SCOPE OF APPLICATION SUPPORT FOR KOFAX READSOFT ONLINE– TERMS AND CONDITIONS

STATEMENT OF CONFIDENTIALITY

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Xcellerate IT Pty Limited
Attention: Howard Boretsky
Managing Director
Level 2, 73 Walker Street
North Sydney, NSW 2060, Australia
ABN: 75 052 208 689

Application Support Contacts:
- Email: support@xcellerateIT.com
- Phone: +61 2 8228 6600
- https://xcellerateit.freshdesk.com/

1   Definitions

1.1   "Application Support Request" means the application support request described in clause 2.

1.2   "Application Support Services" means the services described in this document in clauses 3 and 4.

1.3   "CR" means Change Request, approved changes to the solution of 5 days and under.

1.4   "Configured Solution" means the unique functionality developed by Xcellerate IT.

1.5   "Customer" refers to the client.

1.6   "Effective Date" means the date on which the Proposal is accepted.

1.7   "Initial Term" means 12 months starting on the Effective Date.

1.8   "Named Callers" means the nominated two individuals identified by the Customer.

1.9   "Normal Business Hours" for Application Support are 9.00am to 5.30pm AEST Monday to Friday, except for designated NSW Public Holidays.

1.10   "Proposal" means the proposal prepared by Xcellerate IT in respect of the products and services and accepted by the Customer and into which these terms and conditions are incorporated.

1.11   "Service Pack" means an update to the base Kofax product.

1.12   "Software" means the standard version of the Kofax software, supported by Kofax, licensed by the Customer in accordance with the End User License Agreement between the Customer and Kofax, Inc.

1.13   "SOW" means Statement of Work which describes the scope of the configured solution.

1.14   "SWO" means Service Work Order, approved changes to the solution of 5 plus days.

1.15   "Version" means an upgrade of the Kofax base product.

2 Application Support

Xcellerate IT Application Support covers the unique and Configured functionality within the Automated Business Process, requested and agreed by The Customer.

The Application Support Services provided to the Customer is subject to the Governing Terms and Conditions set out in the Proposal.

2.1 Xcellerate IT operates an Application Support helpdesk system, Freshdesk. Requests for Application Support can be made by email, phone or via the Support portal.

2.1.1 The flowchart below depicts the Application Support process:
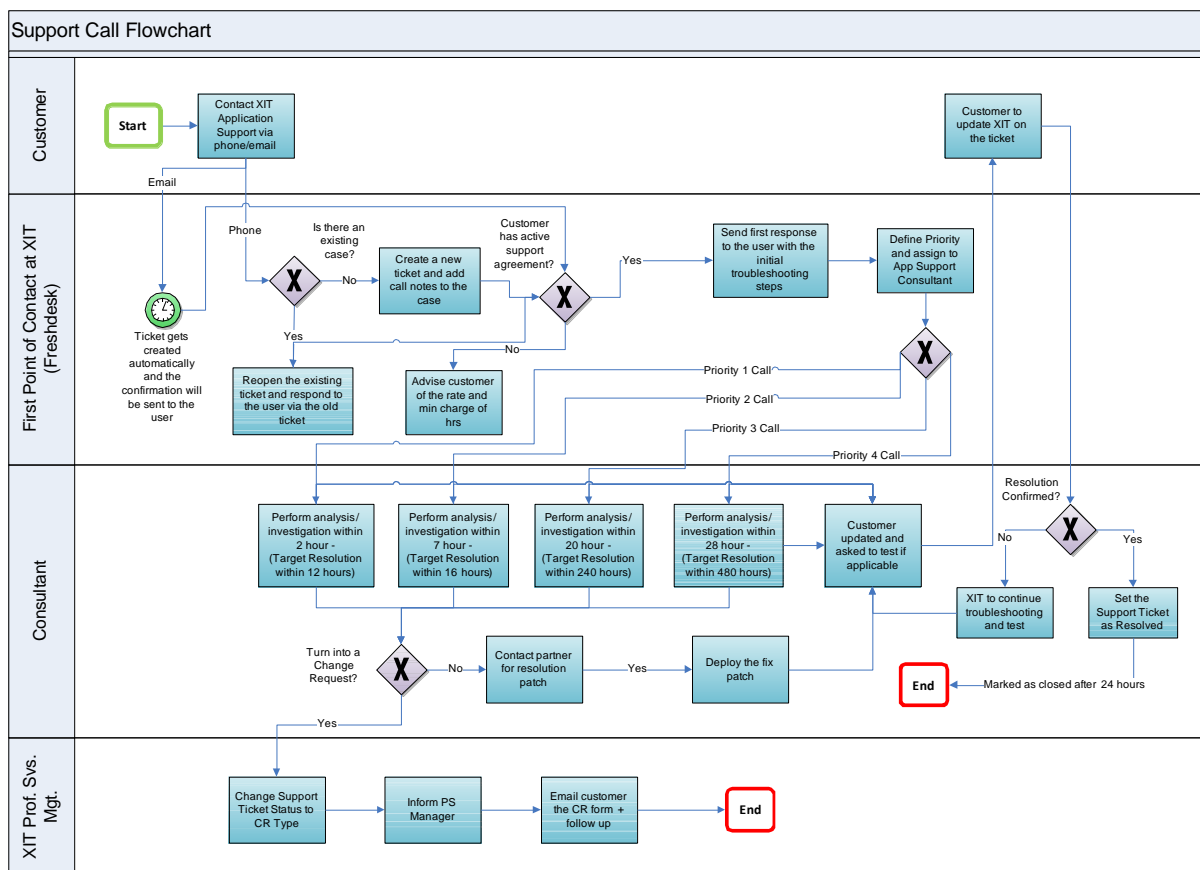
2.2 An Application Support Request may be one of the following:

2.2.1 A report of unexpected behavior of the Configured Solution with a deviation from the agreed Specifications. This is described in the Statement of Work (SOW), Service Work Order (SWO) or a Change Request (CR).

2.2.2 Questions and requests with respect to the functionality and Technical information of the Software or Configured Solution.

2.3   The handling of an Application Support Request is as follows:

Issue Submission	Collation of the issue information to log a ticket with Xcellerate IT
Initial response	The acknowledgement from Xcellerate IT Application Support that a Support Request has been created, Ticket ID number created, Priority Level assessed and the initial problem description documented.
Diagnosis	To determine the cause of the issue and the methodology required to resolve the ticket and bring the system/feature to an operational status.
Resolution	Ability to identify the root cause of the support ticket and to provide feedback and a fix to the customer.
Closure	Application Support calls are closed as follows: • By the customer • By Xcellerate IT when a resolution has been provided • The issue cannot be reproduced after reasonable attempts by either the customer or Xcellerate IT • When a call has had no activity/response from the customer for 5 business days Note: A call may be reopened if the same issue reappears

2.4   Further Information Supporting the Aforementioned Table

2.4.1   Issue submission

o   Once the customer identifies an issue, it is their responsibility to log this with Xcellerate IT by calling (02) 8228 6600 or sending an email to support@xcellerateit.com

o   All raised issues are assigned a unique ticket number

o   Upon logging an issue, the customer must provide:

   ▪   Error logs

   ▪   Screen shot

   ▪   Changes to the browser or back end finance system

   ▪   Provide information on how to reproduce the issue

   ▪   Any anecdotal information from the users

o   Xcellerate IT will provide a Ticket Status Report, on request, describing each case with the following information:

   ▪   Ticket Number

- Company that reported the issue

- Priority

- Current Status

- Description of the Ticket

- Creation Date

2.4.2   Diagnosis

o Tickets are reviewed by the Technical Support Lead and assigned to the appropriate Xcellerate IT Application Support resource.

o Once a ticket number is assigned, the Xcellerate IT Application Support resource will perform analysis of the ticket and review the information provided by the Customer and the following determination may occur:

- Falls outside the scope of Application Support

- The ticket has already been resolved

- The ticket is already assigned and is a work in progress

- The submitted issue does not qualify as an issue i.e. the product or solution is operating in accordance with the specifications

- The submitted incident contains inadequate information

Note:
Open tickets are reviewed and triaged daily by the Technical Support Lead, with a review twice weekly with management. Depending on the status of the ticket and the SLA's, a decision will be made to escalate to either Level 2 (Xcellerate IT Technical Consultant/Lead Engineer/Technical Lead) or Level 3 (Kofax Support).

2.5   Application Support requests will be categorised as below:

Priority	Definition
Critical **Level 1**	A Critical issue implies a complete stoppage of the system's functionality for all users.
Serious **Level 2**	A Serious issue impacts on the system's functionality but can be circumvented so that the system remains in use.
Minor **Level 3**	An Issue having minor impact on the functionality and use of the system e.g. incorrect error message, intermittent fault.
No Impact **Level 4**	Customer has a question on usage, defect, enhancement, configuration, or software conflict that impacts the system but not critically. Examples: an enquiry, intermittent problem that cannot be replicated, relates to user training.

2.5.1   The Customer may advise the priority level of the Application Support Request when a ticket is created. Xcellerate IT may not agree on the chosen Priority Level, then Xcellerate IT shall notify the Customer and the parties to reach an agreement.

2.6   Xcellerate IT undertakes to adhere to the following target responses and resolution times for any Application Support Request which is categorised as below:

Priority	Initial response	Analysis/Investigation	Target Resolution
Critical **Level 1**	1 hour	2 hours	12 hours
Serious **Level 2**	3 hours	7 hours	16 hours
Minor **Level 3**	12 hours	20 hours	240 hours
No Impact **Level 4**	16 hours	28 hours	480 hours

2.7 The response times in Clause 2.6 depend on:

2.7.1 The Customer provides Xcellerate IT with required information and data without delay in accordance with Clause 2.4.1 and 4.1.

2.7.2 The Support Request is forwarded by a Named Caller.

2.7.3 Should the Customer provide insufficient information, SLA's / responses may be impacted.

2.8 The target resolution times in Clause 2.6 assumes that Xcellerate IT understands the cause(s) of the Application Support Request. Xcellerate IT will not be liable for delays when the issue is inexplicable.

3   Exclusions of Application Support

The Application Support Services covers only the Configured Solution specified in the Statement of Work, Services Work Orders and Change Requests.

3.1   The Application Support Services does not cover:

- The Customer making changes to their environment which impacts on the functionality/performance of the Configured Solution

- Request for changes to the system

- Work performed outside of Xcellerate IT Application Support hours: 9:00am to 5:30pm AEST Monday to Friday and NSW Public Holidays

- Malfunction resulting from the Customer's use of the Configured Solution with other equipment, accessories, environment or in any manner not specified in Xcellerate IT manuals or documentation

- Software queries where The Customer requires education or training consulting services

- Malfunction resulting from the Customer's use of the Configured Solution in a manner other than described in documentation or negligence on the part of the Customer, their resources, a third party or as a result of other circumstances beyond the control of Xcellerate IT; and

- Other malfunctions caused by fault in products not developed by Xcellerate IT that may affect the operation of the Configured Solution

4   Application Support Inclusions

The Application Support Services covers the Configured Solution specified in the Statement of Work, Services Work Orders and Change Requests.

4.1   The Application Support Services shall include:

- Diagnosis of problems or performance deficiencies of the Software

- Resolution of the problem or performance deficiencies of the Software

- Application Support for defects within the scope of the Configured Solution, providing the Customer holds a current Application Support Agreement

- Application Support hours are 9:00am to 5:30pm AEST Monday to Friday excluding NSW Public Holidays

Please note: if the issue is not covered by Xcellerate IT Application Support or is a Change Request, the investigation and the resolution effort is subject to time and material charges through a Change Request process.

5   Undertakings of the Customer

5.1   The Customer undertakes to:

- Allow only Named Callers to handle and be in charge of Application Support Services Requests

- Establish and maintain that the Named Caller has the competency in the Configured Solution and the environment

- Ensure that the environment necessary for remote access, is kept in working order and reserved for only that purpose

- Make its best effort to find resolutions - by using manuals, documentation, tailored documentations created by Xcellerate IT as part of the deployed solution, other experience and knowledge - before making an Application Support Request to Xcellerate IT.

- During the handling of an Application Support Request and upon request, provide Xcellerate IT with system messages, screen dumps, samples, copies of error messages and documentation associated with the issue if Xcellerate IT considers it necessary.

The Customer acknowledges that breach of any of its obligations under Clause 5.1, may impact Xcellerate IT's undertakings and liability in respect of providing the Application Support Services.

6   Fees

6.1   The annual Application Support fee set out in the Proposal is calculated on the development effort of the bespoke solution. When the total support effort is nearing 75% utilization for the current term, Xcellerate IT will notify the Customer with the option of purchasing additional days or moving onto Time & Materials (T&M) for the remainder of the period after 100% utilization.

6.2   The annual Application Support fee is invoiced in advance. Payment shall be made within thirty (30) days net from the invoice date.

6.3   In case The Customer requests assistance not covered by these terms and conditions, Xcellerate IT will charge as time and materials for assistance and, where applicable, travel, hotel and per diem allowance. Prices will be in accordance with Xcellerate IT PS standard rates at the time of the request.

6.4   Further changes (CRs) or development (SWOs) to the existing solution may incur an increase to the current Annual Application Support fee which will be notified by Xcellerate IT to the Customer in writing.

6.5   A normal working day between 9.00am – 5.30pm AEST Monday to Friday. Xcellerate IT reserves the right to charge for Application Support Services rendered outside these hours on the following basis:

- For work undertaken outside normal working hours on Monday-Friday, at a rate of 1.5 times the agreed services rate for normal working days.

- For work undertaken on weekends or public holidays, a rate of 2.0 times the agreed services rate for normal working days.