

## SPECIFIC TERMS AND CONDITIONS FOR LYNQ CLOUD SERVICES (MES)

### 1. DEFINITIONS

Capitalised terms used in this Appendix are defined in the Glossary at the end of this document.

### 2. DESCRIPTION

Cloud Services is an Infrastructure-as-a-Service (IaaS) offering from LYNQ which provides optimised access and performance of LYNQ Manufacturing Execution System (MES) software without the need for the Customer to provide, secure, manage and maintain the networks and servers to do so. Cloud Services is offered as an add-on to the purchase of LYNQ MES software and excludes implementation and automation costs.

Cloud Services includes:

- Private and secure cloud access using Microsoft Azure®
- Server selection and configuration for optimum performance of LYNQ MES
- Infrastructure and server management (installation, configuration, patching, backups)
- Infrastructure and application security (servers, application, monitoring, mitigation)
- Application and server monitoring (memory, CPU, disk, capacity)
- Database management (installation, configuration, patching, backups and monitoring)
- End User Lifecycle Management (end user access, upgrades)
- Support and Incident Management (categorisation, prioritisation, response and resolution)
- Guaranteed Service Level (99.5% uptime)

Cloud Services **does not** include:

- Software licensing (lifetime or subscription) fees for LYNQ MES
- Implementation and/or deployment of LYNQ MES (see Implementation Services)
- Machine integration or automated data collection with LYNQ MES (see Automation Suites and Services)

### 3. USAGE METRICS

Cloud User (MES) – the number of Cloud Users (MES) required is calculated by adding the number of Named Resources to the number of Named Users required.

Cloud User (APS) – the number of Cloud Users (APS) required is the number of production planners who require access to the desktop based scheduling component of LYNQ MES (i.e. APS)

Storage (DB) – the amount of Storage required is calculated by multiplying the number of MES Cloud Users by 5GB per Cloud User (i.e. 75 x MES Cloud Users \* 5GB = 375GB)

### 4. OPTIONS AND FEES

Cloud Services options have been tailored to make them affordable for all companies. The table below outlines the options available. Values show the “up to” limit for each option (band). Notifications will be sent when usage is approaching the limit providing sufficient time to upgrade to the next band or rectify usage behaviour. In the event of an upgrade, the band change shall be effected by way of a new Order Form. Cloud Services fees, subscription terms and payment terms are as stated on the Order Form.

Band	APS Cloud User Limit	MES Cloud User Limit	Storage Limit
Micro	1	25	128GB
Small	2	50	256GB
Medium	3	100	512GB
Large	5	200	1TB
Enterprise	Quoted	Quoted	Quoted

## 5. SCOPE AND WORK

- 5.1 Cloud Services includes the management of both production and sandbox environments
- 5.2 The following activities are included as part of the Cloud Service:

Activities
<b>Infrastructure and Server Management</b>
<ul style="list-style-type: none"> <li>Server management (all servers) up to and including the operating system (OS)</li> <li>Server OS and network infrastructure patch management</li> <li>Network management</li> <li>Installation and configuration of all infrastructure and server components</li> <li>Initial and ongoing server configuration and management</li> <li>Backup services (Azure site recovery included)</li> </ul>
<b>Monitoring</b>
<ul style="list-style-type: none"> <li>Infrastructure monitoring (Memory, CPU, Disk)</li> <li>Capacity monitoring</li> </ul>
<b>Security</b>
<ul style="list-style-type: none"> <li>Network infrastructure security (i.e. firewall, IDS/IPS)</li> <li>Server OS security patching</li> <li>Access security</li> <li>Security software: anti-virus</li> <li>Secure custom application development</li> <li>Secure incident management related to hosting environment</li> <li>Security incident management related to non LYNQ application code (initial alerting)</li> <li>Security incident management related to non LYNQ application code (mitigation / remediation)</li> </ul>
<b>Database management (MS SQL DBMS)</b>
<ul style="list-style-type: none"> <li>Database installation and configuration</li> <li>Patching of the database</li> <li>Database backup and restore (Azure SQL backup included)</li> <li>Database monitoring</li> </ul>
<b>End User Lifecycle Management</b>
<ul style="list-style-type: none"> <li>Provisioning of end user tenants</li> <li>Creation and control of end user access</li> <li>Upgrade of end user tenants to latest LYNQ MES versions (hot fixes and releases)</li> <li>User acceptance testing</li> </ul>
<b>Support and Incident Management</b>
<ul style="list-style-type: none"> <li>Support level 1, 2 &amp; 3 for LYNQ MES (including infrastructure)</li> <li>Capture incident details</li> <li>Categorise incident</li> <li>Prioritise incident</li> <li>Assign incident to appropriate support group</li> <li>Investigate, diagnose and resolve incident reported by end user</li> </ul>

- 5.3 Azure SQL backup retention period of 30 days with targeted Recovery Point Objective (RPO) and Recovery Time Objective (RTO) of one (1) hour.
- 5.4 Setup and/or configuration effort is required to use the Cloud Service and is not included with a subscription to the Cloud Service. The Customer is required to arrange a separate contract with LYNQ directly for Implementation Services, which includes setup and configuration as part of cloud deployment.



## 6. SYSTEM REQUIREMENTS (CLOUD USERS)

The tables below detail the minimum client system requirements necessary for accessing and using LYNQ Cloud Services. It is the Customer responsibility to provide devices and computers that meet this specification for all Cloud Users. LYNQ is unable to support Cloud Users where their hardware does not meet the minimum specifications stated here.

### Cloud User (MES)

Hardware	Requirements
Device	PC, Laptop, Tablet PC, IPAD
Browser	Microsoft Edge, Google Chrome, Safari
CPU	Intel i5 or equivalent
RAM	2GB
Network	Round-trip (RTT) latency from the client's network to the Azure region should be less than 150 ms
Screen Size / Resolution	10" screen minimum for tablet devices FHD resolution or higher

### Cloud User (APS)

Hardware	Requirements
Device	PC, Laptop
Browser	Microsoft Edge, Google Chrome
CPU	Intel i5 or equivalent
RAM	8GB RAM
Network	Round-trip (RTT) latency from the client's network to the Azure region should be less than 150 ms
Screen Size / Resolution	21" - 24" screen minimum with FHD resolution or higher

**APPENDIX 1 – CLOUD SERVICE SUPPORT**

This Appendix describes the Support Services provided by LYNQ to the Customer for the Cloud Service. All capitalised terms not defined in this Attachment shall have the meaning ascribed in this document. LYNQ may modify the scope of the Support Services from time to time at its own discretion in accordance with the terms of Agreement.

**1. DEFINITIONS**

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**2. LYNQ RESPONSIBILITIES**

2.1. LYNQ shall provide Support Services directly to the customer in any event where:

- (a) the Customer has purchased the Cloud Service subscription from an authorised LYNQ partner
- (b) the Customer has purchased the Cloud Service directly from LYNQ

2.2 LYNQ will receive all inquiries and Incidents from Customer and will provide primary support for any Incident raised by the Customer for the Cloud Service.

2.3 LYNQ will not provide Support Services under the following circumstances:

- (a) any problem that arises because the Cloud Service was altered without LYNQ consent or that arises from the use of the Cloud Service in breach of the Agreement.
- (b) any problem that arises in connection with the use of the Cloud Service that was not distributed by LYNQ as part of the Cloud Service.
- (c) any problem that results from inappropriate configuration, unsatisfactory Customer training, or incorrect operation.
- (d) Where the incident relates to the ERP application being unavailable due to technical issues outside of the supplied Cloud Services infrastructure

**3. CUSTOMER RESPONSIBILITIES**

3.1. Customer to ensure that Cloud User devices or computers accessing the Cloud Services meet the Cloud Service System Requirements.

3.2. Customer will designate two (2) primary users who will raise Cloud Service system access requests. Customers shall provide to LYNQ, contact details (e-mail address and telephone number) by means of which the Customer contact or the authorised representative of such Customer contact can be contacted.

3.3. To receive support services hereunder, Customers shall reasonably cooperate with LYNQ to enable LYNQ to reproduce, troubleshoot and resolve the experienced error.

3.4. Customer shall provide secure access to integration components that connect Cloud Services to the ERP application.

3.5. Customer shall provide all technical details that will allow LYNQ to configure the integration from LYNQ MES to the ERP application.

3.6. Customer shall take full responsibility for the availability of the ERP application, integration components and the relied infrastructure.

3.7. Customer must use the supplied tools to self-reset forgotten passwords

3.8. Customer must use the supplied tools to unlock user accounts

**4. INCIDENT PRIORITISATION**

Description	Definition	Target response time
<p><b>Critical</b></p>	<p><b>Cloud Service Outage</b></p> <ul style="list-style-type: none"> <li>• System/application down – extremely urgent</li> <li>• Very high impact in all business areas, extreme impact on multiple users and disruption is excessive, such as Cloud Platform Failures, Virtual Machine Failures and Cloud networking or connectivity failure</li> <li>• Business critical - work cannot continue</li> </ul>	<p><b>1 hour</b></p>
<p><b>High</b></p>	<p><b>Business service impaired</b></p> <ul style="list-style-type: none"> <li>• High impact on significant business areas or specific users</li> <li>• Individual user cannot complete high-priority/business-critical work, or department or group of users unable to continue with routine work</li> <li>• Business-critical work is impaired</li> </ul>	<p><b>4 hours</b></p>
<p><b>Medium</b></p>	<p><b>Group of users affected</b></p> <ul style="list-style-type: none"> <li>• Platform or application problem – user or group priority work cannot be completed</li> <li>• A group of users are experiencing system or business application problems but are still able to work</li> </ul>	<p><b>8 hours</b></p>
<p><b>Low</b></p>	<p><b>1 person affected</b></p> <ul style="list-style-type: none"> <li>• Minor system or application error</li> <li>• An individual user is experiencing system or business application problems but is still able to work</li> </ul>	<p><b>12 hours</b></p>

<b>Change Requests</b>	<b>Amendments to Cloud Service Access</b> <ul style="list-style-type: none"><li>• Creation of new users</li><li>• Deactivation of existing users</li></ul>	<b>24 hours</b>
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## APPENDIX 2 – CLOUD SERVICE LEVEL AGREEMENT (“SLA”)

This Appendix describes the Service Level Agreement provided by LYNQ to the Customer for the Cloud Service. All capitalised terms not defined in this Attachment shall have the meaning ascribed in this document.

### 1. DEFINITIONS

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### 2. SYSTEM AVAILABILITY

Cloud Services provides a **99.5% System Availability Percentage** guarantee for the LYNQ MES production (live) environment. The System Availability Percentage is calculated as follows:

$$\frac{\text{Total Minutes in the Year} - \text{Excluded Downtime} - \text{Downtime}}{\text{Total Minutes in the Year} - \text{Excluded Downtime}} \times 100$$

LYNQ will provide the Customer with an annual report describing the System Availability Percentage for the Cloud Service either through the Cloud Service or through an online portal made available to the Customer.

If LYNQ fails to meet the System Availability SLA for a particular Year, LYNQ will credit the Customer 2% of the annual subscription fees for each 1% below the System Availability SLA, not to exceed 100% of the annual subscription fees.

### 3. PLANNED MAINTENANCE

LYNQ will require planned downtime in order to perform maintenance, patching and upgrades to the Cloud Services environment. LYNQ shall use reasonable endeavours to ensure that any period of planned downtime causes minimal disruption to the Cloud Service availability and is as brief as is reasonably possible.

Patching is vital for the security, reliability and performance of the Cloud Services and LYNQ does not provide ability for customers to opt out of this service.

#### Planned Maintenance Frequency

Cloud Service Component	Frequency
• Operating system security patches	• Monthly
• LYNQ MES patches (bug fixes and minor improvements)	• Monthly
• LYNQ MES major software upgrades	• As Scheduled

#### Patching Time Windows

The Customer can define the ideal monthly patching time window from the LYNQ Support Portal. LYNQ will endeavour to patch the Cloud Services environment during this time or agree an alternative time window with the Customer.

#### Major Upgrades

The Customer will be notified when major upgrades of LYNQ MES become available. The customer must use the schedule an upgrade service within the LYNQ Support Portal, to schedule a time window. Major upgrades must be scheduled within 6 months of the major upgrade being made available.

#### Notifications



**Cloud Services (MES)  
Specific Terms and Conditions**

The customer will receive notifications of any planned maintenance that is due, at least five (5) days in advance.

**Excluded Downtime**

The time taken to carry out patching and upgrades of Cloud Services that has been notified and scheduled with the Customer in advance, shall be classed as Excluded Downtime.



## GLOSSARY

- 1.1 **“Cloud User (MES)”** means, for the purpose of the Cloud Service, individuals or machines authorised under this Agreement to access the Cloud Service
- 1.2 **“Cloud User (APS)”** means, for the purpose of the Cloud Service, a production planner authorised under this Agreement to access the Visual APS as part of the Cloud Service.
- 1.3 **“Downtime”** means the Total Minutes in the Year during which the production version of LYNQ MES of the Cloud Service is not available, except for Excluded Downtimes.
- 1.4 **“Excluded Downtime”** means the Total Minutes in the Year attributable to a Minor Update Window; or any Major Upgrade Window for which the Customer has been notified at least five (5) business days in advance; or unavailability caused by factors outside of LYNQ’s reasonable control, such as the connected ERP application being unresponsive, unavailable or offline.
- 1.5 **“Incident”** means a fault, an error or a malfunction of the Cloud Service.
- 1.6 **“Target Response Time”** means the defined time between acknowledgement of entry of an Incident and the provision of a qualified response to the Customer. At priority "Critical", the time is measured in real time. At all other priorities, the time is measured in business hours between 9am and 6pm UK time.
- 1.7 **“Major Upgrade Window”** means the extended upgrade maintenance windows for the Cloud Service, notified and agreed with the Customer more than five (5) business days in advance for the purpose of applying major software upgrades (e.g. software releases) and/or major upgrades to the infrastructure.
- 1.8 **“Minor Update Window”** means the maintenance windows for the Cloud Service notified and agreed with the Customer more than five (5) business days in advance for the purpose of applying minor software updates (e.g. hotfixes) and/or patches to the infrastructure.
- 1.9 **“Maximum Processing Time”** means defined time acknowledgement of an Incident and provision of a solution or a workaround to Customer.
- 1.10 **“Named Resource”** means, for the purpose of the LYNQ MES application, a manufacturing employee, machine or work centre that you wish to plan, track, automate, analyse or optimise.
- 1.11 **“Named User”** means, for the purpose of the LYNQ MES applications, a management or administrative employee that is not directly involved in production and where scheduling and/or data collection is not required.
- 1.12 **“Order Form”** means the ordering document for a Cloud Service that references the Specific Terms and Conditions.
- 1.13 **“Private”** means, for the purpose of the Cloud Service, that the Customer environment does not share infrastructure with any other Customer. In other words, Cloud Services are private and not multi-tenanted.
- 1.14 **“Storage (DB)”** means, for the purpose of the Cloud Service, the disk capacity required to store all data resulting from use of the LYNQ MES application and for the purposes of backup and recovery.
- 1.15 **“Support Services”** means the services outlined in this document.
- 1.16 **“Total Minutes in the Year”** are measured 24 hours at 7 days a week for 52 weeks a Year. (i.e. 524,160 minutes)
- 1.17 **“Year”** means a calendar year.