to engage in proper operation, maintenance, cleaning and recovery of Jetting Modules (JM) utilising approved cleaning fluids and materials as trained by Kodak and outlined within the Expectations Document and SOP documentation. Customers who have purchased a Kodak certified recovery stand will be responsible for the staffing and labour required to operate and manage ongoing recovery of JMs as trained by Kodak. Kodak will be responsible for the service labour and parts required for break/fix engagements as defined within the Expectations Document.
- 23. Product Life Cycle Changes:** Kodak maintains the sole discretion to adjust a given piece of Equipment's availability or stage of life at any time. Such changes will be communicated to Customers at time of change and aligned with the guidelines outlined below.

Product Life Cycle Definitions and Engagement		SALES				SERVICE						
		New Equip.	Used Equip.	Upgrades	Consumables	ORCs & Supplies	Service Parts	Manufacturing Parts	Full Service Contracts	Self Service Contracts	T&M Service	Customer Training
<b>Commercialised Product</b>	Equipment is fully available and supported.											
<b>End of Manufacture (EOM)</b>	Stop manufacture and sales of new equipment and eliminate unique manufacturing part inventory replenishment.											
<b>End of Sales (EOS)</b>	Stop sales of used equipment, upgrades, and support plans for new customer placements. Continue to support placements at pre-existing accounts.											
<b>End of Service Life (EOSL)</b>	Stop sales of consumables and sales / renewals of support plans. Eliminate all service coverage, calls and active support (remote and on-site) for equipment.											

Full Availability
Available while supplies last
Not Available

**24. Standard Discounts:** The following apply in connection with PREMIER support plans.

Description	PREMIER Support Plan Discounts (off of list prices / rates)
After Hours	Not Available
Kodak Remote Labour Hours (within the PPM)	100%
Kodak Onsite Labour Hours (within the PPM)	100% (0% if paragraph 17 herein applies)
Kodak Service Travel & Expenses	100% (0% if paragraph 17 herein applies)
Service Parts	100% (0% if an exception specified in paragraph 8 herein applies)
Manufacturing Parts (while available as specified in paragraph 10 herein)	100%
Maintenance Parts / Supplies	20%

## PLUS SUPPORT PLAN - Additional Terms and Conditions

1. **Expectation Document Adherence:** All Equipment operations, maintenance, specifications, environmental requirements and more are outlined in the expectations document provided by Kodak (Expectations Document). If Customer fails to operate and/or maintain the Equipment in accordance with Kodak's published specifications and expectations or Customer fails to provide a suitable environment for the Equipment in accordance with Kodak's published specifications and expectations, Kodak may impose additional service charges until Customer meets Kodak's published specifications and uses the Equipment in accordance with Kodak's published specifications and expectations.
2. **Customer Required Maintenance:** Customer is responsible for all prescribed maintenance, upkeep and proper operational practices as set forth in the Expectations Document as well as continued updates provided by Kodak through training, service communications/updates and documentation.
3. **Online Technical Support:** Customers will have access to Kodak's customer portal which will provide access to service coverage, call engagement, supplies ordering, and service documentation determined by Customer's service training level. Customers that are trained and certified to service Equipment will have access to all service documentation required for break/fix engagements.
4. **Remote Support:** 24 hours x 7 days remote service hours are standard (SLA = use of best efforts to meet 1 hour response time target). All calls must be reviewed and triaged by remote support prior to parts shipment and/or dispatch of a Field Service Technician. Normal working hours may be available in the local language and after-hours engagement will be in the English language only.
5. **On-site Support:** PLUS support plans do not include Kodak labour; therefore, Customer agrees to utilise an employee of Customer or a 3<sup>rd</sup> party that is a Kodak trained and certified technician for all defined service and break/fix related engagements. All requests for Kodak service technician engagement will be provided at published rates and discounts for PLUS support plans. All Kodak service technician engagement will be provided only during normal business hours and dispatched based on a Kodak Remote Service Technician's assessment of the Equipment's operational status as detailed in the table below. Kodak will use best efforts to meet the SLAs set forth in such table.

Engagement Level	Status	SLAs	Description
Level 1	Critical	Next Business Day	Equipment is hard down and/or has an image quality concern that requires immediate onsite support to reestablish production.
Level 2	Impaired	2 to 3 Business Days	Equipment is operational and producing jobs but not at optimal production performance.
Level 3	Elective	5+ Business Days	Service issue or part(s) requested is not urgent or required to maintain optimal production performance.

6. **Principal Period of Maintenance:** Principal Period of Maintenance (PPM) is in local time as determined by the Equipment's location and excludes holidays observed by Kodak.
7. **After Hours Support:** After hours support is not available for this Equipment.
8. **Service Parts:** Service parts, as defined by Kodak, are included as required in PLUS support plans except (a) as provided in paragraph 16 below, (b) as provided in paragraph 17 below, or (c) if such parts are required as a result of Customer neglect.
9. **Service Part Shipment:** All service part shipment timing will be aligned with each service call's engagement level and severity. Kodak will be responsible for service part shipment charges unless Customer requests expedited engagement and/or shipment outside of normal lead times.
10. **Manufacturing Parts:** Manufacturing parts as defined by Kodak may be included with the PLUS support plan. Manufacturing parts are used in the manufacturing process and should not require replacement during the expected life of the Equipment given adherence to proper specifications and maintenance as outlined by Kodak. Manufacturing parts will be stocked in minimum quantities at central warehouses only and therefore may carry a longer lead time than standard service parts. Manufacturing parts are available for service engagements, and included in a PLUS support plan, while new Equipment is commercially available. Following an announcement of End of Manufacturing (EOM), unique manufacturing parts for given Equipment will no longer be actively replenished and will only be available while supplies last.
11. **Maintenance Parts/Supplies Requirements:** Customer will be responsible for purchasing and maintaining appropriate levels of Maintenance Parts/Supplies (MPS) in accordance with ongoing production volumes, preventative maintenance and site requirements as outlined within the Expectations Document. Customer will be responsible for all ongoing maintenance, replacement and service requirements for MPSs as trained by Kodak and set forth in schedules within the Expectations Document or separate Standard Operating Procedures (SOP) documentation that may be updated for Customer's specific application and/or need.
12. **Software Upgrades, Updates and Patches:** All Kodak support plans include available software upgrades, updates and patches provided that the currently installed Digital Front End (DFE)/Controller hardware is supportive of these additions and/or not designated as End of Service Life (EOSL).
13. **DFE / Controller Coverage & Support:** Service and support of all DFE and/or Controller software and components includes the current and two previous software versions only. All DFE/Controller hardware may be subject to EOSL notifications based on software/hardware compatibility, coverage/support from Kodak's hardware vendor and/or Kodak's ability to service the same as determined by Kodak. Customer will be responsible for purchasing prequalified DFE/Controller hardware replacement(s) or upgrade(s) from Kodak at Customer's expense. Upon Kodak's EOSL notification, all EOSL DFE /Controller hardware will no longer be covered under Customer's service entitlements and will no longer be supported or serviced by Kodak.
14. **RSS Connection Requirement:** Customer will provide and maintain a dedicated network connection at Customer's expense to each Equipment unit operated with a DFE or Controller for the exclusive use of Kodak for on-line diagnostics and other service-related activities. If connection is disabled/removed for any reason Kodak will provide a 60-day grace period for reestablishment. If connection is not reestablished, Customer will receive a 20% uplift in monthly service contract pricing beginning as of the expiration of such 60-day grace period. Once a connection is reestablished and Kodak has confirmed that all data is transferring correctly the imposed uplift may be removed. All such uplift charges are nonrefundable.

- 15. Data & Analytics Rights:** Kodak retains the exclusive right, title and interest in and to all data and metadata, except personal data, captured, stored and reported by Kodak's analytics systems including, without limitation, machine data, job data, material usage data, parts/components usage data, consumable usage data, machine configuration data, service/PM engagements, operator engagement, software version data, substrate data and modification data and to all inventions, improvements, derivative works or any other form of intellectual property created by any party using or relying on the Kodak analytics data. No title to or ownership of Kodak's analytics data or any derivative work using or relying on Kodak analytics data is transferred in whole or in part to Customer. Customer shall not provide, disclose or make the Kodak analytics data or any part thereof available to any third party without the prior express written permission of Kodak. Customer shall not use, print, copy, translate, license or display the Kodak analytics data without the prior express written permission of Kodak.
- 16. Excessive Service or Service Caused by Customer Delinquency:** If Customer fails to operate or maintain the Equipment in accordance with Kodak's published specifications, training and expectations or Customer fails to provide a suitable environment for the Equipment in accordance with Kodak's published specifications and such concerns lead to higher than normal levels of service hours or parts use, Kodak may provide Customer a notification of excessive service concerns. Upon notification, Customer will be provided 60 days to work cooperatively with Kodak to resolve such concerns. If after 60 days such concerns have not been properly addressed, or Kodak is not satisfied with measures taken by Customer to correct such concerns, Kodak may impose additional service charges and/or require Customer to pay for service parts until Customer meets Kodak's published specifications and is consistently operating the Equipment in accordance with Kodak's published specifications, Kodak's expectations and normal service levels.
- 17. Unexpected Damage:** Upon any damage to any Equipment covered under a Kodak support plan due to operator error, environmental conditions, malicious acts and/or force majeure or in the case of possible unrepairable damage to Equipment, Kodak will evaluate the Equipment's condition and determine whether the Equipment is fit for ongoing production and support. If the Equipment is deemed by Kodak to be unfit for production, the Equipment will be removed from service coverage and Customer will be credited for all prepaid service. If repairs can be made, Customer will be responsible, and invoiced, for all labour, service parts and any other items of cost identified in the requirements to return the Equipment to an optimal state for operations.
- 18. Certified Materials:** All Kodak support plans, and associated pricing, are conditioned on the use of Kodak certified substrates, media, fluids, inks, parts and supplies with the Equipment. Third party non-certified products may impact Equipment performance and associated costs and ability for Kodak to service the Equipment. Customer will be billed at then current time and material (T&M) rates for support incidents caused by Customer's use of non-certified materials. Continued or long-term use of non-certified materials may result in an increase in monthly service rates until Customer adjusts the use of such materials and meets Kodak's published specifications. Additionally, Kodak may immediately terminate the Kodak support plan if Customer does not rectify its use of non-certified materials within thirty (30) days following a written notification from Kodak that Customer's use of such materials constitutes a material breach of the Agreement.
- 19. Field Change Orders, Product Modifications and Proactive Service:** From time-to-time Kodak may require updates and modifications to the Equipment that would be outlined as the sole responsibility of Kodak and covered under any support plan. Upon Kodak's request, Customer shall promptly provide Kodak access to the Equipment to perform such modifications.
- 20. Ink & Media Changes:** Customers choosing or requiring a change in certified materials and/or inks provided by Kodak will be included in support plan coverage.
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- 23. Product Life Cycle Changes:** Kodak maintains the sole discretion to adjust a given piece of Equipment's availability or stage of life at any time. Such changes will be communicated to Customers at time of change and aligned with the guidelines outlined below.

Product Life Cycle Definitions and Engagement		SALES				SERVICE						
		New Equip.	Used Equip.	Upgrades	Consumables	ORCs & Supplies	Service Parts	Manufacturing Parts	Full Service Contracts	Self Service Contracts	T&M Service	Customer Training
<b>Commercialised Product</b>	Equipment is fully available and supported.											
<b>End of Manufacture (EOM)</b>	Stop manufacture and sales of new equipment and eliminate unique manufacturing part inventory replenishment.											
<b>End of Sales (EOS)</b>	Stop sales of used equipment, upgrades, and support plans for new customer placements. Continue to support placements at pre-existing accounts.											
<b>End of Service Life (EOSL)</b>	Stop sales of consumables and sales / renewals of support plans. Eliminate all service coverage, calls and active support (remote and on-site) for equipment.											

Full Availability
Available while supplies last
Not Available

**24. Standard Discounts:** The following apply in connection with PLUS support plans.

Description	PLUS Support Plan Discounts (off of list prices / rates)
After Hours	Not Available
Kodak Remote Labour Hours (within the PPM)	100%
Kodak Onsite Labour Hours (within the PPM)	25% (0% if paragraph 17 herein applies)
Kodak Service Travel & Expenses	25% (0% if paragraph 17 herein applies)
Service Parts	100% (0% if an exception specified in paragraph 8 herein applies)
Manufacturing Parts (while available as specified in paragraph 10 herein)	100%
Maintenance Parts / Supplies	15%

## REMOTE SUPPORT PLAN - Additional Terms and Conditions

1. **Expectation Document Adherence:** All Equipment operations, maintenance, specifications, environmental requirements and more are outlined in the expectations document provided by Kodak (Expectations Document). If Customer fails to operate and/or maintain the Equipment in accordance with Kodak's published specifications and expectations or Customer fails to provide a suitable environment for the Equipment in accordance with Kodak's published specifications and expectations, Kodak may impose additional service charges until Customer meets Kodak's published specifications and uses the Equipment in accordance with Kodak's published specifications and expectations.
2. **Customer Required Maintenance:** Customer is responsible for all prescribed maintenance, upkeep and proper operational practices as set forth in the Expectations Document as well as continued updates provided by Kodak through training, service communications/updates and documentation.
3. **Online Technical Support:** Customers will have access to Kodak's customer portal which will provide access to service coverage, call engagement, supplies ordering, and service documentation determined by Customer's service training level. Customers that are trained and certified to service Equipment will have access to all service documentation required for break/fix engagements.
4. **Remote Support:** 24 hours x 7 days remote service hours are standard (SLA = use of best efforts to meet 1 hour response time target). All calls must be reviewed and triaged by remote support prior to parts shipment and/or dispatch of a Field Service Technician. Normal working hours may be available in the local language and after-hours engagement will be in the English language only.
5. **On-site Support:** REMOTE support plans do not include Kodak labour; therefore, Customer agrees to utilise an employee of Customer or a 3<sup>rd</sup> party who is a Kodak trained and certified technician for all defined service and break/fix related engagements. All requests for Kodak service technician engagement will be provided at published rates and discounts for REMOTE support plans. All Kodak service technician engagement will be provided only during normal business hours and dispatched based on a Kodak Remote Service Technician's assessment of the Equipment's operational status as detailed in the table below. Kodak will use best efforts to meet the SLAs set forth in such table.

Engagement Level	Status	SLAs	Description
Level 1	Critical	Next Business Day	Equipment is hard down and/or has an image quality concern that requires immediate onsite support to reestablish production.
Level 2	Impaired	2 to 3 Business Days	Equipment is operational and producing jobs but not at optimal production performance.
Level 3	Elective	5+ Business Days	Service issue or part(s) requested is not urgent or required to maintain optimal production performance.

6. **Principal Period of Maintenance:** Principal Period of Maintenance (PPM) is in local time as determined by the Equipment's location and excludes holidays observed by Kodak.
7. **After Hours Support:** After hours support is not available for this Equipment.
8. **Service Parts:** Service parts are not included in a REMOTE support plan; therefore, Customer will be invoiced for all service parts per published rates and REMOTE support plan discounts.
9. **Service Part Shipment:** All service part shipment timing will be aligned with each service call's engagement level and severity. Kodak will be responsible for service part shipment charges unless Customer requests expedited engagement and/or shipment outside of normal lead times.
10. **Manufacturing Parts:** Manufacturing parts as defined by Kodak are not included with a REMOTE support plan; therefore, Customer will be invoiced for all manufacturing parts per published rates and REMOTE support plan discounts as well as shipping costs. Manufacturing parts are used in the manufacturing process and should not require replacement during the expected life of the Equipment given adherence to proper specifications and maintenance as outlined by Kodak. Manufacturing parts will be stocked in minimum quantities at central warehouses only and therefore may carry a longer lead time than standard service parts. Manufacturing parts are available for service engagements while new Equipment is commercially available. Following an announcement of End of Manufacturing (EOM), unique manufacturing parts for given Equipment will no longer be actively replenished and will only be available while supplies last.
11. **Maintenance Parts/Supplies Requirements:** Customer will be responsible for purchasing and maintaining appropriate levels of Maintenance Parts/Supplies (MPS) in accordance with ongoing production volumes, preventative maintenance and site requirements as outlined within the Expectations Document. Customer will be responsible for all ongoing maintenance, replacement and service requirements for MPSs as trained by Kodak and set forth in schedules within the Expectations Document or separate Standard Operating Procedures (SOP) documentation that may be updated for Customer's specific application and/or need.
12. **Software Upgrades, Updates and Patches:** All Kodak support plans include available software upgrades, updates and patches provided that the currently installed Digital Front End (DFE)/Controller hardware is supportive of these additions and/or not designated as End of Service Life (EOSL).
13. **DFE / Controller Coverage and Support:** Service and support of all DFE and/or Controller software and components includes the current and two previous software versions only. All DFE/Controller hardware may be subject to EOSL notifications based on software/hardware compatibility, coverage/support from Kodak's hardware vendor and/or Kodak's ability to service the same as determined by Kodak. Customer will be responsible for purchasing prequalified DFE/Controller hardware replacement(s) or upgrade(s) from Kodak at Customer's expense. Upon Kodak's EOSL notification, all EOSL DFE /Controller hardware will no longer be covered under Customer's service entitlements and will no longer be supported or serviced by Kodak.
14. **RSS Connection Requirement:** Customer will provide and maintain a dedicated network connection to each Equipment unit operated with a DFE or Controller for the exclusive use of Kodak for on-line diagnostics and other service-related activities. If connection is disabled/removed for any reason Kodak will provide a 60-day grace period for reestablishment. If connection is not reestablished, Customer will receive a 20% uplift in monthly service contract pricing beginning as of the expiration of such 60-day grace period. Once a connection is reestablished and Kodak has confirmed that all data is transferring correctly the imposed uplift may be removed. All such uplift charges are nonrefundable.

- 15. Data & Analytics Rights:** Kodak retains the exclusive right, title and interest in and to all data and metadata, except for personal data, captured, stored and reported by Kodak's analytics systems including, without limitation, machine data, job data, material usage data, parts/components usage data, consumable usage data, machine configuration data, service/PM engagements, operator engagement, software version data, substrate data and modification data and to all inventions, improvements, derivative works or any other form of intellectual property created by any party using or relying on the Kodak analytics data. No title to or ownership of Kodak's analytics data or any derivative work using or relying on Kodak analytics data is transferred in whole or in part to Customer. Customer shall not provide, disclose or make the Kodak analytics data or any part thereof available to any third party without the prior express written permission of Kodak. Customer shall not use, print, copy, translate, license or display the Kodak analytics data without the prior express written permission of Kodak.
- 16. Excessive Service or Service Caused by Customer Delinquency:** If Customer fails to operate or maintain the Equipment in accordance with Kodak's published specifications, training and expectations or Customer fails to provide a suitable environment for the Equipment in accordance with Kodak's published specifications and such concerns lead to higher than normal levels of service hours or parts use, Kodak may provide Customer a notification of excessive service concerns. Upon notification, Customer will be provided 60 days to work cooperatively with Kodak to resolve such concerns. If after 60 days such concerns have not been properly addressed, or Kodak is not satisfied with measures taken by Customer to correct such concerns, Kodak may impose additional service charges until Customer meets Kodak's published specifications and is consistently operating the Equipment in accordance with Kodak's published specifications, Kodak's expectations and normal service levels.
- 17. Unexpected Damage:** Upon any damage to any Equipment covered under a Kodak support plan due to operator error, environmental conditions, malicious acts and/or force majeure or in the case of possible unrepairable damage to Equipment, Kodak will evaluate the Equipment's condition and determine whether the Equipment is fit for ongoing production and support. If the Equipment is deemed by Kodak to be unfit for production, the Equipment will be removed from service coverage and Customer will be credited for all prepaid service. If repairs can be made, Customer will be responsible, and invoiced, for all labour, service parts and any other items of cost identified in the requirements to return the Equipment to an optimal state for operations.
- 18. Certified Materials:** All Kodak support plans, and associated pricing, are conditioned on the use of Kodak certified substrates, media, fluids, inks, parts and supplies with the Equipment. Third party non-certified products may impact Equipment performance and associated costs and ability for Kodak to service the Equipment. Customer will be billed at then current time and material (T&M) rates for support incidents caused by Customer's use of non-certified materials. Continued or long-term use of non-certified materials may result in an increase in monthly service rates until Customer adjusts the use of such materials and meets Kodak's published specifications. Additionally, Kodak may immediately terminate the Kodak support plan if Customer does not rectify its use of non-certified materials within thirty (30) days following a written notification from Kodak that Customer's use of such materials constitutes a material breach of the Agreement.
- 19. Field Change Orders, Product Modifications and Proactive Service:** From time-to-time Kodak may require updates and modifications to the Equipment that would be outlined as the sole responsibility of Kodak and covered under any support plan. Upon Kodak's request, Customer shall promptly provide Kodak access to the Equipment to perform such modifications.
- 20. Ink & Media Changes:** Customers choosing or requiring a change in certified materials and/or inks provided by Kodak will be included in support plan coverage.
- 21. Material Modifications or Changes:** Kodak reserves the right to change requirements and/or standards relating to the Equipment, material formulations, manufacturing requirements, service parts, and/or service requirements at any time to maintain documented Equipment performance and/or specifications. Further Kodak may modify any Support Plan as reasonably necessary to reflect changes to Kodak's then-current policies and procedures. Kodak will give thirty (30) days' written notice prior to implementing any such change that has a material impact on the manner in which Support Services are provided. The change notice will identify the reason for the change and describe the impact on Support Services being provided to Customer. Kodak will consult with Customer to identify ways to mitigate the impact of any such change and will make reasonable efforts to implement the change in a manner that minimises any such impact.
- 22. Jetting Module Maintenance & Recovery:** Customers are expected to engage in proper operation, maintenance, cleaning and recovery of Jetting Modules (JM) utilising approved cleaning fluids and materials as trained by Kodak and outlined within the Expectations Document and SOP documentation. Customers who have purchased a Kodak certified recovery stand will be responsible for the staffing and labour required to operate and manage ongoing recovery of JMs as trained by Kodak. Kodak will be responsible for the service labour and parts required for break/fix engagements as defined within the Expectations Document.
- 23. Product Life Cycle Changes:** Kodak maintains the sole discretion to adjust a given piece of Equipment's availability or stage of life at any time. Such changes will be communicated to Customers at time of change and aligned with the guidelines outlined below.

Product Life Cycle Definitions and Engagement		SALES				SERVICE						
		New Equip.	Used Equip.	Upgrades	Consumables	ORCs & Supplies	Service Parts	Manufacturing Parts	Full Service Contracts	Self Service Contracts	T&M Service	Customer Training
<b>Commercialised Product</b>	Equipment is fully available and supported.											
<b>End of Manufacture (EOM)</b>	Stop manufacture and sales of new equipment and eliminate unique manufacturing part inventory replenishment.											
<b>End of Sales (EOS)</b>	Stop sales of used equipment, upgrades, and support plans for new customer placements. Continue to support placements at pre-existing accounts.											
<b>End of Service Life (EOSL)</b>	Stop sales of consumables and sales / renewals of support plans. Eliminate all service coverage, calls and active support (remote and on-site) for equipment.											

Full Availability
Available while supplies last
Not Available

**24. Standard Discounts:** The following apply in connection with REMOTE support plans.

Description	REMOTE Support Plan Discounts (off of list prices / rates)
After Hours	Not Available
Kodak Remote Labour Hours (within the PPM)	100%
Kodak Onsite Labour Hours (within the PPM)	15% (0% if paragraph 17 herein applies)
Kodak Service Travel & Expenses	15% (0% if paragraph 17 herein applies)
Service Parts	20% (0% if additional service charges are imposed under paragraph 16 herein or if paragraph 17 herein applies)
Manufacturing Parts (while available as specified in paragraph 10 herein)	20%
Maintenance Parts / Supplies	10%