



**Worldwide**

## **Support Policies**

**(Direct Customers)**

**Effective from 1<sup>st</sup> July 2019**

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## 1. INTRODUCTION

- 1.1. Myst Software's goal in providing Support Services is to enable its Customers to maximise the benefits they receive from using Myst Software's Software, by quickly and professionally responding to any issues that are raised.
- 1.2. These Support Policies describe the Support Services that Myst Software offers its direct Customers for all Myst Software Software on a global basis. Support Services for channel partners are described in a separate document.
- 1.3. These Support Policies form part of the Customer's Agreement with Myst Software, and may be updated from time to time. Updated versions of the Support Policies will be posted on our website, including in the support section <https://rubiconred.freshdesk.com>. Please visit our website regularly to ensure that you have the latest version of our Support Policies.
- 1.4. If you have any comments on our Support Policies please send your feedback to [info@mystsoftware.com](mailto:info@mystsoftware.com).
- 1.5. Any capitalised terms in these Support Policies are defined at the end of this Support Policy document or have the same meaning as the defined terms in your Agreement with us.

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## 2. OVERVIEW OF SUPPORT

- 2.1. Support Services will be provided in the English language in respect of Functionality Issues that can be demonstrated to exist in an unaltered version of the Software operating in a currently supported Technical Environment.
- 2.2. Support Services include support desk assistance for Functionality Issues and the right to receive Updates and New Releases.

### **Support Desk**

- 2.3. Support for Functionality Issues in the Software is provided via access to our support desk during the Support period as set out in the Agreement. The Customer may raise unlimited Service Requests (SRs) to the support desk during the Support period for any Functionality Issue.

(a) **Issues Logged on-line and web based support**

The Customer's Caller Manager may raise an SR via the web based support desk system. The web based support desk system enables the Caller Manager to:

- (i) raise and log SRs;
- (ii) track SRs;
- (iii) have access to a knowledge base of frequently asked questions (**FAQs**);
- (iv) view the progress of any of the Customer's SRs; and
- (v) run pre-defined reports relating to the Customer's SRs.

(b) **Caller Managers**

The Customer must ensure that it has at least two Caller Managers who will provide first line support. The Caller Managers may be technical personnel or 'super users' who have been certified by Myst Software (which may involve taking Myst Software training courses) as sufficiently competent in the use of Myst Software's Software to be a liaison with the Myst Software support desk. Caller Managers must also be knowledgeable about the Customer's own hardware, software, networking and business environment in which the Software operates. Caller Managers will be given access to Myst Software's support desk system software to raise, log, view, track and run reports on the Customer's SRs.

These Caller Managers must provide first line support, including

- (i) acting as the single point of contact for all of Customer's users;
- (ii) dealing with basic 'user' issues, troubleshooting and general technical and business advice about the performance, functionality and operation of the Software in the user's hardware, software and networking and business environment;
- (iii) being the sole liaison between Myst Software support desk staff and the Customer. Unless requested by Myst Software, Myst Software will not deal directly with end users, Myst Software will only deal with Caller Managers;
- (iv) replicating any error in the unmodified version of the Software in the supported Technical Environment prior to raising an SR with Myst Software;

- (v) initial diagnosis of Functionality Issues. If after using reasonable efforts to diagnose and resolve a Functionality Issue, the issue remains unresolved, then the Customer may raise an SR with Myst Software;
- (vi) downloading, installing and testing patches, workarounds, Updates and New Releases in a non-production environment of the Customer;
- (vii) installing tested patches, workarounds, Updates and New Releases in the Customer's production environment.

(c) **Prior to Logging SRs**

Prior to logging any SR by web the Customer's Caller Manager must:

- (i) be able to reproduce the error in an unmodified version of the Software operating in a supported Technical Environment;
- (ii) make reasonable attempts to resolve the issue first, including by consulting the Software online help, any Documentation and Myst Software's knowledge base of support related issues;
- (iii) provide details of the Software installed, including the version number, hardware platform and operating system details; and
- (iv) provide details of any error message.

(d) **Setting Severity Levels**

Where the Customer raises the SR by the web, the Customer shall determine the Severity Level for the SR, using the following defined terms.

**Severity 1** means the Software is not functioning in accordance with the Documentation and the Customer cannot perform its core business and no work around is available.

**Severity 2** means the Software is not functioning in accordance with the Documentation and this is affecting:

- (a) the Customer's ability to perform core business but a work around is available; or
- (b) the Customer's ability to perform non-core business and no work around is available.

**Severity 3** means:

- (a) the Software is not functioning in accordance with the Documentation which is affecting a minor presentation feature;

- (b) any other minor error in the Software; or
- (c) there is an error in the Documentation.

**Severity 4** means any SR that is not a Functionality Issue, e.g. a feature request.

The Severity Level set by the Customer may be reassessed and modified by Myst Software with the approval of the Customer as the problem is addressed.

Notes:

- A: The Severity Level will be lowered if the Customer is not prepared to have a Caller Manager available to assist with installing patches or workarounds or providing information during the same times when Myst Software is committed to work on problem resolution. E.g. if Myst Software is committed to work 24 x 7 on a Severity 1 issue then the Customer must have its Caller Manager available 24 x 7 to assist. If not the Severity Level will be reduced.
- B: If the Customer does not provide remote access to the Software (as set out in section 7) then all Severity 1 and 2 SRs will be dealt with as Severity 3.

### 3. SERVICES LEVELS

#### (a) Target Response Times

Myst Software will use reasonable efforts to meet the following target times when responding to and resolving any Functionality Issue.

FUNCTIONALITY ISSUE	TARGET RESPONSE TIME	TARGET RESOLUTION TIME
Severity 1	Within 120 minutes	Within 1 Business Days
Severity 2	Within 1 Business Day	Within 5 Business Days
Severity 3	Within 3 Business Day	Within 10 Business Days
Severity 4	Within 7 Business Days	N/A

For the purpose of this table the calculation of the Service Levels shall be measured as follows:

**Business Day:** A Severity 1 Functionality Issue that is received by Myst Software at say 10.45 am will be met if Myst Software acknowledges the issue and commence working on the issue (denoted as "Active" in the Myst Software support desk system) by 10.44 am on the following Business Day.

**Target Response Time** is the time taken by Myst Software from receipt of SR for a Functionality Issue to acknowledge the issue and commence working on the issue (denoted as "Active" in the Myst Software support desk system).

**Target Resolution Time** is the time taken by Myst Software to provide a resolution, including a temporary workaround, to the Functionality Issue that is raised on the SR calculated from the time that the issue is logged into the Myst Software support desk system until the time that Myst Software either issues a resolution to the Customer, including a temporary workaround, for the Customer to install, or installs a resolution, including a temporary workaround, such issue is denoted as "Resolved" in the Myst Software support desk system. The resolution may not be permanent, and may be superseded by a fix that is issued as part of an Update or New Release at a later date.

Note: If Myst Software is unable to speak to a Caller Manager to address a Functionality Issue the SR will be deemed "Resolved" for the purpose of the Target Response Time, and the SR will be allocated the status "Deferred" in the Myst Software support desk system.

Note: Where the Resolution of Functionality Issue is depended upon a third party (e.g. Oracle) providing a resolution/workaround to a defect in the third party's software or hardware, then the Myst Software cannot commit to any Target Resolution Time, but will use reasonable efforts to liaise with the third party to facilitate a timely resolution.

(b) **Escalation Process**

If an Issue is not resolved within the target response time for resolution then SR will be escalated to a more senior member of the Myst Software support staff, who is then responsible for monitoring the SR and getting it resolved in a timely manner.

(c) **How Myst Software Works on Functionality Issues**

- (i) Myst Software will work on any Severity 1 Functionality Issue on a 24 x 7 basis provided time is being used productively, provided that the Customer's Caller Manager is available during the same period.
- (ii) Myst Software is not liable for a failure to meet a Target Response Time or a Target Resolution Time on any particular occasion, as these are targets only and not absolute obligations.
- (iii) It will not be deemed a failure to meet a Target Service Level where the failure arose as a result of:
  - A. an event that was beyond the reasonable control of Myst Software;

- B. the Customer failing to meet any of the Customer's responsibilities or obligations;
- C. the Customer not following Myst Software's instructions.

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#### **4. UPDATES AND NEW RELEASES**

- 4.1. All supported Customers are eligible to receive Updates and New Releases if and when they are generally available from Myst Software during the support period as set out in the Agreement. Myst Software will notify its supported customers of any New Release of the Software, and will place a notice on the support pages of Myst Software's website of any Updates that may become available. Myst Software will either deliver the Update or New Release to the Customer, or make it available to the Customer by download from the download centre on the support website pages. [Note. Physical delivery may not be available in all countries. Please see your Agreement].
- 4.2. Myst Software will also make available to the Customer with any release notes that it makes available for Updates and New Releases.
- 4.3. The Customer is responsible for installing (and downloading, if applicable) any Update or New Release, at its own cost. Myst Software would be pleased to install any Update or New Release separately through the provision of consulting services on Myst Software's terms, conditions and fees for consulting services.
- 4.4. Myst Software will use reasonable efforts to ensure that any Update is binary compatible with the New Release of which it is a part. E.g. if the current version of the Software is v 2.1.0.0, then all Updates numbered v 2.1.x.x, will be binary compatible with v 2.1.0.0.
- 4.5. Myst Software does not guarantee that any Update or New Release will be compatible with:
  - (a) any Customer modifications or interfaces;
  - (b) any prior major version of the Software (where a major version is a version of the Software which is defined by its first integer to the left of the decimal point (e.g. v 2.3.1.4.), or with the first integer to the right of the decimal point e.g. v 2.3.1.4.);
  - (c) a version of any third party software, including Oracle and Java, that is not included in the Technical Environment in section 8;
  - (d) any open source code.
- 4.6. Myst Software is not under any obligation to create any future programs or functionality.

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#### **5. END OF LIFE POLICY**



- 5.1. Myst Software will ensure that Support Services are available for the major version of the Software Services that is the then current release of the Software [e.g. v 2.2.x.x], and will offer Support (during the support period as set out in the Agreement) for the previous version of the Software [e.g. v 2.1.x.x or v 1.x.x.x] for a period of 180 days from the date that the major version [e.g. v 2.2.x.x] was made generally available to its supported customers. Thereafter Support Services may be available only by prior separate written agreement, and may be subject to different or no service levels, technical restrictions and different pricing.
- 5.2. If Oracle or Java ceases to offer standard support for a version of their software program then Myst Software is no longer obliged to provide Support Services for any Myst Software Software that interfaces or operates with that version of the Oracle of Java software program.

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## 6. OUT OF SCOPE ITEMS

- 6.1. Myst Software shall have no obligation to provide Support Services:
  - (a) in respect of any Software which has not had any Update or New Release installed within 90 days from the date of general release of the relevant Update or New Release to supported customers;
  - (b) to any adaptations, translations or derivative works made to the Software; or
  - (c) for any Trial, Oracle Software or open source code.
- 6.2. Myst Software shall have no obligation to provide Support Services where the defect arises from:
  - (a) use of the Software with a version of Oracle Software for which standard production support is not available from Oracle Corporation or its Affiliates;
  - (b) misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by Myst Software), including failure or fluctuation of electrical power;
  - (c) failure to maintain the necessary environmental conditions for use of the Software;
  - (d) use of the Software in combination with any equipment or software other than the Technical Environment;
  - (e) relocation of the Software to any place other than the location of original installation, without Myst Software's prior written consent;
  - (f) any breach of Customer's obligations under the Agreement;

- (g) having the Software maintained by a third party; or
  - (h) user error.
- 6.3. If it is necessary for Myst Software to attend the Customer's premises to provide Support Services, or Myst Software determines that the work it performed in relation to a logged issue was caused by any of the items in section 6.2, then the Customer must pay for such work at Myst Software's then current fees and charges as well as any expenses incurred by Myst Software in performing such work and travelling to the Customer's premises.

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## 7. CUSTOMER RESPONSIBILITIES

- 7.1. The following items must be provided by the Customer in order for Myst Software to be able to provide Support Services efficiently. Myst Software's ability to meet the Target Response Times and Target Resolution Levels is dependent upon the Customer meeting its obligations under this section.
- 7.2. The Customer must:
- (a) provide high speed remote access to the Software on a 24 x 7 basis;
  - (b) allow the use of any tools that Myst Software makes available to assist in Support Services, including web conferencing and tools that provide Myst Software engineer's with the ability to remotely see and control your computer. Myst Software will seek consent on each occasion it seeks to use these remote access tools;
  - (c) provide a non-intrusive test environment (NITE) for Myst Software and the Customer to test any patches, bug fixes or Updates, prior to the Customer installing them into the Customer's environment.
- 7.3. The Customer must maintain any third party software to which the Myst Software Software interfaces at a version for which the licensor provides standard production support. Myst Software may require the Customer to upgrade its support with third party software where it is necessary for Myst Software to continue to provide standard Support Services in accordance with this Support Policy.

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## 8. TECHNICAL ENVIRONMENT

### Third Party Operating Systems and Software Programs

- 8.1. The Software operates with, and interfaces with, many different third party operating systems and software programs. A list of the Software that Myst Software has tested as being compatible with third party operating systems and software programs can be found by following this link <https://www.mystsoftware.com/supported-platforms>. Myst Software

disclaims any responsibility as to whether the Software will operate with any software programs that not included in this list.

- 8.2. As software vendors are constantly updating their technology and ending support for older versions, Myst Software will update these details on a regular basis.

### **Open Source Code**

- 8.3. Myst Software's Software includes open source code which is licensed by its copyright owners under their open source licenses. Myst Software is not responsible for open source code and does not provide Support Services in relation to it. Where Myst Software has used open source code that is licensed subject to a license that is generally regarded as a "copyleft" license, Myst Software confirms that it has only used an exact copy of the open source code, and not any modification or adaptation that would be subject to the "copyleft" licensing provision of the open source licence.
- 8.4. A list of the open source code that is included with certain Software and their open source licenses can be found by following this link <https://www.mystsoftware.com/open-source-licensing-information>. Myst Software will update these details on a regular basis.

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## **9. TERMS AND CONDITIONS**

- 9.1. These Support Policies are subject to the terms and conditions of the Agreement between the Customer and Myst Software.
- 9.2. Support Services will be provided only for Myst Software Software that is properly licensed and is subject to a valid Agreement that includes Support Services during the period in which the Support Service is provided.
- 9.3. The Customer acknowledges that all errors or defects in the Software and Documentation may not be remedied.
- 9.4. Support Services should be acquired on a continuous basis. If the Customer ceases to have Support Services for the Software and subsequently wants to re-instate Support Services, then Customer must pay Myst Software's then current support re-instatement fee in addition to the then current Fees for Support Services prior to the Support Services being re-instated. The support re-instatement fee is 75% of the Support Services Fees that would have been payable during the period when no Support Services were acquired.
- 9.5. The Customer must not provide Myst Software with any Personal Information when dealing with Support unless it is absolutely necessary in order to enable Myst Software to resolve the SR and Customer has the express information consent of the individual concerned to provide that Personal Information to Myst Software, its Affiliates and their respective contractors, (including consent to transfer that Personal Information to any country in the world) for any use that is connected with the provision of Support Services and/or in a way that is consistent with Myst Software's Privacy Policy (a copy of which is

available on the Myst Software Website). The Customer must never provide Myst Software with any Personal Information that is also classified as “Sensitive” information with the meaning of privacy legislation anywhere in the world.

- 9.6. If Myst Software acquires additional software programs through merger or acquisition activities, then there may be a transitional period during which the Support Services for the acquired software will not be provided in accordance with this Support Policy. Myst Software will issue an updated Support Policy dealing with these issues if this occurs.
- 9.7. For the purpose of this Support Policies the following defined terms are used:

**Agreement** means the contract between the Customer and Myst Software for Support Services into which these Support Policies are incorporated.

**Business Day** means any week day excluding a public holiday in Australia.

**Caller Manager** means the Customer personnel that are permitted to log and deal with SRs, and to access the Myst Software support desk system to view entries and run reports.

**Functionality Issue** means a perceived defect or error in the Software that means that the Software is not operating substantially in accordance with its Documentation, and such defect or error can be reproduced in an unmodified version of the Software operating in a supported Technical Environment.

**Technical Environment** means the operating systems and third party software programs, to the level of the specific versions that Myst Software has tested and certified its Software to be compatible with, as may be updated from time to time in Myst Software’s discretion, all in accordance with this Support Policy.

- 9.8. Other capitalised terms in this document bear the same meaning as in the underlying Agreement between the Customer and Myst Software.