

**SPECIFIC TERMS AND CONDITIONS FOR LYNQ PREMIUM SUPPORT SERVICES (MES)**

These specific terms and conditions govern the provision of Premium Support Services by LYNQ as further defined herein as “LYNQ Premium Support Services” for all software licensed by Licensee under the Agreement. In each instance where these terms and conditions are inconsistent with the provision of the Agreement, including appendices, exhibits, order forms or other documents attached to or incorporated by reference to the Agreement, the provisions of these terms and conditions shall prevail.

**1. DEFINITIONS**

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

**2. SERVICE DESCRIPTION**

LYNQ Premium Support Services adds value with regular updates, new features and capabilities to maximise the return on the investment of LYNQ Software while providing effective and responsive support with unlimited incidents and monitored service levels.

Support Services includes:

- 24 x 7 self-service support via online support portal
- Service desk (email or phone) during UK office hours (08:00 – 18:00)
- Online incident (case) tracking system and response time commitment
- Knowledge base with online knowledge articles and how to videos
- Access to all Documentation including user and training guides
- Software updates and bug fixes as well as the tools and procedures to apply them
- Recording of details of any software customisation and/or Modification applied
- Remote assistance for upgrades, updates and/or troubleshooting
- Usage monitoring to optimise user experience and performance
- Dedicated Customer Success Manager

Premium Support Services are charged annually at a percentage of the current software list price for Lifetime (perpetual) licensing models as LYNQ Premium Support Service fees.

**3. SCOPE AND LYNQ RESPONSIBILITIES****3.1 Continuous Improvement and Innovation**

LYNQ will provide, for the relevant period covered by the applicable LYNQ Premium Support Service fees, the following software maintenance services:

- (a) supplying regular feature and capability updates to the Software at LYNQ’s sole discretion;
- (b) supplying corrections for any Defect in a currently supported release of the Software made known to LYNQ, normally by the issue of updated versions and/or hot fixes of the Software from time to time as LYNQ shall determine.

LYNQ shall have no obligation to correct a Defect if the cause is found to be due to a Non-Programming Error and/or as a result of software being deployed on servers and/or client devices that do not meet minimum hardware and software requirements specifications as detailed in LYNQ System Requirements found at <https://lynqmes.com/resources/>

**3.2 Customer Support and Incident Handling**

LYNQ will provide, for the relevant period covered by the applicable LYNQ Premium Support Service fees, the following software support services:

- (a) Self Service support via the online support portal where the user can:
- keep up to date with software changes in “What’s New”
  - see important information relating to future releases of the software
  - access to documentation including user and training guides
  - search the knowledgebase
  - see frequently asked questions
  - access the video library
  - view details of any customisation and/or modification applied
  - download the software
- (b) Service Desk supplying technical support to the Licensee during LYNQ’s normal working hours to assist the User in the use of the Software. This support will be provided remotely by telephone or e-mail. Supply by e-mail will receive priority. Incident response times are as detailed in the Appendix (Incident Response Times).

### **3.3 Remote Assistance**

LYNQ will provide, for the relevant period covered by the applicable LYNQ Premium Support Service Fees, the following remote assistance services during UK office hours:

- (a) Assistance with Software upgrades and/or applying updates within UK office hours.
- (b) Assistance with troubleshooting and diagnostics as required to support targeted incident response times as detailed in Appendix - Incident Response Times.

Additional charges may apply for remote assistance that is required by the Licensee outside of UK office hours

### **3.4 Customer Success Management**

LYNQ will provide, for the relevant period covered by the applicable LYNQ Premium Support Service Fees, the following customer success management services:

- (a) Creation and ongoing maintenance of a Customer Success Plan to:
- Increase tangible and intangible benefits through optimised use of the Software
  - Increase user experience and satisfaction through adoption of the latest product features
- (b) Monitor and provide advice relating to data validation and usage readings to optimise user experience, performance and return on investment.

### **3.5 Out / Change of Scope**

- (a) All services performed by LYNQ, or an authorised representative of LYNQ, not covered by Premium Support Services and which are requested by Licensee, including but not limited to visits to the Location, assistance with any Software installation, training of User staff or additional support services, shall be chargeable to Licensee upon the provision of services at LYNQ’s standard rates for the time spent by the personnel in performing such services (including any travel time to and from any Licensee location where services are provided), together with any incidental expenses reasonably incurred. Charges for these services shall be due upon invoice. LYNQ reserves the right to add a late charge not exceeding 1.5% per month, or fraction thereof, for failure to make payment within 30 days of the invoice date.
- (b) The scope of LYNQ Premium Support Services may be changed by LYNQ at any time upon three (3) months written notice.

## **4. LICENSEE RESPONSIBILITIES**



- 4.1 Licensee shall continue to pay all LYNQ Premium Support Service fees (if applicable) in accordance with the Agreement and payment terms as detailed in the Order Form.
- 4.2 Licensee shall deploy software on servers and/or client devices that meet minimum hardware and software requirements specifications as detailed in LYNQ System Requirements found at <https://lynqmes.com/resources/>
- 4.3 Licensee shall submit all incidents via the then current LYNQ support infrastructure as made available by LYNQ from time to time via updates, upgrades or add-ons.
- 4.4 Licensee shall provide and maintain remote access via the technical standard procedure as defined by LYNQ and grant LYNQ all necessary authorisations, in particular for remote analysis and issues as part of incident handling. Such remote access shall be granted without restriction regarding the nationality of the LYNQ employee(s) who process incidents or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in incident handling and the provision of corrections, or may render LYNQ unable to provide help in an efficient manner.
- 4.5 Licensee shall, at no charge, cooperate fully with LYNQ's provision of maintenance services and, where a Defect is concerned, provide LYNQ with all relevant information collected by a user with respect to the Defect. If a Defect for which correction is requested by the user is found to be caused by a Non-Programming Error, then LYNQ may charge User for any such investigative or corrective action on a time and material basis at LYNQ's then current rates.
- 4.6 Licensee shall make available free of charge to LYNQ and/or its authorised representative(s) all information, facilities and service reasonably required by LYNQ and/or such authorised representative(s) for the performance of its/their obligations under this Agreement.

## **5. PRICE AND PAYMENT**

LYNQ Premium Support Services are included with Subscription (non-perpetual) licensing models and charged annually at twenty-five (25) percent of the current software list price for Lifetime (perpetual) licensing models as LYNQ Premium Support Service fees. Fees shall be paid annually in advance according to the price and payment terms detailed in Section 4 of the Software License and Support Agreement and shall be specified in Order Forms under the Agreement.

## **6. TERMINATION**

LYNQ Premium Support Services are mandatory with Subscription (non-perpetual) licensing models. LYNQ Premium Support Services may be terminated with Lifetime (perpetual) licensing models by either party with three (3) months' written notice (i) prior to the end of the Initial Term and (ii) thereafter, prior to the start of the following renewal period. Any termination provided in accordance with the above will be effective at the end of the then-current LYNQ Premium Support Services period during which the termination notice is received by the respective party. Notwithstanding the forgoing, LYNQ may terminate LYNQ S Premium support Services after one (1) month's written notice of Licensee's failure to pay LYNQ Premium Support Service fees.

## **7. REINSTATEMENT**

In the event Licensee elects not to commence LYNQ Premium Support Services upon the first day of the month following initial delivery of the Software, or declined by the Licensee for some period of time, and is subsequently requested or reinstated, LYNQ will invoice Licensee the accrued LYNQ Premium Support Service fees associated with such time period at the then current software price list plus a reinstatement fee.

## **8. PERSONAL DATA PROCESSING**

The parties agree to the of the then current Personal Data Processing Agreement for LYNQ Support and Professional Services ("DPA") found at <https://lynqmes.com/agreements/> apply to Support Services and any other professional services LYNQ may provide to the Licensee.

**GLOSSARY OF TERMS**

**“Agreement”** means the agreement as defined in the Software Order Form.

**“Defect”** means a reproducible programming error, malfunction or defect in the Software, other than a Non-Programming error, that causes the operation of the Software to not substantially conform to the functional specifications in the Documentation, and that significantly affects the performance in accordance with those specifications. An error, malfunction or defect is “reproducible” if LYNQ can reproduce and verify the reported error, malfunction or defect using specific input data and other conditions, as reported by User to LYNQ, which generated the reported error, malfunction or defect.

**“Documentation”** means LYNQ's then-current technical and/or functional documentation which is delivered or made available to Licensee with the Software under this Agreement.

**“Initial Term”** means the first twelve (12) month period following conclusion of Agreement.

**“Lifetime”** means the perpetual rights to use the software after the term of the Agreement.

**“Modification”** means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customises, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of LYNQ data structures; or (iii) any other change to the Software (other than an Add-on) utilising or incorporating any LYNQ Materials (defined below).

**“Non-Programming Error”** means any error, defect or malfunction in any Software caused by: (a) hardware used with or by the Software; (b) interference by any user or any third party software; (c) modification or alteration of any Software by persons other than LYNQ; (d) the negligence of User, or accident or misuse; (e) failure to provide a suitable installation environment; (f) use of Software on any system other than a supported system; (g) user supplied data which does not comply with Software formats; or (h) operator error, inexperience or any other cause which is not inherent in the Software.

**“Software”** means (i) any and all software products licensed to Licensee under this Agreement as specified in Software Order Forms hereto, all as developed by or for LYNQ and/or any of their affiliated companies and delivered to Licensee hereunder; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to LYNQ Support or warranty obligation and (iii) any complete or partial copies of any of the foregoing.

**“Software Order Form”** means the order form for the Software, Third Party Software and related LYNQ Support ordered by Licensee thereunder, including information on Software, Third Party Software, LYNQ Support, fees, and other information necessary for the delivery of such items to Licensee.

**“Subscription”** means the non-perpetual rights to use the software during the term of the agreement secured by periodic payments.

**“Premium Support Service Fees”** means the annual fees that must be paid in advance to secure the provision LYNQ Premium Support Services for the software licensed under the Agreement. These fees are charged at twenty-five (25) percent of the current software list price for Lifetime licensing models.

### APPENDIX - INCIDENT RESPONSE TIMES

The following targeted incident response times apply during UK office hours (Mon-Fri, excluding UK bank holidays). While there is no guarantee, LYNQ will use best endeavors to respond to Level 1 (Critical) and Level 2 (High) within the Customer time-zone to ensure continuity of service.

Level	Description	Definition	Target response time
1	Critical	<p><b>CRITICAL BUSINESS IMPACT</b></p> <p>Customer's production use of LYNQ software has stopped working or is so severely impacted that the customer cannot reasonably continue work.</p> <p>For Severity Level 1 problems, LYNQ will begin work on the problem within 1 hour of notification and handle as the highest priority until the customer is given a fix or a workaround.</p> <p>Severity Level 1 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• System hang or crash situations</li> <li>• Data loss or data corruption</li> <li>• Critical delivered functionality not available</li> </ul>	<p><b>Premium 1 hour</b></p> <p><b>Standard 1 hour</b></p>
2	High	<p><b>SIGNIFICANT BUSINESS IMPACT</b></p> <p>Important product features are unavailable with no acceptable workaround. Customer's implementation or production use of LYNQ software is functioning with limited capabilities or is unstable with periodic interruptions. The software may be operating but is severely restricted.</p> <p>Severity Level 2 problems could have the following characteristics:</p> <ul style="list-style-type: none"> <li>• Product error or failure forcing a restart or recovery</li> <li>• Severely degraded performance</li> <li>• Functionality unavailable but the system is able to operate in a restricted fashion</li> </ul>	<p><b>Premium 2 hours</b></p> <p><b>Standard 4 hrs</b></p>
3	Medium	<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>Premium 8 hours</b></p> <p><b>Standard 24 hrs</b></p>
4	Low	<p><b>ONE USER 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>Premium 24 hours</b></p> <p><b>Standard 48 hrs</b></p>