

## SERVICE LEVEL AGREEMENT ("SLA") FOR ORANGEHRM SAAS AGREEMENT

### 1 Definitions

Terms used in this SLA shall have the same meaning as those defined in the Agreement located at <https://www.orangehrm.com/Files/OrangeHRM-SaaS-Agreement-2018.pdf>.

### 2 Introduction

The purpose of this SLA is to describe the support service which may be provided by OrangeHRM to the Customer during the production operation of the OrangeHRM Service including the availability of the OrangeHRM Service and technical support for incidents raised by the Authorized User.

### 3 Outage and Availability

The OrangeHRM Service is scheduled to be available at least 99.9% (the "Availability Percentage") of the time, excluding any scheduled downtime occurring during standard maintenance windows. For purposes of this SLA, an "Outage" means the occurrence of any Severity Level 1 Incident that results in the OrangeHRM Service becoming unavailable. Each Outage will be measured from the time of Customer's designated contact's initial email or telephone call to OrangeHRM regarding the Outage until the Outage is overcome and the OrangeHRM Service is restored. Resolution of an Outage may involve a temporary workaround. Customer must supply OrangeHRM with reproducible errors in order for the Severity Level response times to apply. For non-reproducible errors, OrangeHRM will use reasonable efforts to investigate the error, but shall not be bound by the Severity Level response time.

### 4 Scheduled Maintenance

OrangeHRM reserves a three (3) hour window for maintenance each week (during Customer off peak hours), should the need for such maintenance arise. In the event that this window will be used for maintenance in a given week, OrangeHRM will notify Customer's designated contact via e-mail no less than twenty four (24) hours prior to the window. If it is determined during the window that the scheduled maintenance will run over the allotted window, the designated contact will be notified immediately and receive regular updates until the period is complete. During these scheduled maintenance periods, the OrangeHRM Service may be unavailable to the Customer.

### 5 Upgrade Policy

OrangeHRM may provide Customer with upgrade version(s) of OrangeHRM Service. An upgrade of a custom version of the OrangeHRM Service may incur additional fees. A downtime of 3 hours may be required for each upgrade, however dates and times will be agreed with Customer to ensure that normal operation of the Customer's systems is not adversely affected. Customer may choose to remain on an older OrangeHRM Service version for up to 18 months after the introduction of a new OrangeHRM Service version.

### 6 Backup Policy

OrangeHRM agrees to back-up Customer Data as follows:

- Full backup of the databases once per day.
- Retention period of these backups is one (1) month.

The parties understand and agree that this retention period is a rolling period.

### 7 Fair Usage Policy

Use of the OrangeHRM Service by the Authorized User may be subject to limits on the number of parallel connections or cumulative usage if OrangeHRM determines that Customer is consistently exceeding commercially reasonable use of the OrangeHRM Service. OrangeHRM will provide Customer with advance notice of any usage limitations.

### 8 Exclusions to the SLA

- Contractual Termination or Suspension: Any termination or suspension of the OrangeHRM Service under the terms of the Agreement.
- Customer Issues: Any issues that are caused by the Customer or issues on the Customer's hardware or network configuration.
- Waiting Time: Any unreasonable waiting time that OrangeHRM is waiting on Customer or its designated contact to provide vital information.

### 9 Incident Management

OrangeHRM shall use commercially reasonable efforts to respond to incidents, provide status updates, and restore the OrangeHRM Service in accordance with time intervals corresponding to the applicable Incident Severity Levels set forth in the below table. A 24 x 5 support service facility is provided to assist with incidents of an operational or administrative nature encountered during use of OrangeHRM Service by the Customer. The business week is defined as Monday to Friday. The support service is provided in English. The designated contact of the Customer can contact support via email or telephone. Email is the preferred method of contact as it provides the Customer with an incident tracking identifier.

Support calls from Customer's designated contact may be reported to OrangeHRM using the following contact information:

[goldsupport@orangehrm.com](mailto:goldsupport@orangehrm.com) OR +1-914-908-4886

In order to respond to an incident in a timely and appropriate fashion, the designated contact of the Customer is required to provide the following information:

1. Contact Name, email address and contact phone number (including extension)
2. Any corresponding tracking number in use by the Customer
3. System(s) affected
4. Brief description of the incident symptoms
5. Severity (Please follow the subsequent table, default severity assigned is P3)

The Customer's designated contact person, which may change from time to time, reporting incidents must be suitably trained in the use of OrangeHRM Service.

### 10 Severity Levels

Incidents reported by Customer's designated contact will be prioritized by OrangeHRM according to the following severity level definitions:

<b>Severity P1</b>	Critical	OrangeHRM Service is unusable, resulting in a critical impact on its operation and no workaround is available.
<b>Severity P2</b>	Serious	OrangeHRM Service will operate but its operation is severely restricted, such that major functionality is inaccessible and no workaround is available.
<b>Severity P3</b>	Standard	OrangeHRM Service will operate with limitations that are not critical to the overall operation but a resolution is still required to restore full service operation.
<b>Severity P4</b>	Query	OrangeHRM Service is operating but you have a query in relation to service operation or a request for a configuration change or service update.

### 11 Case Tracking

OrangeHRM will assign a trouble-ticket number to any support request once reported by the the designated contact of Customer. Both parties shall use this trouble-ticket number as a reference in any further communication and for the duration of the Incident.

When the problem has been resolved, the call will be closed on the OrangeHRM tracking system and the designated contact of the Customer will be informed of the following:

- The time and date the call was closed by OrangeHRM
- A brief description of the action taken

Customer confirmation is required to mark a ticket as resolved. If confirmation, after reasonable attempts by OrangeHRM, is not provided by the designated contact in a timely manner, OrangeHRM reserves the right to mark the ticket as resolved.

### Response and Resolution Times

The following table summarizes the target response and resolution times for each incident category:

<b>Severity</b>	<b>Response Time (Business Days)</b>	<b>Resolution Time (Business Days)</b>
<b>P1</b>	1 day	3 days
<b>P2</b>	2 days	5 days
<b>P3</b>	5 days	Case by Case
<b>P4</b>	5 days	Case by Case

### 12 Escalation Procedures

OrangeHRM will use all commercially reasonable endeavors to ensure that incidents are cleared within the specified timescales detailed in this SLA. In the event that incidents remain outstanding beyond the agreed times or to report and escalate service dissatisfactions, email to [escalation@orangehrm.com](mailto:escalation@orangehrm.com).

OrangeHRM will carry out an investigation on the associated events and return to the designated contact of the Customer with a service recovery report.