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AGRAMKOW Support Policy

Policy effective May 1, 2021

AGRAMKOW is committed to providing our customers with high-quality product support. To ensure that your experience with our support system is consistent and effective, we provide the following support policy. AGRAMKOW reserves the right to alter this support policy at any time.

1. Technical Support

At AGRAMKOW, we want to deliver the best support experience possible. Our support will help to troubleshoot problems, provide advice on best practices, and get you back on track fast and reliable. We will spend the amount of time necessary to help you with your inquiries and there is no limit to how much you can use our support systems. However, our support is not an infinite resource and we do adhere to some rules to prevent abuse of the system in order to deliver fair access to our support for all our customers.

2. Usage Guidelines

The following guidelines and principles must be observed and understood to get the best experience when interacting with the AGRAMKOW support team.

3. Work instructions and procedures

The delivery of the support services is ensured through AGRAMKOW's standardized work instructions and procedures

4. AGRAMKOW Customer Service Support

Our Customer Service Support team will be available for support Monday – Thursday 08:00 – 16:00 and Friday 08:00 – 14:30 for our customers (the opening hours are applicable for the local offices).

AGRAMKOW Customer Service Support can include help via web, phone, email, and remote access to resolve technical issues as well as any problems that have arisen in connection with the use of AGRAMKOW's solutions. The support depends on the Support Plan contractual agreed with the Customer.

AGRAMKOW's responsibilities:

- To provide support in troubleshooting and to provide answers to questions related to AGRAMKOW solutions.
- To maintain a log of reported errors.
- To provide information about Updates via release notes, e.g. via email or other electronic media, which is important for the use of the System and which has an impact on operational stability.
- To respond in relation to contractual agreed service levels.

The Customer's responsibilities:

- To make personnel available to AGRAMKOW with the right level of authority, competencies and communication skills (e.g. network administrator, Service responsible etc.).
- To give AGRAMKOW Customer Service Support access to the Customer's IT infrastructure, the Software Components etc. provided by AGRAMKOW so that work can be performed 'remotely'.

- Provide necessary third-party licenses and permissions, if these are required to work on the Customer's IT infrastructure.
- The Customer carries all communications and operating costs associated with the System as example, own IT, Internet, telecommunications, and subscriptions

Other:

- If any third party, the Customer or persons/companies acting on behalf of the Customer are the direct or indirect cause of errors in AGRAMKOW solution, AGRAMKOW reserves the right to invoice the Customer for the additional time spent/additional costs resulting from this. AGRAMKOW is obligated to inform the Customer of the additional time spent/additional costs within a reasonable time after AGRAMKOW has become aware of this.

5. Ticket Classification

AGRAMKOW Customer Service Support uses a three-category classification system for every ticket that is submitted: Problem, Support and Consultative.

Problem: This classification covers reported issues that represent an actual problem with the functionality of a product. Examples being:

- Functionality that has been working but has stopped, and with no clear work-around/changes that can mitigate it.
- An upgrade resulting in changes causing unexpected behavior or functionality
- The product cannot be used in a documented manner

Support: Items that fall under this classification can be more commonly understood as "how-to" kinds of questions.

- Is unaware of or has questions to how to operate functions. This is not training but simple support to help the customer going (see section 10 Support is not training).
- Unsure of the best way to approach a problem
- Data is not exactly what is expected

Consultative: These are customer requests where AGRAMKOW Service Organization will deliver a standard or customized service to the customer. These will be invoiced the customer according to AGRAMKOW pricelist. Examples could be:

- Training - classroom/on-site/virtual
- Analytical support
- Delivery of services within the responsibility of the customer (e.g., outsourcing of customer functions)

This classification system is one of the things used to determine the prioritization of submitted support tickets. The main goal of AGRAMKOW Customer Service Support is to provide prompt, high-quality support to our customers who are experiencing serious problems with their products and/or installations. For this reason, Problem issues are prioritized and handled in an order that's determined by the level of contractual support plan that covers the installation in question.

6. Ticket Severity

Along with the classification structure, we also use a ticket severity metric to help determine how Problem tickets are prioritized within the support queue. There are four levels of ticket severity into which all incoming support tickets are categorized.

All inquiries to the AGRAMKOW Customer Service Support are registered on receipt. Categorization and handling will take place within the support opening hours in accordance with the following:

Level	Category	Description
1-A	Critical errors	<p>An error that causes the System to stop and leads to a risk of data loss, or production has stopped.</p> <p>Example:</p> <ul style="list-style-type: none"> • Multiple business-critical applications are unavailable • One business-critical application is unavailable for a long time with no predicted recovery time • Central products have stopped causing the production line is not running and there are no work-around
2-B	Serious error	<p>An error that causes functions, which are important to the System and which are time-consuming or resource-intensive to bypass to stop working as intended.</p> <p>Example:</p> <ul style="list-style-type: none"> • Total breakdown of a business-critical application or products with essential and critical impact on business processes/production • Business-critical application is extensively affected a work-around can mitigate the problem but is time-consuming or resource-intensive to do
3-C	Non-serious error	<p>An error that leads to non-critical functions not working correctly and which the user can bypass.</p> <p>Example:</p> <ul style="list-style-type: none"> • Partial failure of a business-critical application or complete failure of a non-business-critical application. • Minimal disruption or deterioration of the Service Delivery with minor impact on affected user(s) or business operations.
4-D	Request for assistance	<p>The Customer requests guidance regarding the use of the Components delivered which is unrelated to errors.</p>

The assignment of severity to tickets occurs during the first communication with AGRAMKOW Customer Service Support at the time of ticket submission when submitted by phone. If a ticket is submitted via AGRAMKOW web portal, we will attempt to assign an accurate severity based on the supplied information.

7. How Prioritization Occurs

Tickets are prioritized within the support system by taking into account Ticket Classification, Ticket Severity and Last Response Time (amount of time since last customer inquiry). Ticket Classification is first used to deprioritize tickets of a consultative nature. The remaining tickets are then sorted to be actively handled by the AGRAMKOW Customer Service Support staff.

8. Telephone Support

AGRAMKOW Customer Service Support via telephone is available for all our customers regardless of whether they will be invoiced by the hour (please make sure to have a PO number ready) or they have a support agreement with AGRAMKOW (please contact AGRAMKOW for further dialog about our different support plans). Our telephone support is often enhanced by the use of TeamViewer, which lets our Service Engineers actually see your issue live over the Internet, reducing incident resolution times to a minimum.

AGRAMKOW's regional Customer Service Support can be reached by calling:

- EMEA: +45 74 12 35 35 or
+45 20 69 86 81
- North America: +1 864 520 1666
- South America: +55 19 3816 0087
- APAC: +65 6275 0020

9. Mail Support (Mail and Web)

AGRAMKOW will offer product support via email and/or support web portal under Essential and Premium support plan (see 15 Policies Payment and Pricing).

AGRAMKOW's regional Customer Service Support can be reached via mail:

- EMEA: support@agramkow.com
- North America: support.agna@agramkow.com
- South America: support.agsa@agramkow.com
- APAC: support.apac@agramkow.com

10. Support is not training

While our support staff often offer tips and advice in the course of troubleshooting, we, unfortunately, cannot offer ongoing consultative training as part of a normal support plan.

We do however offer many different types of training and would gladly assist you with one of our standard training sessions or a customized training session adjusted to your exact needs. We can also offer you a webinar with training of your choice. Furthermore, AGRAMKOW solutions come with a user manual which is an excellent reference with a wealth of information where you can find help in many situations.

11. Designing and/or building your project is out of scope

While our support staff will be happy to help you when you encounter a technical problem or point you in the right direction if you get stuck, they cannot offer substantive design or implementation guidance, or consulting. While we make our software and products as easy to use as possible, it still requires technical expertise in many different areas. To be successful with our solutions a certain level of expertise is needed and if you need help operating or interfacing with AGRAMKOW solutions please contact your local sales office to discuss support options.

12. Know your own infrastructure

AGRAMKOW solutions are installed in wide variety of factories, systems and platforms, both physical and virtual. Even though our Customer Support Engineers are the experts in troubleshooting AGRAMKOW's solutions no matter where and how they are installed – their support is limited to troubleshooting our solutions and not the entire infrastructure it connects to. Troubleshooting or configuring external systems like databases, firewalls, load balancers, networking devices, virtualization, cloud infrastructure, etc., is outside the scope of our support.

13. Bring your experts

When opening up a support ticket*, it is important to have the experts on your systems available. Our support experience is an interactive one, where we will help troubleshoot live on your system if possible. In order to expedite the process, make sure you have the experts in relevant systems available for the troubleshooting process so that nothing is a “black box.”

* Support ticket is referring to your reported issue where a case with a ticket number is created in our customer service management system

14. Abuse will not be tolerated

We understand that many situations that require support are stressful, high-pressure, time-sensitive, costly, and intense. That said, we take any kind of abuse of our Customer Service Support team very seriously. We will take immediate action against anyone who uses aggressive or harsh language, threatens, demeans, or otherwise engages in unprofessional behavior towards AGRAMKOW employees.

In order to ensure that support remains as available as possible, we take care to monitor tickets for potential violation of these principles. To do this, we track a wide range of metrics and will work with customers who are routinely not following the principles laid out above. As a result, we may send you usage updates from time to time, give you gentle reminders, or, in more severe cases, be forced to de-prioritize your tickets in the support queue. In the most extreme circumstances, we reserve the right to unilaterally suspend or terminate access to AGRAMKOW Customer Service Support for any individual that is violating the above guidelines.

15. General Terms and Conditions for the Delivery of Services

General Provisions

- 1.1 Unless otherwise agreed in writing between the Customer and Agramkow, the following general terms and conditions shall apply to Agramkow's delivery of services to the Customer.
- 1.2 The Customer's general conditions, customary practices etc., if any, shall not apply unless such conditions have been accepted in writing by Agramkow.

Agreement

- 1.3 Any agreement shall consist of:
 - (i) an agreement indicating the parties to the agreement, the overall purpose of the agreement and the documents comprised by the agreement,
 - (ii) a number of appendices specifying the service, prices etc., and
 - (iii) these General Terms and Conditions for the Delivery of Services.

Interpretation

- 1.4 The agreement, any individual terms and these General Terms and Conditions for the Delivery of Services shall be interpreted together as mutually supplementary. In the event of any discrepancies between the documents comprised by the agreement, these shall be interpreted according to the order of priority indicated in Clause 2 above; however, such that individually agreed terms shall always take precedence over standard terms.

Service and scope of agreement

- 1.5 Agramkow shall deliver the service in accordance with the agreement. To the extent that the agreement does not provide sufficient instructions, the work shall be performed in a technically correct manner.
- 1.6 Any additional products, e.g. new technical units, acquired by the Customer from Agramkow after the conclusion of the agreement shall automatically be comprised by the agreement. Agramkow shall be entitled to increase the service charge as a result thereof.
- 1.7 Agramkow can demand changes to the nature, scope and time of delivery of the agreed service where such change is a consequence of new statutory requirements or amended public regulation. Agramkow shall be entitled to increase the service charge where such changes have a price-raising effect on the delivery of the service.
- 1.8 The service shall not comprise any remedying of damage caused by incorrect use of Agramkow's products, repairs carried out by parties other than Agramkow, negligence on the part of the Customer or a third party or any other circumstances which cannot be attributed to ordinary use of the products.
- 1.9 The service shall not comprise any work in relation to third-party products, including installation as well as service and maintenance of such products.
- 1.10 Agramkow shall not establish direct contact with nor carry out work on behalf of consumers unless otherwise agreed separately with the Customer.

Data processing

- 1.11 In some cases Agramkow processes information about the Customer's customers in connection with the performance of the work.
- 1.12 Where this is the case, Agramkow acts as Data Processor, and acts only on instructions from the Customer. Agramkow shall implement appropriate technical and organisational security measures to protect the data against accidental or unlawful destruction, loss or alteration and against unauthorised disclosure, abuse or other processing in violation of applicable law on processing of personal data.
- 1.13 Upon the Customer's request, Agramkow shall provide the Customer with sufficient information to enable the Customer to ensure that the technical and organisational security measures mentioned above have been implemented.

Payment and price adjustment

- 1.14 Payment shall be effected before the end of the agreed time for payment. In the event of late payment, interest shall accrue at a rate of two per cent (2%) per month.
- 1.15 Where the Customer disagrees with Agramkow on the size or the due date of the payment, the Customer shall raise an objection thereto without undue delay as such objection shall otherwise be forfeited. The uncontested part of the claim shall be paid irrespective of any objection.
- 1.16 Agramkow shall be entitled to adjust the service charge once a year, the first such adjustment coming into effect one (1) year at the earliest after the commencement of the agreement, by an amount corresponding to the increase in the net

price index relative to the net price index at the time of the conclusion of the agreement or to the latest price adjustment implemented, respectively.

- 1.17 In the event of an increase in Agramkow's total expenses as a consequence of outside changes in the cost level, Agramkow shall furthermore be entitled to adjust the service charge proportionately corresponding to the increase in the cost level.
- 1.18 Any travel expenses incurred by Agramkow, including travelling time spent, which are not included in the service charge shall be invoiced separately to the Customer.
- 1.19 Any expenses incurred by Agramkow as a consequence of the Customer implementing modifications/adjustments in the Customer's or a third party's system which necessitate modifications/adjustments in Agramkow's system shall be invoiced separately to the Customer.

Customer's obligations

- 1.20 The Customer shall comply with Agramkow's instructions concerning equipment delivered by Agramkow, including but not limited to instructions in manuals etc. as regards operation, maintenance and repair.
- 1.21 The Customer shall grant Agramkow full and unrestricted access to performing the service. Agramkow shall at any time have the right to demand access to inspecting any equipment etc. delivered by Agramkow, including with a view to determining and remedying the cause of a fault report. Where it is established that the Customer's maintenance, use or other activity is not carried out correctly, the Customer shall immediately comply with Agramkow's instructions thereon.
- 1.22 A contact person for the Customer shall be available and present when the service is performed at the Customer.

Breach of contract, complaint and remedial action

- 1.23 Where the service has not been performed in accordance with the agreement without this being attributable to the Customer's affairs or other circumstances for which the Customer bears the risk, this shall be deemed a breach on the part of Agramkow.
- 1.24 In the event of payment not being affected by the Customer on time or where the Customer fails to fulfil its obligation to contribute to Agramkow's ability to deliver the right service, this shall be deemed a breach on the part of the Customer.
- 1.25 Where a party wishes to claim breach of contract, such party shall notify the other party thereof without undue delay after the time when the breach was or ought to have been discovered.
- 1.26 If remedial action, additional delivery or replacement delivery can take place without material delay and without any other major inconvenience for the Customer, Agramkow shall have the right to take such action.

Liability

- 1.27 Agramkow shall not be liable for any operating loss, loss of profit or other indirect loss sustained by the Customer as a result of delayed or non-conforming delivery of services in accordance with the agreement.
- 1.28 In addition, Agramkow shall not be liable for the Customer's loss of data as a result of breakdowns or similar, and Agramkow shall also not be liable for the Customer's IT equipment such as hardware, software, networks and firewalls used for connection to the operations server.
- 1.29 Agramkow's total liability under the agreement shall not exceed an amount corresponding to the annual service charge.

Force majeure

- 1.30 Agramkow shall not be liable in damages for any non-performance of its obligations, including delays and/or non-conformities, where such non-performance is attributable to circumstances beyond Agramkow's control, including but not limited to industrial disputes (including global and local strikes and/or lockouts), fires, wars, uprisings, civil unrest, acts of terrorism, natural disasters, currency restrictions, any impact of computer viruses, worms or similar, attachment, import and/or export bans, breakdowns of or disruptions in public means of communication, supply or transport, including breakdowns of or disruptions in the public electricity supply, as well as any similar conditions affecting a subsupplier's performance vis-à-vis Agramkow.
- 1.31 Force majeure shall also exist where circumstances as described in Clause 1.30 entail that Agramkow can only perform its obligations by incurring a disproportionate financial burden. Lack of funds shall not constitute force majeure.
- 1.32 In the event that the circumstance in question has prevented Agramkow from fulfilling significant parts of its obligations under the agreement for a period of more than one (1) month, the Customer shall be entitled to terminate the agreement by giving fourteen (14) days' written notice for expiry at the end of a month.

Intellectual property rights etc.

- 1.33 Unless otherwise expressly agreed, all rights attaching to the deliveries, including trademarks, copyrights and design rights, shall belong to Agramkow.

Confidentiality

- 1.34 Both parties undertake to keep confidential any and all information exchanged by the parties which, due to its nature, should be kept confidential, including but not limited to Agramkow's drawings and specifications, and information about prices and quantities with the exception of those instances where the disclosure of such information is necessary in order for the party to fulfil its obligations under the agreement.
- 1.35 The confidentiality obligation of the parties shall apply both during and after the termination of the collaboration, but shall not apply to the extent that the information exchanged is or subsequently becomes publicly available, unless such public availability is the result of a breach of these General Terms and Conditions for the Delivery of Services.

Transfer

- 1.36 Neither party shall have the right to assign its rights or obligations in full or in part without the prior written approval of the other party.
- 1.37 Notwithstanding the above provision, Agramkow shall, however, have the right to transfer its rights and obligations in full or in part to a subsidiary without the Customer's approval.
- 1.38 Agramkow shall have the right to transfer its obligations under the agreement in full or in part to one or more sub-suppliers. Agramkow shall be liable for such sub-suppliers' products, services etc. in the same manner as for Agramkow's own affairs.

Amendments to the agreement

- 1.39 Any amendments or additions to the agreement, including the appendices to the agreement, shall only be valid if made in writing and signed by Agramkow.

Term and termination of the agreement

- 1.40 The agreement has been concluded for a period of twelve (12) months and shall subsequently be renewed automatically for twelve (12) months at a time unless terminated in writing by Agramkow or the Customer subject to at least three (3) months' prior notice for expiry at the end of a twelve-month period.

Cancellation of the agreement

- 1.41 In the event of material breach of the agreement, both parties shall be entitled to cancel the agreement without prior notice.
- 1.42 Material breach shall not exist as long as remedial action, additional delivery or replacement delivery is possible in accordance with Clause 1.23.
- 1.43 Both parties shall be entitled to cancel the agreement without prior notice in the event of significant changes in the scope of the service as a consequence of external influences such as new legislation, industry regulations etc.

Disputes

- 1.44 The parties shall seek to settle any dispute arising out of the agreement, including disputes relating to the existence or validity of the agreement, through mediation by The Danish Institute of Arbitration in accordance with The Danish Institute of Arbitration's rules thereon applicable at the time the request for mediation was submitted.
- 1.45 Mediation shall not preclude a party from instituting arbitration proceedings in accordance with the provisions set out below or from taking other legal steps in relation to the dispute arisen.
- 1.46 If the mediation ends without the dispute having been settled, the dispute shall be settled by arbitration by The Danish Institute of Arbitration in accordance with The Danish Institute of Arbitration's rules thereon applicable at the time the arbitration proceedings were instituted.