

Service Level Commitment

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Kodak and Customer will comply with the following service level terms.

Cloud Hosting has the following service level targets:

Cloud Service	Recovery Time Objective (RTO) 13/5 Support	Recovery Time Objective (RTO) 24/7 Support	Recovery Point Objective (RPO) (Files and Folders)	Recovery Point Objective (RPO) (Oracle Database)	Target System Availability*
Prinerger VME with Managed Services D-Series and F-Series Tier	24 Hours	24 Hours	3 Hours	48 Hours	99.5%
Prinerger VME with Managed Services B-Series Tier	72 Hours	24 Hours	48 Hours	48 Hours	95%

Target System Availability Limitations

This Service Level Commitment and any applicable Target System Availability does not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us) or to purchases made using Microsoft subscription credits;
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;

6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
9. Due to your use of Service features that are outside of associated Support Windows; or
10. For licenses reserved, but not paid for, at the time of the Incident.

Division of Responsibilities

The table below delineates the division of responsibilities related to the maintenance and administration of operation and interoperation of KODAK KSD solutions in relation to Customer network and software solutions and assets.

Activity/Configuration/Settings	Kodak Support	Customer Administration
Maintain KSD product Windows server uptime.	✓	
Maintain KSD product availability.	✓	
Restart the KSD product server and apply Windows OS updates (if available) on a scheduled weekly (or bi-weekly) basis.	✓	
Apply KSD product server-side updates - Product upgrades or major updates (A. and .B revisions) - one per year included in subscription - additional upgrade/major update procedures can be purchased at standard rates.	✓	
Apply collateral product security updates on a regular basis (eg. Update Oracle security each quarter).	✓	
Maintain Kodak and Customer access to interactive user sessions on VM from Azure.	✓	
Maintain Kodak and Customer access to Azure portal - host dashboard and administrative interface.	✓	
Keep Azure-hosted systems' security patches up to date.	✓	
Endpoint security for both ends fo the Site to Site and Point to Site connections between KSD hosted servers and customer network and system.	✓	
Rehost procedure during migration.	✓	

Perform copying of job data to the Azure data storage location. Customer should be proficient in the use of Robocopy. Kodak is not responsible for any loss of data that may occur during the network copy.		✓
Maintain anti-malware, anti-virus, and security software on systems and network appliances that comprise the customer LAN /WAN (Local Area and Wide Area Network) outside of the Kodak-hosted systems and virtual network. Attacks occurring within the customer LAN/WAN are the sole responsibility of the customer. Kodak is not liable for network intrusions or damage.		✓
Manage and maintain user account and group permissions and rights within the customer LAN/WAN and in relation to interoperation with hosted KSD products. Maintain domain permissions and Active Directory management for the customer LAN/WAN. KSD hosted systems will not be placed within the customer domain.		✓
Maintain and manage the connectivity from the customer site to the Azure hosting infrastructure. Customer is solely responsible for the customer's network, LAN, or WAN connections.		✓
Reliability of the customer's network is solely the responsibility of the customer, including, but not limited to: WAN connection availability and uptime; WAN performance as impacted by reliability and/or network traffic other than that required by the hosted KSD products. Even in the event that the customer is using Microsoft connections, such as ExpressRoute.		✓
Impacts of malicious software acting within the customer's network.		✓
Performance and maintenance of networking hardware installed at the customer site.		✓
Apply KSD workstation-side updates (such as client software) in response to annual or ad hoc server-side KSD software product updates.		✓
Maintain data archives and clean up job data as appropriate.		✓
Maintain on-prem Kodak software and solutions that are not hosted via Managed Services. There is no change to existing deployed software and solutions that have not been moved into Managed Services.		✓

Provide and maintain a Microsoft qualified VPN device for connectivity from local network to Azure. Unsupported devices and/or software are solely the responsibility of the customer. Using unqualified solutions may prevent Managed Services from working all together.		✓
Make sure that changes to customer's local network comply with connectivity requirements to work with Azure.		✓
Configuring on-prem server permissions and rights to work with hosted solutions.		✓
Connectivity to non-Kodak, third-party software solutions hosted within a Kodak managed environment, requires the customer to maintain all third-party software including network connectivity and administration of the software. Kodak will only apply security patches and/or operating system updates for the VM resources provisioned as part of the Managed Services subscription.		✓
Any third-party software installed within a Kodak managed environment requires the customer to perform maintenance and administration.		✓
Administer local login accounts on Azure hosted operating systems.		✓

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