

Support and Service Level Agreement for the Service

Preamble

The term "available" refers to the fact that APSF Service is accessible to Customer Users. The term "unavailable" refers only to level 1 malfunctions in accordance with the table in article 6 of this Appendix.

1. Calculation basis - availability percentage

The Supplier makes its best efforts to achieve an availability rate for APSF Service of 99.5% during each month for productive versions.

Definitions :

- "Total" refers to the total number of minutes in the month.
- "Downtime" refers to the total number of minutes the platform is unavailable during the month, excluding planned maintenance.
- "Planned maintenance" refers to the total number of minutes of planned maintenance in the month.

2. Downtime rate

Beyond this Rate of Availability, it is understood that the downtime ("Unavailability Time") of APSF Service is calculated by excluding :

- a. the time required for planned maintenance and regular upgrading of the Service and platforms, as well as the installation of security patches. This time may correspond to one hundred and twenty (120) minutes per calendar week and one hundred and twenty (120) minutes per calendar month.

Planned maintenance and regular upgrades will be carried out by APSF as required.

APSF will be obliged, insofar as these operations affect the continuity of the Service, to inform the Customer at least five (5) working days before the said operations are carried out.

- b. any other circumstances beyond APSF's control, including but not limited to Internet malfunctions, network saturation, ISP malfunctions attributable to the Customer's systems, etc.
- c. level 2 malfunctions and level 3 malfunctions as previously indicated above and in accordance with the table in article 6 below.

Notwithstanding the provisions of (i) of this Article 2, it is hereby specified that in the event of a security breach of any kind whatsoever, The Supplier reserves the right, in any event, to deploy any new version of the Service and the platforms without having to give the Customer any notice. However, The Supplier undertakes to notify the Customer concerned as soon as possible.

3. Versions

The Supplier will ensure, where necessary, the upward compatibility of the various versions (minor or major) in the Customer's information system. Each new version will be tested by the Supplier. Once the tests have been carried out, and in the event of normal operation and non-regression, the software will be put into production.

In addition, the Supplier will inform the Customer by any means of the availability of versions, of the deadline for implementation in the event of constraints (in particular legal constraints) and will communicate the associated documentation to the Customer by any means.

4. Credit

In the event that the Supplier does not comply with the agreed Availability Rate, the Supplier will, after written notification from the Customer, grant a credit to the Customer defined as follows: 1% of the price paid by the Customer for the current month for each 0.1% below the Rate of Availability.

The credit may not exceed a maximum of 10% of the price paid by the Customer for the Services (*i.e.* Electronic Services only) and the Customer must notify the Supplier in writing within thirty (30) days following the last day of the month in which the Rate of Availability was not achieved.

If the Customer does not notify the Supplier within the period, the Customer is deemed to have waived credit for the month concerned.

5. Recurring malfunctions

In the event that the Rate of Availability is less than 99.00% for (i) three (3) consecutive months or (ii) four (4) months accumulated over a period of twelve (12) months, the Customer may, without this being automatic, terminate the Contract without compensation from thirty (30) days after written notification to the Supplier.

6. Response and resolution times

The Supplier places at the Customer's disposal free of charge a tool for incident management and support performance monitoring throughout the duration of the Contract.

Customer will be provided with 2 main access to the ticket management tool and can on request extend access to other users. Ticket management tool provides support performance indicators.

Customer Response Level

Priority		Response Level	Corrective Action Target
Very High	An Incident should be categorized with the priority "Very High" if the incident reported has very serious consequences for normal business processes or IT processes related to core business processes, and urgent work cannot be performed. This is generally caused by the following circumstances: <ul style="list-style-type: none"> • Production system is completely down • AND a workaround is not available 	Initial Response: Within 4 hours of case submission. Ongoing Communication: Unless otherwise communicated by Supplier, once every hour.	Supplier to provide for cases either a resolution; or workaround; or action plan within 1 business day.
High	An Incident should be categorized with the priority "High" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the computing environment that are required immediately.	Initial Response: Within 4 hours of case submission. Ongoing Communication: Unless otherwise communicated by Supplier, once every 6 hours.	Supplier to provide for cases either a resolution; or workaround; or action plan within 3 business days.
Medium	An Incident should be categorized with the priority "Medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Computing Environment. A message should be categorized with the priority "Medium" if normal business transactions are affected.	Initial Response: Within 1 business day of case submission Ongoing Communication: Unless otherwise communicated by Supplier, once every 3 business days for non-defect issues and 10 business days for product defect issues. A non-defect issue is a reported support case that does not involve a defect in the applicable Service and does not require engineering, development or operations personnel to resolve	Supplier to provide for cases either a resolution; or workaround; or action plan within 4 business days.
Low	An Incident should be categorized with the priority "Low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Computing Environment that are not required daily or are rarely used.	Initial Response: Within 2 business days of case submission. Ongoing Communication: Unless otherwise communicated by Supplier, once every week.	Supplier to provide for cases either a resolution; or workaround; or action plan within 4 business days.

In the absence of a solution, Supplier will report on the progress of ongoing efforts every day at the latest for Priorities "Very High" and "High".

The following anomaly types are excluded from the Customer intervention levels described above:

- the underlying cause of the anomaly is not a malfunction but a missing function ("development request")
- or the anomaly is categorized as a request for practical advice ("how-to") or an evolution of the existing configuration ("change-request").

The following types of cases are excluded from customer response levels as described above:

- cases regarding a release, version or functionalities of Cloud Services developed specially for Customer.
- the root cause behind the case is not a malfunction but missing functionality (development request);
- the case is a consulting or how-to request.

7. Software version management and evolution policy

The APSF Service is constantly evolving to improve its features, performance, and security. Additionally, Clients are encouraged to submit their requests for application enhancements. Publisher values customers' feedback and strive to take their needs and suggestions into account in the future development of APSF Service.

However, it is important to note that since APSF Service is an application integrated into SAP SuccessFactors and UKG HRSD, it may be dependent on the technical and functional limitations of SAP SuccessFactors and UKG HRSD. Publisher relies on features and technical capabilities offered by SAP SuccessFactors and UKG HRSD to develop and improve APSF Services.

Therefore, some requests for enhancements to APSF Service might be limited by the current features or policies of SAP SuccessFactors and UKG HRSD. Some features or interfaces may be modified or removed in future versions of the APSF Service depending on the changes contained in the releases deployed by SAP SuccessFactors and UKG HRSD. For this reason, Publisher must align the APSF version upgrade schedule with that of SAP (release process twice a year) and UKG HRSD, to ensure the proper alignment of solutions and non-regressions.

Furthermore, Publisher wishes to emphasize here that all evolutions of APSF Service- as well as any evolution request expressed by Client and accepted by Publisher - will be delivered in accordance with the SAP SuccessFactors and UKG HRSD update schedules.

Publisher will strive to minimize the impacts on the use of the application and will keep Customer informed of major changes

Not all requests for enhancements can be immediately incorporated into subsequent versions of the application. Publisher evaluates each request for enhancements to determine its feasibility, impact on the overall application, and priority compared to other ongoing improvements. By using our APSF application and submitting enhancement requests, Customer agrees that these requests will be evaluated according to this internal selection process.

Customer is encouraged to keep your application up to date by installing the latest updates. Customer agrees that APSF Service may be subject to changes to ensure an increasingly efficient experience tailored to your needs.