

## NEXPRESS/NEXFINITY Premier Support Plan Descriptions (Consumables Plan)

SUPPORT PLAN	PREMIER
PRODUCT GROUP	NEXPRESS/NEXFINITY
PRICING PLAN	CONSUMABLES
<b>ONLINE SUPPORT</b> (PARTNERPLACE.KODAK.COM)	<b>INCLUDED</b>
<b>TELEPHONE SUPPORT</b>	<b>INCLUDED</b>
Estimated Response Target	1 HOUR
Principal Period of Maintenance (PPM) <sup>3</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 discounted published rates
SDMS CONNECTION	<b>REQUIRED</b> <sup>10</sup>
<b>ONSITE SUPPORT</b>	<b>INCLUDED</b>
Estimated Response Target	Next Business Day
Principal Period of Maintenance (PPM) <sup>3</sup>	9x5 (M-F 8AM-5PM EXC. HOLIDAYS)
Call Out Charge within PPM	<b>INCLUDED</b>
Labor Charge within PPM	<b>INCLUDED</b>
After Hours Support <sup>4</sup>	<b>NOT INCLUDED</b> Available upon Customer request in predetermined areas and at the published labor rates plus travel
<b>OPERATOR REPLACEABLE COMPONENTS (ORCs)</b>	<b>INCLUDED:</b> ORCs and sundries except Rollers (Donor, Fuser, Metering, Pressure), Cylinders (Blanket, Imaging), Glossing Unit ORCs and other items set forth in the Expectation Document
<b>MAINTENANCE SUPPLIES</b>	<b>INCLUDED:</b> maintenance supplies except items used as tools or as equipment that helps maintain the press, storage containers for ORCs, equipment used in finishing devices, and other items set forth in the Expectation Document
<b>DIGITAL FRONT END (DFE) COVERAGE: INCLUDING SOFTWARE UPGRADES, UPDATES &amp; PATCHES (Kodak Applications Only)</b> <sup>8,9</sup>	<b>INCLUDED</b>
<b>EQUIPMENT REPAIR PARTS</b> <sup>14</sup>	<b>INCLUDED</b>
<b>FIELD CHANGE ORDERS, PREVENTATIVE MAINTENANCE (PMs) &amp; PROACTIVE SERVICES</b> <sup>21</sup>	<b>INCLUDED</b>
<b>MEDIA CHANGES</b> <sup>22</sup>	<b>INCLUDED</b>

## ADDITIONAL CONTRACT TERMS

- 1. Telephone Support:** 13x5 Remote service hours standard (SLA = 1 hour response time target for Premier). 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.
- 2. 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.
- 3. PPM:** Principal Period of Maintenance (PPM) is in local time.
- 4. 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.
- 5. 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 support plan rates until the Customer has corrected the compliance default.
- 6. 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.
- 7. Service Part Shipment:** All service parts shipment timing will be aligned with onsite service dispatching associated with each service call.
- 8. DFE:** Service & support of all DFE software & components includes current and two immediately prior software versions only.
- 9. 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.
- 10. 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 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 service contract pricing. Once a connection is reestablished and Kodak has confirmed all data is transferring correctly the imposed uplift may be removed.
- 11. Dry Inks, Developers, Fifth Station Toners and Specialty Custom Toners:** Dry Inks, Developers, Fifth Station toners and specialty custom toners are not included in the Support Plan. All such items shall be purchased by Customer at current rates, published lead times and shipping/logistics charges.
- 12. 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 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.
- 13. 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.
- 14. Equipment Repair Parts:** Equipment repair parts will be defined by Kodak and shall be covered under the service contract. Any part not defined by Kodak as an Equipment repair part will be replaced or repaired as a separate chargeable engagement.
- 15. Shipping & Logistics Charges:** Except as provided herein, Customer will be responsible for all shipping and logistics charges. Kodak will bear the shipping and logistics charges for repair parts.
- 16. 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.
- 17. 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.
- 18. Expectation Document Adherence:** All machine operations, maintenance, specifications, environmental requirements and more are outlined and agreed in the Expectations Document.
- 19. Maintenance & Sundries:** All published sundry items used in the proper maintenance and support of the press shall be included in the 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 Support Plan until all issues have been resolved by the Customer.
- 20. 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 service contract rates.
- 21. 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.
- 22. 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 Plan.
- 23. Holidays:** As used herein, holidays refers to holidays observed by Kodak.