

## NEXFINITY Premier Support Plan Descriptions (Click Plan)

SUPPORT PLAN PRODUCT GROUP PRICING PLAN	PREMIER NEXFINITY CLICK PLAN
CLICK BILLING BY A4+ PRINT	A4 monthly click invoicing applies to total of A4 single sided prints produced in each calendar month period in accordance with the volume pricing tier outlined in signed Customer Agreement. Sheet Length of $\leq 8.75'' = 1$ - A4 Print Sheet Length of $8.751'' - 20.5'' = 2$ - A4 Prints Sheet Length of $20.51'' - 26'' = 3$ - A4 Prints Sheet Length of $26.1'' - 39'' = 4$ - A4 Prints Sheet Length of $39.1'' - 48'' = 5$ - A4 Prints
ONLINE SUPPORT (PARTNERPLACE.KODAK.COM)	INCLUDED
TELEPHONE SUPPORT	INCLUDED
Estimated Response Target	1 HOUR
Principal Period of Maintenance (PPM) <sup>7</sup>	13x5 Monday to Friday (8AM-5PM Local Language, 5PM to 9PM English Only, EXC. HOLIDAYS)
After Hours Support	Available 24/6 English only support at published rates
SDMS CONNECTION	REQUIRED <sup>14</sup>
ONSITE SUPPORT	INCLUDED
Estimated Response Target	Next Business Day
Principal Period of Maintenance (PPM) <sup>7</sup>	9x5 (M-F 8AM-5PM EXC. HOLIDAYS)
Call Out Charge within PPM	INCLUDED
Labor Charge within PPM	INCLUDED
After Hours Support <sup>8</sup>	NOT INCLUDED Available upon Customer request in predetermined areas and at the published labor rates plus travel
OPERATOR REPLACEABLE COMPONENTS (ORCs)	INCLUDED
MAINTENANCE SUPPLIES	INCLUDED
DIGITAL FRONT END (DFE) COVERAGE: INCLUDING SOFTWARE UPGRADES, UPDATES & PATCHES (Kodak Applications Only) <sup>12, 13</sup>	INCLUDED
EQUIPMENT REPAIR PARTS <sup>20</sup>	INCLUDED
FIELD CHANGE ORDERS, PREVENTATIVE MAINTENANCE (PMs) & PROACTIVE SERVICES <sup>27</sup>	INCLUDED
MEDIA CHANGES <sup>28</sup>	INCLUDED

## ADDITIONAL CONTRACT TERMS

- 1. Definition of a Click:** "Click" shall mean one single sided print as defined within the sizes and widths above. Click includes services as set forth in the Support Plan and, except as provided in the expectations document made available upon sale or lease of the press ("Expectation Document") or in the term 16 below, toners, ORC's, repair parts, maintenance consumables and sundries.
- 2. Black Only Clicks:** Black only clicks are single sided prints as defined within the sizes widths above with only black toner.
- 3. Minimum Payment on a Click Based Plan:** The minimum payment per month on a "Click" based plan is 200,000 clicks.
- 4. Click Counts for Multiple Machines at Same Site:** Customers with multiple machines within the same platform and located at the same physical site have the option of selecting either individual Click counts by press or averaging Click count across all presses at time of contract signing or annual contract renewal.
- 5. Telephone Support:** 13x5 Remote service hours standard (SLA = 1 hour response time target). 100% of calls must be reviewed and triaged by remote support prior to dispatch of a Field Service Technician and parts shipment. Normal working hours are in local language. An additional 4 hours are in English only. After-hours remote engagement is available at the published chargeable rate for 24/6 through follow-the-sun coverage in English language only.
- 6. Dispatching:** 9x5 Onsite Service engagement is provided post remote service evaluation and managed on a commercially reasonable effort basis given available parts and resource availability.
- 7. PPM:** Principal Period of Maintenance (PPM) is Local Time and excludes Kodak Holidays.
- 8. After Hours Coverage:** Afterhours and weekend support may be available in designated areas by Kodak upon Customer request and PO engagement. All after hours labor and travel expenses will be billed separately and based on Kodak's published rates at the time of service. All parts consumed during afterhours service will be included in the service contract terms if excessive service and/or neglect clauses do not apply.
- 9. Premier Support Plan:** Customer must maintain at least one Kodak certified operator per shift and press. Customer will be subject to regular audits and recertification every 2 years. If Customer is found to be out of compliance for any reason a 5% increase will be applied to the Premier Click rates until the Customer has corrected the compliance default.
- 10. Training Engagement:** Customer shall pay all training costs, travel and expenses for each individual trained. All certifications will be held at the "employee" level and not the Customer/company level. A 90-day grace period will be extended on discounts for retraining needs if a trained operator leaves and another trained operator is not available. Every 2 years a recertification is required as defined by Kodak and at the expense of the Customer.
- 11. Service Part Shipment:** All service parts shipment timing will be aligned with onsite service dispatching associated with each service call.
- 12. DFE:** Service & support of all DFE software & components includes current and two immediately prior software versions only.
- 13. Software Upgrades, Updates and Patches:** Kodak service coverage includes all available software upgrades, updates and patches as long as the current hardware is supportive of these additions. If for any reason the current hardware is unable to accept the software changes the Customer shall be responsible for acquiring new hardware, that is compliant with software changes, from Kodak at Customer's expense.
- 14. SDMS Connection Required:** Customer will provide and maintain a dedicated network connection to each press and DFE mainframe machine for the exclusive use of Kodak for on-line diagnostics, "click" readings 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 all click and/or service contract pricing. Once a connection is reestablished and Kodak has confirmed all data is transferring correctly the imposed uplift may be removed.
- 15. Additional Accessories Monthly Base:** The following accessories are not included in the NexFinity Support Plans and therefore carry an individual monthly service price: Multi Graph, 2nd HCD, up to 1m Pile Feeder and 1.2m Pile Feeder.
- 16. Fifth Station and Specialty Custom Toners:** Fifth Station and specialty custom toners are not included in the monthly click rates or Support Plans. All such toners shall be purchased by Customer at current rates, published lead times and shipping/logistics charges.
- 17. ECS Service Life:** ECS equipment is included in the monthly service pricing for the first 7 years of press life. At the start of the 8th year a monthly click and/or service contract uplift of 5% will be applied unless the Customer opts to engage the ECS refurbishment program at the published price and Customer's expense.
- 18. ORC Inventory Management:** Customer will be responsible for maintaining an appropriate level of ORC inventory in accordance with ongoing average production volumes. Inappropriate levels, high or low, could be subject to pricing penalties at the sole discretion of Kodak.
- 19. ORC Maintenance and Replacement:** Customer is responsible for the maintenance and replacement of ORCs within its device as outlined in all operator documentation, NexPert service software and reinforced by a Kodak certified Technician.
- 20. Equipment Repair Parts:** Equipment repair parts will be defined by Kodak in a published list and shall be covered under the "Click" plan and/or service contract. Any part not defined by Kodak as an Equipment repair part will be replaced or repaired as a separate chargeable engagement.

- 21. Shipping & Logistics Charges:** Except as provided herein, Customer will be responsible for all shipping and logistics charges for items outlined in the click plan including toners, ORCs, maintenance consumables and sundries. Kodak will bear the shipping and logistics charges for repair parts.
- 22. Prescribed Maintenance and Proper Operational Practices:** Customer is responsible for all prescribed maintenance and proper operational practices as set forth and described more particularly in the NexPert service software that accompanies the press, as well as continued updates, training and documentation provided by Kodak.
- 23. Data & Analytics Rights:** Kodak retains the exclusive right, title and interest in and to all data and meta-data captured, stored and reported by the Kodak Service Data Management System including, without limitation, machine data, job data, ORC usage data, consumable usage data, machine configuration data, software version data, substrate data and modification data (collectively, "SDMS Data") and to all inventions, improvements, derivative works or any other form of intellectual property created by any party using or relying on the SDMS Data. No title to or ownership of SDMS Data or any derivative work using or relying on SDMS Data is transferred in whole or in part to Customer. Customer shall not provide, disclose or make the SDMS 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 SDMS Data without the prior express written permission of Kodak.
- 24. Expectation Document Adherence:** All machine operations, maintenance, specifications, environmental requirements and more are outlined and agreed in the Expectations Document.
- 25. Maintenance & Sundries:** All published sundry items used in the proper maintenance and support of the press shall be included in the click and/or Support Plan, except as excluded in the Expectation Document. Proper adherence to the use and engagement of accredited items as outline in Kodak's standard operating procedures (SOPs) with the NexPert system will be required. Failure to utilize accredited materials and processes may result in additional charges being applied to a Customer click and/or Support Plan until all issues have been resolved by the Customer.
- 26. Excessive Service or Service Caused by Customer Delinquency:** Customers whose ongoing service calls are deemed excessive in Kodak's sole discretion and/or problem(s) attributable to causes including, but not limited to, neglect, environmental conditions or engagement by the Customer may be subject to additional service labor and parts charges and/or increased Click and/or service contract rates.
- 27. Field Change Orders, PMs and Proactive Service:** From time-to-time Kodak may require preventative maintenance, replacement or modifications to the press that would be outlined as the sole responsibility of Kodak and covered under any Support Plan. Upon Kodak's request, Customer shall, in a timely manner, provide Kodak time on the press to perform such maintenance and/or modifications.
- 28. Media Changes:** If Customer requires, or chooses to make, a change in cyan, magenta, yellow and key (CMYK) toner sets, such media change will be covered under all Support Plans.