



## APPENDIX SERVICE LEVEL AGREEMENT (SLA)

### ATOSS Staff Efficiency Suite / ATOSS Startup Edition CLOUD24/7 FOR WORKFORCE INTELLIGENCE MODULES

This Appendix SERVICE LEVEL AGREEMENT shall govern the rights and obligations concerning the provision of the following modules (together called WORKFORCE INTELLIGENCE MODULES) of ATOSS Staff Efficiency Suite / ATOSS Startup Edition CLOUD24/7 in accordance with the CONTRACT between the CUSTOMER and the COMPANY:

- Workforce Intelligence (Core HR)
- Workforce Intelligence (Time Management)
- Workforce Intelligence (Scheduling)

Capitalized terms not otherwise defined herein have the meanings given to them in Section 19 (Definitions) in the document SPECIAL TERMS AND CONDITIONS FOR WORKFORCE INTELLIGENCE MODULES ("TERMS").

This Appendix is divided into the following Parts:

I. Part: Availability.....	1
II. Part: SUPPORT HOTLINE .....	2
III. Part: Miscellaneous.....	4

#### I. Part: Availability

1. Outages: "Outage" means (i) that the monitoring software of Visier Solutions, Inc. has determined that the WORKFORCE INTELLIGENCE MODULES are unavailable or that the WORKFORCE INTELLIGENCE MODULES contain an error that cannot be reasonably circumvented and that so substantially impairs the performance or capabilities of the WORKFORCE INTELLIGENCE MODULES as to effectively render the WORKFORCE INTELLIGENCE MODULES unusable, or (ii) the CUSTOMER has notified the COMPANY that the WORKFORCE INTELLIGENCE MODULES are unavailable or unusable and the COMPANY has confirmed same following receipt of such notice. Outages specifically exclude the following circumstances:
  - (1) during standard maintenance windows, which occur each week for up to nine (9) contiguous hours between 7:00 pm Friday and 7:00 pm Saturday, Pacific Standard/Daylight Time; 2:00 am Saturday and 2:00 am Sunday, CEST/CET (Berlin Time);
  - (2) during planned, but non-standard, scheduled maintenance windows for which we will provide at least thirty-six (36) hours advance notice by e-mail, or by making such notices conspicuously visible to CUSTOMER'S AUTHORIZED USERS upon log-in to the WORKFORCE INTELLIGENCE MODULES, and use commercially reasonable efforts to minimize the impact on availability;
  - (3) to address an emergency issue (e.g. critical security update) for which the COMPANY will provide notice no later than thirty-six hours after the occurrence by making such notices conspicuously visible to CUSTOMER'S AUTHORIZED USERS upon log-in to the

WORKFORCE INTELLIGENCE MODULES or by posting such notice to the website of Visier Solutions, Inc. at <https://status.visier.com>, and use commercially reasonable efforts to minimize the impact on availability;

- (4) issues caused by acts or omissions on the part of the CUSTOMER;
  - (5) failures of the Internet backbone itself and/or the network by which the CUSTOMER connect to the Internet backbone;
  - (6) unavailability of non-production systems, including, but not limited to, pilot, preview, sample, and sandbox;
  - (7) circumstances beyond our reasonable control that could not be avoided by the exercise of due care, including, without limitation, act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, labor strike (unless involving our employees), Internet service provider failures or delays, or denial of service attacks;
  - (8) transmission failures with respect to secure file transfer protocols (SFTP) not resulting from a failure of the COMPANY'S systems or servers of Visier Solutions, Inc.'s systems or servers;
2. Downtime: "Downtime" means the total minutes in a calendar month during which the WORKFORCE INTELLIGENCE MODULES are experiencing an Outage. Current Visier Solutions, Inc.'s server status and information about past incidents are available at <https://status.visier.com>. Visier's records and data will be the basis for all Downtime calculations and Outage determinations.
3. Termination: The CUSTOMER may terminate the affected CONTRACT upon thirty (30) days' prior written notice to the COMPANY if the WORKFORCE INTELLIGENCE MODULES' availability is less than ninety percent (90%) per month for two of three consecutive months immediately preceding the month in which the CUSTOMER delivers such notice.

## **II. Part: SUPPORT HOTLINE**

1. Responsibility: The SUPPORT HOTLINE advises and supports CUSTOMER exclusively in relation to the following queries:
- (1) Reporting application errors or disruptions due to configurations and parameterizations of the WORKFORCE INTELLIGENCE MODULES;
  - (2) Queries about operating of individual WORKFORCE INTELLIGENCE MODULES, how to use the WORKFORCE INTELLIGENCE MODULES, or functions of the WORKFORCE INTELLIGENCE MODULES.
  - (3) Queries about WORKFORCE INTELLIGENCE MODULES improvements;
  - (4) Requests for service credit notes for the WORKFORCE INTELLIGENCE MODULES;
  - (5) Reporting of unavailability of the WORKFORCE INTELLIGENCE MODULES.

In order to ensure the most efficient processing of customer queries, the CUSTOMER - provided that he has concluded a contract with an ATOSS partner for implementation services and hotline services - must submit queries, but in particular those relating to clauses (1) to (2), directly to his ATOSS partner. In such cases, the implementing ATOSS Partner shall in turn contact the SUPPORT HOTLINE, if necessary. In other cases, the CUSTOMER may continue to contact the SUPPORT HOTLINE of the COMPANY directly.

If the CUSTOMER has concluded the CONTRACT for the CLOUD SERVICE without a SUPPORT HOTLINE, the SUPPORT HOTLINE will only advise and support the CUSTOMER with customer inquiries in accordance with II. Part Number 1. clauses (3)-(5).

2. Services not included: The deployment of consultants at the CUSTOMER's premises and other services that go beyond the consultation of user questions and faults in connection with the

technical equipment and the on-going operation of the WORKFORCE INTELLIGENCE MODULES are not subject of the hotline services. Furthermore, the SUPPORT HOTLINE cannot replace training sessions on the operation, use and functions of the WORKFORCE INTELLIGENCE MODULES. COMPANY may invoice separately for any expenses incurred by the SUPPORT HOTLINE due to intent or gross negligence on the part of CUSTOMER (e.g. improper entry of orders in WORKFORCE INTELLIGENCE MODULES, contrary to DOCUMENTATION and/or contrary to express instructions provided by the SUPPORT HOTLINE, etc.) in accordance with the valid price list as amended from time to time.

3. Hotline operating hours: The SUPPORT HOTLINE is available to respond to CUSTOMER queries in accordance with II. part number 1 clauses (1)-(5) or if the CUSTOMER has concluded a contract with an ATOSS partner for implementation services and hotline services in accordance with II. Part number 1 clauses (3)-(5) during COMPANY's normal business hours (8 a.m. - 6 p.m. (CET) Monday to Friday, plus 8 a.m. - 12 p.m. (CET) on December 24 and 31; closed on national public holidays).

You can reach the SUPPORT HOTLINE at:

Phone +49 89 42 771 320 (may be subject to charges)

Fax +49 89 42 771 58 259

Email [hotline@atoss.com](mailto:hotline@atoss.com)

4. Placing of CUSTOMER queries: CUSTOMER must submit any query at the SUPPORT HOTLINE solely by an AUTHORIZED USER, who is also the technical and professional contact partner or their deputy. CUSTOMER queries submitted via other communications channels and by other contact partners will not be processed. In order to process CUSTOMER queries in a prompt and proper manner, it is essential that each CUSTOMER query contains as much relevant information as possible, i. e. especially details of the type of problem, the precise circumstances and, in the event of a disruption, information about how the disruption arose and its consequences. A CUSTOMER query must contain information that makes it possible for COMPANY to reproduce the problem or disruption. CUSTOMER must therefore also take the necessary measures to facilitate identification of the problem or disruption and its causes and provide reasonable support to help COMPANY reproduce it.
5. Processing CUSTOMER queries: COMPANY shall, at its own discretion, categorize incoming CUSTOMER queries according to severity levels that reflect the consequences of the problem or disruption for CUSTOMER. COMPANY may retrospectively adjust the severity level in individual cases based on further evaluation of specific disruption.
6. Time to react: CUSTOMER queries are subject to different times to react depending on their severity level.

The time to react is measured as the period of time between the receipt of a customer query from an AUTHORIZED USER and the point in time at which COMPANY notifies CUSTOMER that its request has been received and is now being processed. The time to react is only measured within the hotline operating hours as defined in section 3 in II. Part of this SLA. If CUSTOMER raises a query with the SUPPORT HOTLINE outside of the hotline operating hours, the query shall only be deemed to have been raised from the time at which the hotline operating hours recommence.

Disruptions caused by a PERMITTED SERVICE FAILURE in accordance with number 1. in I. Part of this SLA shall not trigger a specific time to react.

If CUSTOMER's query does not include full information or is given to misunderstanding and the SUPPORT HOTLINE has to request further information as a result, the time to react shall only begin when COMPANY has obtained full information required to process the query.

The following table details the severity levels and respective times in which COMPANY should react:

Severity level	Description of Severity level	Time to react
1	<u>Critical disruptions which prevent operation:</u> The WORKFORCE INTELLIGENCE MODULES are not accessible or significant functions of the WORKFORCE INTELLIGENCE MODULES are not working or are so severely impaired that CUSTOMER cannot be reasonable expected to use it.	30 minutes
2	<u>Significant disruptions, which impede operation:</u> Important functions of the WORKFORCE INTELLIGENCE MODULES are not working or are severely limited or cannot be used without interruption due to ongoing instability.	1 hour
3	<u>Minor disruptions:</u> Although application error messages appear or temporary outages occur, CUSTOMER is able to circumvent or avoid them.	2 hours
4	<u>General user queries and problems</u>	4 hours

### III. Part: Miscellaneous

1. WORKFORCE INTELLIGENCE MODULES Improvements: The COMPANY may modify the WORKFORCE INTELLIGENCE MODULES from time to time in the COMPANY's sole discretion in order to improve the CUSTOMER experience, including, without limitation, adding new functionality, correcting errors, or improving performance.
2. Policy Updates: The COMPANY may update this document from time to time in its sole discretion.

\*\*\*