

CB MANAGED HOSTING TERMS

1. DESCRIPTION

These CB Managed Hosting Terms ("Hosting Terms") is entered into for the purpose of the Master Agreement concluded between the parties as applicable and as amended from time to time or other written or electronic agreement between CB and Customer ("Master Agreement").

These Hosting Terms represent the 'Gold' category for service provision, except where the enhanced 'Platinum' category is indicated, which can be added at a later date.

2. DEFINITIONS AND INTERPRETATION

The following words and expressions shall have the following meanings. Any capitalised terms not otherwise defined here will have the meaning specified in the Master Agreement.

"Availability"	Means such times during Service Hours where the Customer's production environment is available i.e. not being subject to an Outage. The % availability calculation formula, measured over the relevant calendar month, is as follows (where "A" = Availability, "T" = the total Service Hours in the relevant calendar month, "O" = Sum of Outages): $A = (T - O) \times 100\% / T$.
"Business Day", "BD"	means Monday to Friday each week excluding UK public holidays.
"Business Hours", "BH"	means 09.00 hours to 17.30 hours on Business Days.
"Clock-Stop Events"	means elapsed time (a) during Scheduled Downtime or installation of Critical Resolutions or Proactive Changes, (b) waiting for necessary and requested response, input, assistance, or approval from the Customer upon which CB's performance depends.
"Critical Resolution"	means any Resolution addressing Security Vulnerabilities (having a total score of 9.0 or higher using the base metrics under the latest published version of the Common Vulnerability Scoring System standard) or critical operational issue(s).
"Defect"	means an Outage or any material defect, error or other identified event impacting the performance or causing a substantial failure of the Hosting Services.
"Fees"	means the charges set out in the applicable Order payable to CB by Customer in respect of the provision of the Hosting Services.
"Hosting Platform"	means the computer hardware and operating system.
"Hosting Platform Vendor"	means a third-party datacentre vendor, as shown in the Specification in the applicable Order, from which CB operates the platform. Subject to prior agreement in writing with the Customer, CB may choose to change this specific vendor, with no degradation of service to the Customer. No costs for any such move will be passed to the Customer.



CB MANAGED HOSTING TERMS

“Hosting Services”	means the services CB will provide, as specified in these Hosting Terms, being the provision of the Hosting Platform and associated managed services for Customer’s access and use of the Software ordered by the Customer, during the applicable Service Hours. The Hosting Services do not include provision of implementation, development, software support and maintenance or other consultancy or professional services.
“Outage”	means the elapsed net-resolution time during which it is not possible to log-in to the production environment by any user, as verified by CB or the Hosting Platform Vendor from automated health monitoring and system logs, due to a failure in the Hosting Platform. The duration of an Outage is measured during Service Hours on a net-resolution time basis from which the accumulated time for all Clock-Stop Events related to the Outage will be deducted, until the Outage has been temporarily or permanently resolved. If a temporary fix is required, the subsequent permanent fix will be performed during Scheduled Downtime.
“Places”	‘Build Place’ - a preparation area for accessing IFS Software updates and releases, managing version controlled CRIMs and preparing deliveries for the use-place. ‘Use Place’ - the customer area where the IFS Software is run and will include both production and non-production environments.
“Proactive Change”	means proactive change reasonably deemed necessary by CB to preempt any Priority 1 or 2 Defects based on available monitoring and critical vulnerabilities information.
“Releases”	means a version of the IFS Software designated by IFS as a “release” and made available for general commercial distribution typically containing new functionality, a cumulative set of fixes and improvements, as well as potential architectural changes.
“Resolution Plan”	is the plan of activity to achieve resolution of the Defect.
“Response Time”	is the elapsed time taken from receiving a Support Ticket, or in the case of an automatically detected Defect, from the time of its detection to the initial response by CB. This response may result in the resolution of the Defect logged or may form the basis for determining what additional actions are required to achieve resolution of the Defect.
“Scheduled Downtime”	means any period of scheduled maintenance used to perform any necessary changes and updates where CB will take all reasonable measures to obtain Customer’s agreement before undertaking such work and will be scheduled where possible to be outside of Customer working hours. Scheduled Downtime comprises: (i) planned and scheduled maintenance periods, as notified by CB from time to time with reasonable notice; (ii) where necessary, scheduled additional maintenance windows, as agreed with Customer, to implement Customer-approved changes of the Hosting Services; and (iii) Hosting



CB MANAGED HOSTING TERMS

Platform maintenance operations and (iv) deployment of fixes, updates and releases to the Customers environment.

"Security Vulnerability"	means a weakness in software code, a product or a system that leaves it open to the potential for exploitation in the form of unauthorized access or malicious behaviour.
"Service Hours", "SH"	means the service hours purchased by the Customer in the applicable Order.
"Service Levels"	means the service levels set out in sections 4.4 and 5.9 below.
"Software"	means the IFS Software and/or CB Apps Software.
"Support Ticket"	means a Customer request for support initiated by the Customer through the CB Ticket Portal.
"Ticket Portal"	means the CB ticketing system where Customer's nominated contacts will submit Support Tickets.
"Updates"	means a cumulative set of fixes and improvements for a release. Updates are compatible with a specific release of the Software as designated by IFS and/or CB and released in accordance with their release schedule as applicable from time to time.
"Workaround"	means reducing or eliminating the impact of a Defect for which a full resolution is not yet available, normally in agreement with the Customer. For Priority 1 and 2 Defects a workaround would mean a solution where the Defect is no longer Priority 1 or 2.

3. TERM

The Hosting Services will be provided for a term as indicated in the applicable Order.

4. DEFECTS REPORTING

4.1 CB will provide a Ticket Portal for up to a maximum of two (2) named personnel of the Customer to submit Support Tickets, regularly monitored by CB during Service Hours. Except for automatically detected Defects (for which CB will create the Support Ticket), a Defect must always be registered as a Support Ticket in the Ticket Portal before CB can commence any work in regards thereof.

4.2 Following receipt of a Customer Support Ticket regarding a potential Defect, CB will carry out initial fault diagnosis and where possible provide recommendations for corrective action or a Workaround. CB undertakes to commence investigation of the Defect within the time scales indicated below as per the following Defect classifications, where such classifications are normally agreed with the Customer, but ultimately decided at CB's sole discretion, with CB acting reasonably in all cases.

4.3 Defect Classifications

LEVEL

Priority 1

Critical/Service down.

DESCRIPTION

The applicable instance is unavailable and causing significant proven negative business impact, and no workaround is immediately available.



CB MANAGED HOSTING TERMS

Priority 2 High/Service degraded.	The Applicable Instance is operational, but with a severely reduced level of service. No sensible workaround is immediately available.
Priority 3 Moderate/Service warning.	The Applicable Instance is operational at, or close to, a normal level of service, but is at risk of failure or with a productivity issue that causes inconvenience. A sensible workaround might apply.
Priority 4 Low/Routine.	Any incident with insignificant or no operational impact on service performance but which requires routine effort to effect resolution.
System Recovery Business continuity plan (Platinum only)	Joint decision by the Parties to activate business continuity failover plan to a dedicated System Recovery Platform.

4.4 Service Levels

<u>DEFECT CLASSIFICATION</u>	<u>RESPONSE TIME</u>	<u>RESOLUTION PLAN</u>
Priority 1	1.0 Service Hours	4.0 Service Hours
Priority 2	4.0 Service Hours	16.0 Service Hours
Priority 3	8.0 Business Hours	2 Business Days
Priority 4	2.0 Business Days	5 Business Days
System Recovery (Platinum only)	1.0 Service Hours	2 Service Hours

5. HOSTING SERVICES

The Hosting Service is a service provided by CB and its approved third parties, enabling CB to host the Customers use of the Software in the hosted data centres. The Hosting Services shall comprise of:

5.1 Infrastructure

- 5.1.1 Facilitating network connectivity into the Hosting Platform (excluding for the avoidance of doubt Customer's network connectivity into the Hosting Platform).
- 5.1.2 Monitoring and management of the Hosting Services and agreed environments. The Customer may be granted access to the Hosted Platform monitoring tools to OS level.
- 5.1.3 Provision of CB Hosting Services availability information generated through monitoring tools.
- 5.1.4 Monitor and manage the Hosting Services infrastructure (both production and non-production), this includes Always On Real-Time Monitoring Datto RMM monitors all of the data centre devices in real-time servers, VMs, ESXi, and data centre network appliances. Within these devices hardware, disk space, resource, heat, fault finding & resolution, capacity warning, patch management, malware scanning, process alerting, windows log alerting, IFS/Windows process monitoring.
- 5.1.5 Monitor and act on alerts sent from monitoring system and Support Tickets (Defects).
- 5.1.6 Execute and manage environment re-sizing upon customer requests and per 5.6.
- 5.1.7 Incident and problem management services on production environment for the purchased Support Hours.
- 5.1.8 Provide proactive capacity management services.
- 5.1.9 Provide security mechanisms which include IPS (Intrusion Protection systems), DDOS (Distributed Denial of Service), antivirus and malware protection.
- 5.1.10 Data encryption both at rest and in transit.
- 5.1.11 Business continuity measures, including:
 - a) Failover to standby of IFS production environment within separate locations of the Data Centre.
 - b) Server offsite failover to Azure System Recovery (Platinum only).



CB MANAGED HOSTING TERMS

- c) Oracle RMAN backup for IFS data entry protection.
 - d) Carrier independent data centre on private cloud.
 - e) Server and data backup and validation, repair and restoration.
- 5.1.12 Server Image Backups with a retention of seven (7) days for the production environment.
- 5.2 Installation and Deployments
 - 5.2.1 Installation and initialization of the Software and Hosting Platform.
 - 5.2.2 Provide and install security updates for Microsoft Windows and security device.
- 5.3 Database
 - 5.3.1 Provide incident and problem management services on production environment in accordance with the Service Hours purchased in the applicable Order.
 - 5.3.2 Proactive Monitoring, incident and issue investigation and resolution services during Service Hours.
- 5.4 Environment Recovery Procedures

In the event of an Outage that requires full or partial restoration of the production environment, CB shall use reasonable commercial endeavours to restore the environment or its content, as appropriate, from offline media as of the most recent backup, yielding the applicable Recovery Point Objective (RPO), with the objective to return the primary site to full operational availability within the applicable Recovery Time Objective (RTO), as shown in the Specification.
- 5.5 Timing of Installations and Deployments

Installation of fixes, updates and releases will normally be performed during Scheduled Downtime, except in regard to Proactive Changes and Critical Resolutions where installation may be unscheduled. Both Proactive Changes and Critical Resolutions will be agreed with the Customer, providing the Customer makes available contact details during Service Hours. If contact or agreement cannot be made, CB will act reasonably and in consideration of business impact before making such a change.
- 5.6 Environment configuration

The Hosting Services for IFS Software are provided based on resources and capacity for the environment configuration to provide performance and response times in accordance with IFS benchmarking and sizing guides associated with the agreed use level and other applicable restrictions and bandwidth requirements shown in Annex 1 below. CB is responsible for monitoring, planning and advising the Customer of required changes to environment configurations, including any additional capacity required. The Customer is responsible for reviewing and approving such changes that bear a cost impact before such change is made.
- 5.7 Personnel

CB warrants that CB Hosting Services will be performed in a professional manner by qualified personnel.
- 5.8 Review

Both parties will facilitate a quarterly review meeting.
- 5.9 Service Levels

The Availability target is 99.5% per production environment.
- 6. CUSTOMER RESPONSIBILITIES**
- 6.1 Customer will:
 - 6.1.1 provide a list of up to a maximum of two (2) named personnel who will log all Support Tickets relating to the Support Services via the CB Ticket Portal provided to Customer;



CB MANAGED HOSTING TERMS

- 6.1.2 provide any pertinent information related to the purpose of the Support Ticket including any diagnostic steps taken;
 - 6.1.3 provide CB with access and use of all relevant information that is reasonably required for CB to perform the Support Services; and
 - 6.1.4 ensure that the named personnel who log calls are familiar with the ERP Solution to a level suitable to assist with the support processes.
- 6.2 Customer is responsible for day-to-day functional administration and usage of the Hosting Platform, including but not limited to the following:
- 6.2.1 Configuration and management of Customer on-site routes/firewalls used to establish VPN or other connectivity;
 - 6.2.2 Configuration and management of software (if any) installed on site with Customer (such as on-site print agents);
 - 6.2.3 Installation, configuration, and maintenance of any software on end-user machines;
 - 6.2.4 Managing content within the ERP Solution;
 - 6.2.5 Internal Customer case/problem management; internal Customer co-ordination of Defect reporting to CB in accordance with these Hosting Terms;
 - 6.2.6 Print manager configuration
 - 6.2.7 Functional use of the ERP Solution, including integrations.

7. ESCALATION

Customer shall be entitled to escalate within CB's organisation if it is not satisfied, in its reasonable judgment, with CB's performance to the Service Levels. CB shall provide names and contact information for escalation. CB's designated representatives for escalation shall respond to Customer's initial complaint within a maximum of one (1) hour for Priority 1 Defects and four (4) hours for all other Defect classifications.

8. DISCLAIMER

- 8.1 Provision of the Hosting Services does not imply any guarantee or representation that CB will be able to assist Customer in achieving any results from the Software other than those forming part of the specification for the Software.
- 8.2 In the event Customer is not using a release of the IFS ERP Software supported by IFS, and a Defect is caused by IFS ERP Software, CB will use all reasonable endeavours to continue to support the Customer and provide the Hosting Services, subject to the restrictions placed on CB and Customer by IFS. In this situation the SLA would be on all reasonable endeavours.
- 8.3 The fees for the Hosting Services shall not include the correction of any Defects arising from the following (the "Excepted Services"):
 - 8.3.1 improper or incorrect use, operation or operator error by Customer;
 - 8.3.2 any fault in any software or hardware used by Customer which interacts or interoperates with the Hosting Platform or in any programs used by Customer in conjunction with the Hosting Platform;
- 8.4 Customer may request CB to provide the Excepted Services. If CB agrees to do so then the current daily rate for technical consultancy between the Customer and CB will be used.



CB MANAGED HOSTING TERMS

ANNEX 1

The following is the IFS recommendation for Bandwidth requirements that the Customer is required to deploy.

Frequent Users	Requirement IFS Aurena Client kbps without logon	Requirement IFS Aurena Client kbps including logon
1	128	1536
5	128	1536
15	256	1536
25	256	1536
50	384	1536
75	512	3072
100	512	3072
150	768	4608
200	1024	6144
300	1536	9216
400	2048	10752
600	3072	16896
800	4096	21504
1000	5120	26112

Note. All user logons are distributed over one hour, for the specific number of users.

###END###

