CoLOS SOFTWARE Maintenance & Support Policy

This CoLOS Software Maintenance and Support Services Policy ("Policy") sets forth Markem-Imaje's commitment to provide timely and accurate resolutions to problems, queries, or other issues that may arise from the CoLOS Software (collectively, "Maintenance and Support"). The provision of such Maintenance and Support is conditioned on Customer having an active CoLOS Software Maintenance and Support Agreement with Markem-Imaje.

1 Scope

1.1 Support consists of access to a **Markem-Imaje Software** Support Helpdesk team for information, troubleshooting, root cause analysis and problem resolution.

1.2 Maintenance of **Software** by **Markem-Imaje** consists of providing access to regular **Software Maintenance** releases and patches for **Software** products and features licensed to **Customer** as defined in Section 4. In order to receive **Maintenance and Support**, **Customer** must have a valid and active **Maintenance & Support Agreement** and not be in arrears with payments.

1.3 Out of Contract: In the event that **Customer** elects to decline purchasing or renewing a **Maintenance & Support Agreement**, **Markem-Imaje** will not be able to provide **Maintenance and Support** to that **Customer** for the associated licensed software products. Should **Customer** wish to renew the **Maintenance & Support Agreement** at a later date, **Customer** is obliged to pay for "Back Maintenance" consisting of payments for the period from the end date of any previous **Maintenance & Support Agreement** coverage to date of reinstatement in addition to the value of the **Maintenance & Support Agreement** coverage for the prospective future year(s) of coverage.

1.4 Out-of-Scope: **Customer** is responsible for resolving any technical issues that are independent of the CoLOS **Software**. Unless agreed otherwise in project-specific agreements, **Markem-Imaje's** obligation to provide **Maintenance** and **Support** extends only to **Software** shipped as standard with the CoLOS installers and does not extend to third party **Software** products (even if provided by **Markem-Imaje**) or to any problems that are due, in whole or in part, to errors, defects or failures in or by a third-party product. Any non-CoLOS third-party **Software** that is provided as part of **Markem-Imaje** solutions will normally need to be maintained by the **Customer** based on the recommendations from **Markem-Imaje** and the third party, unless otherwise agreed in project-specific agreements. Notwithstanding this, **Markem-Imaje** will support **Customer** on an issue to get to a diagnosis if a problem exists up to the point where it is identified that it is in an area outside the scope of the general and project-specific support arrangements.

Markem-Imaje is not responsible for supporting or resolving issues or problems caused by (A) **Customer's** failure to: (i) to use the Markem-Imaje **Software** in accordance with the then-current contractual agreement(s) between **Markem-Imaje** and **Customer** (the **Agreement**); (ii) use the **Software** in accordance with the documentation provided by **Markem-Imaje** (**Documentation**), or (iii) follow **Markem-Imaje's** reasonable instructions for correcting or circumventing errors, or refusal to implement troubleshooting solutions. (B) Breakdowns or damage caused by fire, water, lightning, natural disasters, strikes, riots, civil uprising or the actions of civilian or military public authorities; breakdowns or damage or adjustment resulting from misuse, accident, carelessness, abuse, faulty maintenance by the Customer; damage or adjustment caused by attempted repair, alteration or reverse engineering of the Software by the Customer or any unauthorized party; damage resulting from electricity power supply failure.

Maintenance and **Support** does not include routine **Maintenance** Activities as per paragraph 3.2 of this Policy.

Requests for new features and functionality, additional chargeable options, system configuration changes, reasonably possible modifications for any out-of-scope cases and/or other professional services including configuration, image/message design, vision system software and camera configuration changes, installation and training are not within the scope of **Support** but such requests will be referred to the appropriate **Markem-**

Imaje commercial team for further action. **Markem-Imaje** may quote and request payment for out-of-scope services issued under a separate Purchase Agreement between **Customer** and Markem-Imaje.

2 Services of Support Team

2.1 Scope: Support will constitute of the following services:
- Phone and email technical support based on the "time coverage" specified in the **Maintenance & Support Agreement**
- **Software** use assistance and operational advice
- Problem diagnosis and root cause analysis
- Remote troubleshooting as and if required
- Case number incident tracking
- Multi-level internal escalation support model as defined in section 2.3
- Providing **Maintenance** releases and **Software** patches according to the release policy based on **Customer's** entitlement, see section 4 for details
- Provide advice on how to obtain the latest production release to which **Customer** is entitled.

2.2 Incident Reporting Procedures: A "Case" is created when a **Customer** makes an inquiry or reports an incident. Each Case is assigned a unique reference number and tracked by the HelpDesk team.

Customer must provide the following information when reporting a Case:

- Company name
- Name of the individual reporting the incident
- Contact telephone number(s) including country and area codes
- Company Site Address
- Contact email address(es)
- Name and Version of **Software** product/feature in use
- Description of problem, including any recent changes
- Description of any modifications made to the **Software** since implementation.

Customer should also provide, if possible, the following information when reporting a Case:

- Serial number(s) or identification number(s) of the **Software** version in use (as applicable)
- **Maintenance & Support Agreement** ID and end date.

2.3 Multi-Level Support Escalation Structure: The **Software Support** Team has following "levels" of escalation:

Level 1 – First-line Technical Support (Typically resolved by addressing knowledge of user, use of **Software**, simple data errors, simple user configuration – escalation to level 2 if not resolved)

Level 2 - Advanced trouble shooting and support (Typically resolved by addressing at an advanced level, complex data errors, complex configuration of core **Software** products, configuration of CoLOS Application Toolkit created projects – escalation to level 3 if not resolved)

Level 3 – Global product expert (Typically resolved by addressing unusual or unconventional or rarely used combinations of configuration or functionality that can't be resolved at level 2– escalation to level 4 if not resolved)

Level 4 – Product development team (Typically new core functionality via internal product enhancement processes or bug fixes to core **Software**)

2.4 Response Times & Incident Escalation Path: **Customer** can report **Software** issues to the Helpdesk team via phone and/or email. For critical issues, we recommend **Customer** call for assistance.
- Initial response times for phone calls is within thirty (30) minutes.
- Initial response times for email is two standard business hours (Monday to Friday, 8am to 5pm).

The Helpdesk team will keep the **Customer** informed about the progress of reported Case resolution and will provide estimated timelines for planned corrections in the most reasonable manner.

If the **Customer** feels the level of service for a Case is not satisfactory, the Case may be escalated as specified in the quotation and/or project-specific agreements.

2.5 Severity Levels: The escalation structure includes the following Severity Levels:

- An **"Information Request"** is the lowest Severity Level. An Information Request is an inquiry not related to a **Software** error and normally is requests for documentation or assistance with **Software** usage and functionality.

- The **"Minor"** Severity Level designates an incident that does not significantly impair the performance or usability of the **Software** or key functions of the **Software** and/or has no business impact or includes cosmetic errors.

- The **"Major"** Severity Level designates an incident where the **Software** or key functionality of the **Software** is unusable, or **Software** performance is degraded to the extent that the usability of the **Software** or key functionality of the **Software** is severely adversely affected. A Major case is where failure significantly impairs the continuous operation, **Maintenance**, or administration of a production line (defined as one production line with a set of sequential operations whereby **Customer** materials are put through a packaging process to produce an end-product) or other significant **Customer** business functions or is reasonably expected to result in such an adverse business impact if not corrected within a reasonable time.

- The **"Critical"** Severity level is assigned to a case whereby a plant is out of production. An incident where the **Software** is unusable and such failure has a critical adverse effect on the **Customer's** operations. The Critical severity level is reserved for problems or incidents occurring in production environments only.

2.6 Case Resolution:

If the outcome of the investigation is that **Markem-Imaje** agrees that a correction needs to be made to the **Software**, **Markem-Imaje** will endeavor to deliver a resolution (via a patch, or a workaround) at the earliest opportunity. Otherwise, the resolution will be implemented in the next **Maintenance** release of the current production version, or the next production version, whichever occurs next. If the **Software** is in warranty (per end user license agreement) or covered by a current support contract, then the license upgrade to the next release of **Software** will be free of charge, excluding any labour charges. Otherwise, the upgrade will be charged at the then current rate.

2.7 Support Reviews: Upon a **Customer's** written request, **Markem-Imaje** may agree to participate in scheduled meetings with the **Customer** to review Cases and support issues. Such meetings will be held periodically on dates and times and in a manner agreed upon by both **Markem-Imaje** and the **Customer**. The objective of such meetings is to ensure that the on-going relationship between **Markem-Imaje** and the **Customer** is fully maintained, and that necessary issues and concerns are promptly addressed.

3 Customer Responsibilities.

Customer must operate and maintain the **Software** and related environments in accordance with the Agreement, the Documentation, and the obligations set forth in this Policy.

The RACI table below defines the tasks per management area.

	Markem-Imaje	Customer
Initial CoLOS **Software** incident management If required, Reporting a CoLOS incident to the **Software** help desk	CI	RA
Investigating the CoLOS issue Internal escalation of the issue Continuous communication of the incident with Client	RA	CI
Testing the solution provided by the CoLOS help desk	A	RCI
Remote access to the CoLOS server	CI	RA
Changes to the CoLOS environment (CoLOS server), IT issues and network	CI	RA
Service Level Management: Discussion on open **Software** issues **Software** support evaluation Changes to the SLA	RA	CI

- R (Responsible) - The person responsible for the implementation. This person reports to the person who is accountable.
- A (Accountable/Ultimately responsible) - The person who is (ultimately) responsible, authorized and approves the result. He/she makes the final judgment and has the right of veto. Only one person is accountable.
- I (Informed) - Someone who is informed about decisions, progress, results achieved, etc. This is one-way communication.
- C (Consulted) - This person (partly) gives direction to the result, he/she is (mandatory) consulted prior to decisions or actions. This is two-way communication.

3.1 Software Account Administrators: **Customer** may appoint a member(s) of its technical staff as **Customer's** authorized **Software** Account Administrator(s) (the "Admins"). The Admins act as **Customer's** representatives when engaging **Markem-Imaje**. **Markem-Imaje** highly recommends appointing multiple Admins of at least one per shift. **Customer** may also, at its option, appoint third party contacts who are authorized to contact and make use of Support ("Support Contacts"). **Customer** is encouraged to register its Admins and all additional Support Contacts with Support teams. All Support inquiries and communications must be conducted by an Admin or a Support Contact. Admins and other Support Contacts must: (a) have an appropriate level of technical skills and experience to administer, test, and/or troubleshoot the **Software**; and (b) be sufficiently trained in both the **Software** and materials, as applicable. Training must be completed prior to the **Software** going into production mode. **Markem-Imaje** may make recommendations for further training as new functionality is added to the **Software**.

3.2 Recommended Routine Maintenance Activities: **Customer** is responsible for the following routine maintenance activities.
- Ensuring that the specified configuration files are properly maintained and kept as important records. The **Software** relies on the integrity and correct configuration of many peripheral systems for its operation. It is essential that these systems (for example, SQL, PCs, etc.) are maintained according to **Markem-Imaje's** and the manufacturer's recommendations.
- Ensuring compliance by routinely using the Backup, Audit Log, and other tools provided by **Markem-Imaje** to ensure proper **Software** function. **Markem-Imaje** recommends running these tools and backing up all data at least once a month, but more frequent usage may be recommended due to volume parameters. It is **Customer's** sole responsibility to complete these tasks. **Markem-Imaje** encourages **Customer** to submit an information request if there is any confusion about these procedures.

- Consulting with **Markem-Imaje** in the event of any planned internal events, environmental changes, or IT issues that may impact **Software** functionality or performance.

3.3 Incident Occurrence: In the event of an incident or problem, **Customer** will be responsible for the activities listed below:
- Making reasonable efforts to resolve the problem before reporting it to **Markem-Imaje**. This includes, but is not limited to, eliminating the possibility of problems in external systems that the **Software** relies upon such as networking problems or external host applications.
- Ensuring that the incident is correctly and completely reported to **Markem-Imaje**.
- Referencing the Case Number when inquiring about an existing Case.
- Providing any additional information or take actions as reasonably requested by **Markem-Imaje** in a timely manner and in the correct format.
- Making certain that support or certificates are current for any third-party products, services, applications, or connectivity interacting with the **Software**.
- Having availability to assist with the timely resolution of the Case.

3.4 Peer-to-Peer Cooperation: **Customer** will provide a technically competent resource to work with Technical Support during the Case response process. Tasks expected of this resource include but are not limited to: obtaining and forwarding file and error dumps; loading and executing **Markem-Imaje**-supplied diagnostic programs and trial patches; and general reporting on the system environment and operation.

3.5 Remote Access: With **Customer** consent, our Technical Support team may remotely access your system to diagnose and resolve issues that cannot be addressed over the phone or via email.

Our team primarily uses TeamViewer as the preferred remote connection methods to ensure the security and efficiency of remote support sessions. However, if TeamViewer is not available, we may request that a designated individual at your organization, with server access, set up a web meeting using Teams, Webex, Zoom, or another equivalent solution.

In exceptional cases, where alternative protocols are necessary for specific technical requirements or **Customer** preferences, prior approval from our Technical Support team is required. This allows for careful assessment of the proposed method and ensures it aligns with our support guidelines. The use of these alternative protocols is on a best-effort basis, and M-I will not be liable for any delays in resolution arising from their utilization.

If the **Customer** is unable to grant remote access prior to an incident, problem resolution may be delayed or negatively impacted. Markem-Imaje will not be held responsible or liable for delays in problem resolution or any production loss caused by the denial or unreasonable delay of system remote access. Remote communication must be available to **Software** Servers and/or Workstations.

3.6 Interim Solutions: **Markem-Imaje** may propose interim solutions during Case resolution, and **Customer** should implement reasonable interim solutions for reported incidents. The interim solution will remain in place until a final solution is provided. It is understood that in certain Cases the interim solution may be determined to be the final solution.

4 Release management, product lifecycle and entitlement

4.1 Versioning Schema: The **Software** version numbers are formatted R.V.M, where R is the major release number (for architecture or major design changes), V is the production release version number (for new features or major enhancements), M is the maintenance release number (for minor enhancements or bug fixes). The R.V.M will be following by a build number.

4.2 Release Maintenance: The current production release version (identified by V, example v6.1) of **Software**, will be maintained with maintenance releases (identified by M) for claims and new functionality until the next production release version, for example 6.2 is released. All maintenance releases for claims and new functionality will be based on the latest production release version only and the changes done in maintenance releases will not be rolled back into previous releases. A maintenance release may be designated as a production release service pack, in which case it becomes the current production release, for example 6.1.4 superseding 6.1.0. Entitlement for upgrades to major, minor or maintenance releases is included during the warranty period and during the term of a Maintenance and Support Agreement, at all other times upgrades are available for purchase at the relevant license fee.

4.3 Release Support: Markem-Imaje will provide **Support** for all releases of the current major release (example v6.x) subject to the conditions of this Policy. Markem-Imaje reserves the right to require the **Customer** to upgrade to the current production version when working to resolve a Case.

4.4 Hotfixes: Software patches (or Hot fixes) will be released on a case-by-case basis especially in scenarios where there are blocking issues leading to downtime and without immediate workaround. **Markem-Imaje** will be the final decision maker on releasing patches.

4.5 Major Release Obsolescence: The previous major release (e.g., V5) will be available for sale for three (3) months from the release date of the next Major release (e.g., V6). In any case only the latest production release version is available for sale (e.g. 5.4 and 6.0).
Software maintenance will be given for last minor production release and last maintenance release, of previous major version, for 6 months from release date of the next Major release.
Helpdesk **Support** will be given to the last minor production release and last maintenance release, of the previous major version, for 2 years from the release date of the next Major release.
For example, with the release of 6.0, helpdesks will support v5.4.0 (last minor production release before v6.0) and
V5.4.36 (Last maintenance release before v6.0) for 2 years from the release date of 6.0 and maintenance will be given for 6 months from the release date of 6.0.

4.6 Feature deprecation and Obsolescence: **Markem-Imaje** reserves the right to deprecate and/or obsolete any features as deemed necessary. **Markem-Imaje** will provide twelve months' notice prior to the feature being deprecated or making the feature obsolete and provide alternative wherever possible and as required. The **Customer** can choose to continue to use the current version subject to the support policy.

4.7 End of Life: **Markem-Imaje** reserves the right to "End of Life" (**EOL**) the **Software** pursuant to a process that includes a set of milestones and activities which, once completed, makes the product obsolete. Once obsolete, the product will not be improved, repaired, maintained, or supported. **Markem-Imaje** will provide written notice nine (9) months prior to any planned **EOL** that will (a) describe the planned **EOL** process, (b) invite and encourage **Customers** to contact **Markem-Imaje** to address any potential issues caused by the **EOL** plan, and (c) include a suggested upgrade path. If the **EOL** timeline described in this Policy is not sufficient for **Customer's** purposes, **Markem-Imaje** encourages **Customer** to contact **Markem-Imaje** commercial team to discuss the possibility of alternatives.

4.8 Feature Entitlement and Licensing: Purchasing a **Software** license will give the purchaser a perpetual right to use the functionality purchased, except for specified functionality which is licensed annually with a renewal fee. As defined in the End User License Agreement **Customer** may make one copy of the Solution solely for backup purposes.
Each license entitles the **Customer** to run one instance of **Software** on one computer unless a backup license option has been purchased. In which case the purchaser is licensed to run two (2) instances of the **Software**, each on separate computers. The second instance is to be used only as a standby for the live production instance and/or a test environment.
Customers can optionally purchase additional features for the applicable **Software** editions (or bundles) at any point in time during the lifecycle of the **Software**. If the additional features are incorporated in the later version of **Software** as compared to the version in use at **Customer** site, then the **Customer** must upgrade to the applicable release first based on the terms of the Policy, then update the applicable purchased features.

4.9 Reinstallation: In the event of having a need to transfer license from one computer to another computer (for unavoidable and valid reasons at the same location), the **Customer** can reach out to Helpdesk for a license reset (or transfer). The **Customer** is entitled for two (2) resets a year for each **Software** installation (uniquely identified by a tracking number) with minimum duration between two consecutive resets must be a minimum of three (3) months. If the **Customer** has purchased a backup license, then the **Customer** is entitled for two (2) resets per copy per year. The **Customer** must ensure that only entitled copies of **Software** are installed and being used for continued Maintenance and Support. Once a license is transferred to another computer the **Software** must be deleted from and not run on the original computer.

4.10 Configurations: "**Configurations**" of **Software** are created using the CoLOS Applications Toolkit (**CAT**) to provide workflows, user interfaces and other features as part of individual project deliverables according to the associated detailed design specification agreed between **Markem-Imaje** and **Customer**. **Support** will be provided for **Configurations** on the same basis as for **Software** under this agreement**.** Updates to **Configurations** will be provided under **Maintenance & Support Agreement** claims management where **Markem-Imaje** and **Customer** have agreed that if there is a deviation from the detailed design specification then that should be corrected. Functionality changes to **Configurations** outside the detailed design specification are chargeable. There are no regular maintenance releases of **Configurations**. Any services required to update **Configurations** to operate with later versions of **Software** are chargeable.

4.11 Non-Commercial licenses: Non-commercial **Software** licenses are provided to promote the **Software** (e.g., by partners or resellers). It is expected that any end user using the **Software** for commercial purpose to purchase a **Software** License.

4.12 Freeware support: Licensed versions of CoLOS Free are available as free-of-charge downloads to registered customers to allow them to design simple message for a limited range of printer models. Support for activating and using CoLOS free is limited to helpfiles and, where available, the Markem-Imaje Virtual Assistant system only. For full **Maintenance & Support** contract coverage, customers should purchase CoLOS Base and an associated contract.