

## **Our Support and Maintenance**

# **Summary**

This Software Support and Maintenance Policy ("Support Policy") describes the policies and procedures under which Techniche APAC Pty Ltd, Techniche EMEA Ltd or Techniche Americas LLC (collectively the "Company")provides support services ("Support and Maintenance Services") for its Statseeker software product(s) ("Software") to its customers (each, a "Licensee").

Support and Maintenance Services are provided for the Software pursuant to the separate license agreement under which Licensee has purchased Support and Maintenance Services ("End User License Agreement") and are subject to the terms and conditions of that End User License Agreement and the terms of this Support Policy. Support and Maintenance Services are provided for the term specified herein, or for the period otherwise specified in the End User License Agreement. Support and Maintenance Services are provided through the Company's online web-based support form. This Support Policy sets forth expectations for Support between the Licensee and the Company's support organization.

### **Definitions**

- **Support Contact**: means qualified named person, knowledgeable in the Company's product tool called "Statseeker" and is a proficient user of the Software.
- **Documentation**: means any supporting product help and technical specifications documentation provided by the Company.
- **Evaluation Versions**: means any Software provided on a no charge, trial or evaluation basis.
- Incident: means each issue where the Software is not conforming to the functionality defined in the Documentation as reported to the Company's technical support by a Customer.
- **Licensee**: means the customer who is the contracting party to the End User License Agreement and is defined in such agreement, but limited to, client, customer, partner, or by company name.
- Maintenance Releases: means commercially released code corrections, patches, and updates of the Software as designated by a change in the number to the right of the second decimal in the version number. For example, 5.5.1 is a Maintenance Release of 5.5.0
- Major Releases: means commercially released major new releases, modifications or enhancements to the Software as designated by a change in the number to the left of the decimal in the version number. Major Releases are normally identified by the number prior to the first decimal point.
- **Minor Releases**: are normally identified by the number immediately following the first decimal point. For example, 5.4 is a Minor Release of 5.0.
- **Production Environment**: is the Licensee's Authorized System as defined in the End User License Agreement put into operation for use by End Users with live data.
- End User License Agreement: means the contractual terms which the Software is licensed under.

## **Scope of Support and Maintenance Services**

### What Support and Maintenance Services Include

If Licensee is current on its payment for its Support and Maintenance Services, the Company shall provide Licensee with Support and Maintenance Services consisting of the following:

- Ability for web-based submissions of Incidents submitted by the named contacts for the company;
- Access to Major Releases, Minor Releases, and Maintenance Releases of the Software;
- Access to online documentation and video content.
- Participation is scheduled webinar-based product feature focused training sessions.
- Ability to participate in product roadmap feature requests and BETA testing programs
- Ability to request SNMP extensions that provide additional data collection and reporting capability within the software.

### What Support and Maintenance Services Exclude

The following are excluded from the Company's Support and Maintenance Services obligations:

- Software that is used on or in conjunction with hardware or software other than as specified in the applicable Product Documentation;
- Altered or modified Software;
- Defects in the Software due to accident, hardware malfunction, abuse or improper use;
- Any version of the Software for which Support and Maintenance Services have been discontinued by the Company as per our End of Life policy;
- Training, customization, integration and any issues arising from non-standard usage of the Software;
- Any on-site services or remote access services (unless the Company requests remote access to assist in understanding and attempting to resolve an issue).
- Assistance in developing User-specific customizations;
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers;
- Assistance with non-Company products, services or technologies, including implementation, configuration, administration or use of third-party enabling technologies such as databases, computer networks, communications systems or software packages.

#### Software Versions Covered.

- Supported Versions: The Company will provide Support and Maintenance Services
  only for the Software products specified in this Support Policy or as specified at the
  time of purchase. The Company's Support and Maintenance Services obligations do
  not cover hardware, computer systems, networks, or third-party software.
- End of Support: The Company will provide Support and Maintenance Services of each release based on its end of life definition for product releases defined on its website. After such time, the Company will provide limited support consisting solely of clarifying documentation and assistance in upgrading to the latest release.
- Platforms Supported: The Company supports use of the Software only on the
  platforms specified in the Product Hardware Requirements documentation supplied
  by the Company on its website <a href="https://docs.statseeker.com/installation/hardware-requirements/">https://docs.statseeker.com/installation/hardware-requirements/</a>.

### **Incident Submission and Resolution**

Licensee can obtain Support and Maintenance Services by reporting Incidents to the Company via our online webform at <a href="https://statseeker.technichegroup.com/technical-support-request/">https://statseeker.technichegroup.com/technical-support-request/</a>

#### Submitting Incidents

- How to Submit Incidents; All incidents are to be submitted through the online web form located at https://statseeker.technichegroup.com/technical-support-request/
- How to Report an Incident: In order to log and track the resolution of Incidents, the Company expects that Licensee will make every attempt possible to:
  - Verify that the Incident is reproducible on the Supported Platforms for the Software (as applicable).
  - Provide information necessary to help the Company track, prioritize, reproduce, or investigate the Incident, such as: Licensee name and surname, organization, contact email, contact telephone number, product server ID, product version.
  - Provide a detailed description explaining the issue
  - o Categorize issues under "Areas of Assistance".
  - List any steps to reproduce the issue and provide any relevant data, such as screenshots, diagnostic files, reports, log files
  - Provide exact wording of all issue-related error messages.

### **Incidents Response Procedures**

For each Incident reported by Licensee in accordance with these procedures, the Company shall:

- Confirm receipt of the reported Incident.
- Use commercially reasonable efforts to respond to the Incident based on the below Priority / Severity Levels.
- Analyse the Incident and, as applicable, verify the existence of the problem(s)
  resulting in the Incident, which may include requesting that Licensee provide
  additional information, diagnostic logs, screenshots, and re-execution of commands
  to help identify the root cause and dependencies of the reported issue.
- Give the Licensee direction and assistance in resolving the Incident.
- Keep a record of ongoing communications with Licensee.
- Use commercially reasonable efforts to resolve the Incident.
- Upon request of Licensee, discuss Severity Level and ongoing communication time frames.
- Commence investigation into the incident within 1 business day of receipt of notification of a logged support case; and
- Notify the Customer within 5 business days of the status of the investigation including any expected timing of a solution or workaround.

#### Support Operating Days and Times:

- Support Hours and Days are Monday to Friday 8 AM to 5 PM within the following time zones
  - AEST (Australian Eastern Standard Time)
  - EST (Eastern Standard Time)
  - GMT (Greenwich Mean Time)

## **Technical Support Priority Levels**

To ensure we action your support request as quickly as possible, please ensure all support web form details are completed accurately and follow the below guidelines when determining a priority level;

Severity	Priority	Description
1	Critical	Critical Business Impact. Licensee's use of the software is stopped or so severely degraded that the Licensee cannot reasonably continue work related to the software and no workaround is available
2	High	Substantial Business Impact. Important software features are unavailable with no workaround available. Licensee's use of the software is continuing; however, there is a serious impact on the Licensee's productivity.
3	Medium	Some Business Impact. Important software features are unavailable, but a workaround is available, or less significant features are unavailable with no workaround.

		Licensee's work related to the software has a minor loss of operational functionality or implementation resources.
4	Low	Minimal or no Business Impact. Licensee requests information, an enhancement, or documentation regarding the software but there is no or a minimal impact on the operation of the software. Licensee's use of the software is continuing and no work is being materially impeded at the time.

#### **Escalation of Incidents:**

If the Licensee believes in good faith that it has not received quality or timely assistance in response to a incident or that it urgently needs to communicate important support related business issues to the Company, its authorised support contact may escalate the incident.

For incidents that are escalated, the Company's support analyst will engage the escalation manager who will be responsible for managing the Licensee's escalation. The escalation manager will work with the Licensee to develop an action plan and allocate the appropriate resources.

#### Resolution and Closure of Incidents:

Incidents shall be closed in the following manner:

- For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or requiring Licensee to upgrade to an available software fix.
- In the event that custom or unsupported plug-ins or modules are used, the Company
  may ask, in the course of attempting to resolve the issue, that the Licensee remove
  any unsupported plug-ins or modules. If the problem disappears upon removal of an
  unsupported plug-in or module, then the Company may consider the issue to be
  resolved.
- For issues outside of scope of Support and Maintenance Services, the Company may also close issues by identifying the Incident as outside the scope of the Support and Maintenance Services or arising from a version, platform, or usage case which is excluded from this Support Policy.
- Dropped or closed Issues, the Company may close or drop the priority of a case if the Contact has not responded to two (2) attempts or more made by the Company support services to collect additional information required to solve the case.