

Cloud Hosting Service Description and Specifications

Executive Summary

As part of this service offering, Kodak will provide Customer with software hosting and management services, for Kodak software products that are owned by Customer or subscribed to by Customer. Kodak will provide automated 24/7 operational and security monitoring for the hosted production environment, customer is entitled to 1 annual software upgrade, designated employees of Customer will be provided with limited administrative access to the environment, and nightly backups / cross-site failover of managed virtual machines will be provided for business continuity of the production environment.

Operational Support

Operational support is provided through Kodak's Customer Engagement Center, with hours of support coverage aligned with the Customer's current Kodak software maintenance agreement.

Completion Criteria

For the purposes of this Agreement, the software hosting service deliverables from Kodak will be considered operational upon provisioning of the environment and notification to the Customer that access has been granted.

Prerequisites and Customer Responsibilities

It is the responsibility of Customer to review this document to ensure the managed services to be provided are acceptable, that existing internet access/speeds are feasible to support Customer business operations, and that all parts of this document are acceptable to Client, and by submission of an order, Customer agrees it has reviewed the terms and conditions and agree to all goals, deliverables, conditions, responsibilities, limitations and exclusions of this service.

If required, Customer will participate in all planning, testing, and follow-up meetings with the Kodak Professional Service Technician prior to, during, and after the deployment of new Kodak Software Products or migration of an existing Kodak Software Product to a Kodak managed environment.

Customer will identify a single point of contact for this project and the point of contact will be available for the duration of the service for discussion, training, and any other purpose the Kodak specialist requires for delivery of the service. Customer is responsible for all on-premise network configuration and setup to connect to the VPN Gateway provided as part of this agreement.

All software and hardware should be operating to manufacturer's specifications. This includes MIS system(s), Prinergy system(s), Portal system(s), press, plate making, processing and proofing devices. Any discrepancies should be resolved before Kodak personnel arrive on-site and or begin management and monitoring of the hosted environment;

Service Agreement

Kodak and Customer hereby agree to the description and scope of the Managed Service deliverables and fees set forth in the ordering document. Any additional services requested by Customer, or suggested by Kodak, will be subject to the mutually agreed upon change order process.

Should the budget, timetable, or risk to the service deliverables be affected by any event outside Kodak's responsibility, Kodak will raise a Change Control Request specifying the impact of the event and request approval to proceed based on the changed scope.

Joint Administrative Access

As part of this service offering, the customer will designate up to 6 employees or contractors that will be granted limited access to administer their software within the Azure environment managed by Kodak.

These employees will have access to the Prinergy Administrator, Prinergy Workshop and other Kodak software installed on the Prinergy Primary, Secondary and or Insite Prepress Portal Virtual Machines. These employees will also have access to view reports related to Virtual Machine performance, data usage, data egress and Azure Security Center alerts or warnings.

The customer is responsible to administer all Microsoft Azure network resources that are required to connect to the customer's Local Area Network to the Kodak Managed Services Virtual Network. The customer is responsible to ensure that firewall settings are sufficient to prevent Kodak employees who administer Kodak Software in the Virtual Network from accessing their Local Area Network.

Note: If needed for administration, up to 2 additional employees or contractors can be added as Admin users for every Additional Site Connection (SH015-8012791) added to a subscription.

Annual Software Upgrade

As part of this service offering, customer is entitled to 1 annual software upgrade installation to be performed by Kodak of each of the Kodak software products being managed under this Agreement. Additional software upgrades beyond the 1 entitled with this agreement can be requested via a written Service Request and are subject to standard service fees associated with elective service procedures.

The customer is responsible for upgrading all Kodak software installed on computers in its facilities, and for computers used by contractors and or employees who work remotely. This includes but is not limited to Prinergy Workshop, VPS, ColorFlow, Preps, Pandora and other Kodak client software or utilities.

It is the responsibility of the customer to request any upgrades to be performed on the software products hosted by Kodak, including the 1 annual upgrade covered under the terms of the agreement. To request an upgrade procedure to be performed, the customer will request the service from their Kodak service representative organization using their normal contact methods

Kodak will work with the customer to schedule and coordinate the upgrade between Monday – Friday 08:00 – 21:00 local time (“Upgrade Window”). The Upgrade Window is based on available resources and/or previously scheduled upgrade reservations. Weekend upgrades are available at Time and Materials rates in local currency.

Software Maintenance

Kodak may perform additional scheduled maintenance such as applying operating system patches or updating hosted Kodak software products to ensure continuous operations and availability of the software or resolve unplanned incidents.

Any proactive modifications that affect interoperability with Kodak on-premises software products, such as client or collateral Kodak software products will be performed with the approval of and coordination with the customer. System downtime for maintenance activities is dependent on the number of patches/updates to be applied and the number of servers (VMs) to be administered.

Overages

The SW Hosting fees indicated within the ordering document are based upon the use of predefined virtual machines, data storage and data egress amounts. If the customer’s usage exceeds the predefined amounts indicated in the three ‘Prinerger Primary VM’ or ‘VPN Gateway for a Non-Prinerger VM’ part numbers, the Customer is required to purchase an ‘Additional Data Egress’ part number for each TB exceeded per month.

Line Extension License

As part of this service offering, Kodak will extend the number of Job Ticket Processor (JTP) licenses purchased by the Customer to a maximum of 8 per JTP or until any combination of JTP processors causes the Virtual Machine’s CPU to run at 95% during processing of PDF files. If additional JTP processing is required (Prinerger Secondary Server), the Customer can purchase 1 or more additional Virtual Machines at standard rates, or move to a higher performance VM. (i. e. move from a D8-32 to a D16-64).

Job Ticket Processors included as part of the Managed Service Line Extension License.

Product Number	Description
015-01280A-117	Adds one additional output render engine (or Job Ticket Processor - JTP, aka RIP) to a KODAK PRINERGY system.

015-01280A-125	Adds one additional Refine engine (or Job Ticket Processor - JTP) to a KODAK PRINERGY system.
015-01280A-129	The Batch Trapping engine provides the ability to automatically Trap PDF pages during a KODAK PRINERGY refining process.
015-01280A-141	Based on Callas PDF Toolbox, PreflightPlus provides advanced profile-based preflighting to identify and correct problems in the input files.

This entitlement has the following restrictions:

- Prinergy Primary and Secondary servers support a maximum of 56 Job Ticket Processors, per server. It is not possible to have all Job Ticket Processors that are part of the Line Extension license entitlement enabled on a single server.

Prinergy Cloud: Decision Analytics – System Performance Dashboard Reports

As part of this service offering, Kodak will provide 1 Prinergy Cloud Agent software, 1 Prinergy Cloud tenant account, and 1 Decision Analytics client license to access Prinergy Cloud: Decision Analytics System Performance Reports.

Management Services in Scope

Operation Support and Security Monitoring of Software Hosted and Managed by Kodak:

- Incident / Problem Management, arising from customer-initiated service processes or as discovered through Kodak's monitoring services
- Monitoring Services
- Event Management
- Change Management
- Service Level Management
- Patch Management
- Provisioning & De-provisioning of Subscribed Azure Resources

Specific Operational Activities

- Virtual machines management
- Storage accounts management
- Cloud Services management (VM role)
- Azure virtual networks management
- IP address management
- Subscription management
- Traffic manager

- Manage Azure automation assets
- Patch management (as a part of regular maintenance)
- 1 annual software deployment
- Weekly software maintenance (restart)
- Limited administrative access for designated customer employees

Management Services Out of Scope

Third-party integration	Product/Application deployment, consulting services, inventory collection any third-party integration and configurations apart from scope items
	Establish contracts with third-party vendors for software patch upgrades and support.
	Administration or troubleshooting of any third-party devices or services.
Training and documentation	Any industry or government regulatory validation documentation requirements.
	Formal Product training for users or IT Staff.
	Preparation of training material and providing user training on products.
	Any documentation regarding the architecture, design, or implementation of any of the components being managed by KODAK.
	Development of system documentation, operations guides, or training manuals related to Product.
On- Premises Infrastructure Management	<p>Management and or connectivity to Kodak managed cloud environment and resources by 3rd party software applications installed On-Premise at the customers facility.</p> <p>Break-fix of hardware, rack & stack of new On-Premises hardware.</p> <p>Provisioning, building or Decommissioning of On-Premises servers.</p>
Internet Bandwidth	Customer is responsible to specify and purchase internet bandwidth that is sufficient to meet their production requirements

Key Assumptions

Kodak is not responsible for SLAs breached due to third party dependencies, environment dependencies and AZURE support.

Security Requirements

Kodak will adhere to the following security requirements:

- Services performed by KODAK resources at a customer facility, Kodak and or its personnel assigned to the project shall comply with the security policies applicable to the site.
- Kodak shall cause its personnel assigned to the Services to sign relevant documents such as NDA/MSA as specified by KODAK and its customers in order to have its personnel agree to the applicable security requirements. Kodak shall be jointly liable for the breaches by its personnel of the relevant agreement/commitment.
- If a Kodak resource collects or accesses Personal Information, as part of services performed by KODAK, the resource will comply with all applicable requirements defined in the [Kodak Privacy Notice](#).
- Mandatory Kodak Security / privacy training to all Kodak FTE's on the engagement. Evidence of completion and attendance can be provided upon request.
- Device security – Laptops provided to Kodak employees will be hardened per KODAK IT policy. Tracking of all these devices should be maintained in an asset inventory with proper risk assessments completed on all these assets.
- Restriction on Installation of 3rd party software on systems managed by Kodak. Only Kodak authorized or licensed software is permitted.
- Provisioning and de-provisioning of users to the resources / systems and tracking the same. Removal of residual access if personnel change or move away from certain projects.
- Kodak ensures business continuity in case of any failure of Azure resources, managed by Kodak.
- SMB1 Network Sharing Protocol is not supported.

Service Cancellation:

You must provide ninety (90) day written notice of cancellation via a signed document. Access will be available for an additional 30 days so that you may retrieve your data and you will receive one final invoice for the 30-day retention period. After the 30-day data retention period has expired, all Microsoft Azure resources and data stored in Your account will be deleted and all software licenses and service entitlements that were provided as part of this agreement will be removed.

Transferring Subscription Ownership:

Following the initial term of the contract, ownership of the Subscription managed by Kodak can be transferred to another Microsoft Azure Active Directory Tenant. The customer will provide written notification to Kodak 90 days prior to the planned contract termination date and submission of the signed cancellation order.

The customer must have a valid Microsoft Azure Commerce account to accept transfer of subscription ownership. Subscription transfers will result in the loss of existing Role-based Access Control (RBAC) policies, service administrators and co-administrators, as these policies and administrator roles do not transfer across different directories.

Upon transfer of the subscription ownership, all software licenses and service entitlements that were provided as part of this agreement will be removed.

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