

Standard Support Framework

Effective from 1 September 2022 – 16 June 2026

1. Definitions

A capitalized term not otherwise defined in this Standard Support Framework has the meaning given to that term in the Key Terms and/or Standard Terms. In this Standard Support Framework, unless otherwise specified or the context otherwise requires:

Business Hours means between 8.30am to 6.00pm on a Business Day.

Exclusions means any Incident where it is related to or arises out of any of the following:

- (a) Vista's suspension or termination of the Client's use of the SaaS Service in accordance with the Agreement;
- (b) delays, delivery failures, or any other loss or damage arising out of or in connection with any services, connections, software or hardware provided or managed by the Client (including the On Premise Software) or any third party, including Third Party Providers, including any delays, delivery failures, or any other loss or damage resulting from the implementation or the incorrect configuration or functionality of the Client's or a third party's services, connections, software or hardware, and the transfer of data over communications networks and facilities, including the internet;
- (c) factors outside of Vista's reasonable control, including any Force Majeure Event or internet access or related problems beyond the demarcation point of the SaaS Application. The Client acknowledges and agrees that loss of connectivity to the Cloud Service Providers' services will result in full loss of functionality of the SaaS Application and that Vista will not be liable to the Client in respect of any such loss of functionality;
- (d) the Client or its Representatives acting, or failing to act, otherwise than in compliance with the Documentation or the Agreement;
- (e) the Client's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Vista's direct control);
- (f) routine maintenance and/or back-up of hardware and/or software needed to maintain the SaaS Application in operative condition;
- (g) planned maintenance carried out during a maintenance window advised to the Client by Vista on reasonable notice; and
- (h) emergency maintenance. Vista will carry out any emergency maintenance on such advance notice to the Client as is reasonably practicable in the circumstances. Where advance notice is not able to be provided, Vista will provide notice as soon as reasonably practicable.

Incident means any event which is not part of the standard operation of the SaaS Service and which causes an interruption to, or a reduction in, the operation or performance of the SaaS Service or the SaaS Service not performing its required functions, showing incorrect information, or not operating in accordance with the Documentation, but expressly excluding the Exclusions.

Incident Response Time Objectives means the response time objectives, update frequency objectives, and Resolution timeframe objectives set out in the table in paragraph 5 of this Standard Support Framework.

Resolution means an action that will fix or resolve an Incident, including where a Workaround has been achieved, and **Resolve** and **Resolved** have corresponding meanings.

Workaround means a method of avoiding an Incident, either from a temporary fix or from a technique that means the user is not reliant on a particular aspect of a service that is known to have a problem.

2. Application of Standard Support Framework

This Standard Support Framework does not apply:

- (a) to any applications or services (including On Premise Applications or managed services applications) that are not a SaaS Service;
- (b) to any SaaS Services provided by Vista to the Client in a UAT or sandbox environment, for free, or during a beta or trial period; or
- (c) where the Client is in breach of the Agreement, including where any Fees are outstanding under the Agreement.

For the avoidance of doubt, Vista will have no obligation under this Standard Support Framework to Resolve hardware faults, networking faults, phone system faults, or payment gateway faults or outages or to remove any Malware.

Incident Response

3. Support Issues

The main support issues, and the general guidelines that Vista will use reasonable commercial efforts to operate under for each, is set out below:

Incidents: The Client will log all Incidents through the Support Site. Subject to the terms of this Standard Support Framework, Vista will use reasonable commercial efforts to achieve the Incident Response Time Objectives applicable to the Incident Severity Level of the relevant Incident. Resolution of an Incident may be achieved by way of a Workaround.

Service Requests: The Client would like Vista to assist it to determine whether and/or how to use a SaaS Application to achieve a specific business outcome. The Client should log all service requests on the Support Site. Vista will use reasonable commercial efforts to respond to a service request within five Business Days. The Parties will discuss the development of a solution and the associated Resolution timeframe for service requests which may involve the Parties entering into a Statement of Work. The Client agrees that Vista may charge Professional Services Fees for service requests as agreed in writing by the Parties.

Information Requests: The Client has requested information about the operation or use of a SaaS Application. The Client should log all information requests on the Support Site. Vista will use reasonable commercial efforts to respond to information requests within five Business Days. Vista may respond referencing a manual, knowledgebase article, or clarification of the Documentation.

4. Incident Support

- 4.1 The Resolution timeframe applicable to an Incident in the Incident Response Time Objectives (irrespective of Incident Severity Level) will commence only once Vista has received all information through the Support Site and in sufficient detail to enable Vista to fully understand, and Resolve, the relevant Incident.
- 4.2 Vista's Incident Response Time Objectives are conditional on the Client (including any third party acting on the Client's behalf or instruction):
 - logging all Incidents through the Support Site;
 - clearly identifying in its Incident logs:
 - the name and contact details of the Client's contact person for the Incident; and
 - the relevant Site or Head Office involved in the Incident;
 - analysing the Incident (where possible) thoroughly and providing all relevant trace and error logs (where applicable) through the Support Site;
 - providing all relevant trace and error logs from any third party system (i.e. a payment gateway or website) that is involved in, related to, the Incident through the Support Site;
 - providing a screen capture or detailed description of all error messages received by the Client in respect of the Incident through the Support Site;

- providing a detailed description of all actions taken by the Client (including any third parties acting on the Client’s behalf or instruction) to seek to Resolve the Incident;
 - where the Incident involves a reporting issue, providing a copy of the relevant report, highlighting all of the relevant reporting issues, through the Support Site;
 - ensuring that the internet access to the relevant Site(s) or Head Office is available and operating;
 - using best efforts to Resolve the relevant Incident in accordance with applicable Resolution procedures; and
 - reviewing Vista’s knowledgebase articles, user guides, operations guides, troubleshooting guides, report manuals, and release notes for a solution to the relevant Incident.
- 4.3 The Incident Response Time Objectives will not apply to any Incidents relating to, or arising out of, any of the Exclusions.
- 4.4 Vista will have no liability to the Client (or any other Person) where it is unable to meet the Incident Response Time Objectives, but will use reasonable commercial efforts to regularly communicate with the Client on the status and timing of the Incident until it is Resolved.

5. Incident Response Time Objectives

Incident Severity Level	Description	Response Time	Update Frequency	Resolution Timeframe
Priority 1 – P1 “Emergency – System Down (Critical)”	<p>A business critical Incident that requires immediate attention and a Workaround is not available. The Site or Head Office operation is interrupted, halted, and materially and adversely affects the ability to process transactions through the SaaS Service sales channels. Examples include:</p> <ul style="list-style-type: none"> • 100% of any single SaaS Service sales channel is down and moviegoers are unable to purchase tickets and/or concessions • 75% or more of the Vista SaaS Service sales channels fail to process transactions at a Site • 75% or more of Sites cannot upload and/or reconcile data to Head Office or receive downloads • 75% of Sites cannot process credit cards, vouchers, gift cards, or loyalty transactions using the SaaS Service 	1 hour	Every hour	Within 8 hours
Priority 2 – P2 “High”	<p>A limited business critical Incident that is restricting functionality. Site or Head Office operation is interrupted but it can continue to process transactions. The Incident may only affect a single function of the SaaS Services. Examples include:</p> <ul style="list-style-type: none"> • 50% or more of Vista SaaS Services sales channels fail to process transactions at a Site • 50% or more of Sites cannot upload and/or reconcile data to Head Office or receive downloads • 50% or more of Sites cannot process credit cards, vouchers, gift cards, or loyalty transactions • Head Office uploads or downloads fail (provided logs have been checked to resolve any translation errors) 	Within 4 Business Hours	Every Day	Within 2 Days
Priority 3 – P3 “Medium”	<p>An Incident which causes individual aspects of a SaaS Service to function incorrectly, but which only minimally affects the overall ability for a Site or the Head Office to continue to operate as the majority of the functions continue to perform as required, including where a Workaround is available. Examples include:</p> <ul style="list-style-type: none"> • Some POS or kiosks fail to process transactions 	Within 8 Business Hours	Every 5 Days	Within 20 Days

Incident Severity Level	Description	Response Time	Update Frequency	Resolution Timeframe
	<ul style="list-style-type: none"> • 'Cinema Manager' fails to work • Issues with payments, transaction history, or related reporting and Cinema Internal Helpdesk has followed all trouble shooting procedures • Inconsistencies in data and reporting issues 			
Priority 4 – P4 "Low"	An Incident that has minimal or no impact on the overall ability for a Site or the Head Office to continue to operate, as the majority of the functions continue to perform as required. Examples include: <ul style="list-style-type: none"> • An issue with a non-operational function where the support information fails to identify or resolve the specific issue • An issue with a non-operational function that does not perform as specified in the Documentation • Reports that do not perform as specified and the Client has followed the Reports Users Guide 	Within 12 Business Hours	Every 10 Days	Within 60 Days
Priority 5 – P5 "Info Request"	A minimal impact problem that does not affect system or product function. Client has an operational question. A period of resolution can be negotiated once requirements are defined and agreed.	Within 16 Business Hours	Every 30 Days	When agreed upon or when possible