

SERVICE LEVEL AND SUPPORT PLAN

Support Overview	
Support Channels	
• Online Customer Portal	24x7 Access
• Phone Support	24x7x365 Access (Sev 1/2)
Customer Support Contacts & Certification Requirements	
• Number of Support Contacts	Customer must have a minimum of 2 Certified Contacts, Customer may have 6 total Support Contacts.
• Certification Classes Included	First Year – 2 Subsequent Years – 1
• Requirements for Certified Contacts	Level 1 Training and Certification
Estimated Response Times*	
• Estimated Phone Response	60 minutes
• Estimated Case Portal and Email Submission Response	1 Business Day
Estimated Resolution Targets – Not Including any Third-Party Services or Hardware	
• Severity Level 1 (“Sev 1”)	4 hours
• Severity Level 2 (“Sev 2”)	2 Business Days
• Severity Level 3 (“Sev 3”)	15 Business Days

*Customer must submit the issue via Phone Support for any suspected Severity Level 1 or Severity Level 2 issue for these Estimated Response Times to be applicable.

Definitions

Capitalized terms used within this Service Level and Support Plan but not defined herein shall be defined in the applicable Agreement and/or Schedule.

1. “Active Employees” means an employee, leased employee, contractor, or sub-contractor, or equipment that has employee records with an active status within the SaaS Service.
2. “Agreement” means the agreement by and between WFS and Customer governing the provisioning of the SaaS Services.
3. “Business Hours” means 8:00am-6:00pm in the time zone in which the Customer’s headquarters are located, or another location if designated in writing by the Customer.
4. “Business Day” means Monday through Friday in the time zone in which the Customer’s headquarters are located, or another location if designated in writing by the Customer, excluding Holidays.
5. “Certified Contact” means a Support Contact that has successfully completed Level 1 Certification: Time and Attendance Troubleshooting and/or Forecasting and Scheduling Troubleshooting.

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6. "Customer" means the party purchasing SaaS Services pursuant to the Agreement.
7. "Customer Data" means any content, materials, data, and information provided by the Customer to WFS in the course of using the SaaS Service.
8. "Disaster" means an event after which WFS determines the SaaS Service should be failed over to the disaster recovery site.
9. "Downtime" means the Total Minutes in the Month during which the Production Environment is not available, except for Excluded Downtime.
10. "Excluded Downtime" means Total Minutes in the Month during which the Production Environment is not available attributable to:
 - a. Scheduled Maintenance Windows;
 - b. SaaS Service updates;
 - c. Content provided by Third-Party Content Vendors;
 - d. Factors outside of WFS's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised, including, without limitation, a Force Majeure event.
11. "Force Majeure" means any event outside of the control of a party, such as, but not limited to, a natural disaster; fire; extended power, electrical, or Network outage; labor dispute; strike; lockout; denial of service or other malicious attack; telecommunications failure or degradation; pandemic; epidemic; public health emergency; governmental order or act (including government-imposed travel restrictions and quarantines); material change in law; war; terrorism; riot; or other act of God which renders the SaaS Service temporarily unavailable.
12. "Hardware" means the data collection terminal(s) and any related accessories rented or purchased by Customer from WFS.
13. "Holidays" means public holidays of England and New South Wales, and U.S. federal holidays.
14. "Month" means a calendar month.
15. "Network" means the internet, phone network, cell phone network, and other transmission methods by which the SaaS Service is delivered.
16. "Production Environment" means an environment provided in the SaaS Service which Customer uses for live processing.
17. "SaaS Service(s)" means the WFS software-as-a-service platform, together with updates and upgrades thereto, to which Customer is provided use and access rights in accordance with the Agreement and the applicable Schedule.
18. "Schedule" means one or more written orders setting forth the SaaS Services to be delivered to the Customer, which is signed by both WFS and the Customer and which references the Agreement.
19. "Scheduled Maintenance Window" means a window of time during which the SaaS Service may be down for maintenance, which window is (a) 3:00 am Sunday to 4:00 am Sunday U.S. Eastern Time for US and Canada datacenters; (b) 3:00 am Sunday to 4:00 am Sunday Central European Time for European datacenters; (c) 3:00 am Sunday to 4:00 am Sunday Australian Eastern Time for Asia Pacific/Australia datacenters; (d) an extended window of time of which the Customer has

been notified at least ten (10) business days in advanced; and (e) a window of time scheduled with the Customer to perform maintenance or updates to the Customer's Production Environment.

20. "Service Term" means the term of the SaaS Service purchased by the Customer, as set forth in a Schedule.
21. "Severity Level 1" means an issue whereby production application services are down and no workaround is immediately available; all or a substantial portion of the application or critical data is unavailable or at a significant risk of loss or corruption; and business operations have been severely disrupted. Severity Level 1 support requires the Customer to have dedicated resources available to work with WFS on the issue on an ongoing basis while the issue is active. This definition shall be applicable to the SaaS Services and not to the Hardware, which has its own definition of Severity Level 1.
22. "Severity Level 2" means an issue whereby major application functionality is severely impaired and a workaround is unavailable; application services are impaired however continue to function without an immediate impact to the critical components of the application; and a major business milestone is at risk. This definition shall be applicable to the SaaS Services and not to the Hardware, which has its own definition of Severity Level 2.
23. "Severity Level 3" means all other issues not categorized as Severity Level 1 or Severity Level 2. A Severity Level 3 issue is an issue that results in a non-critical loss of application services or functionality. A workaround may or may not be available that allows the user to continue to use the non-critical application functionality. Severity Level 3 does not include new enhancements to any WFS SaaS Services. This definition shall be applicable to the SaaS Services and not to the Hardware, which has its own definition of Severity Level 3.
24. "Solution Health Check" means an analysis of the Customer's configuration within the Production Environment where WFS consults with the Customer to understand pain points and other business needs that WFS can solve for. This is initiated by conducting interviews with sample groups from different levels of the Customer's organization and the output is an executive summary of recommendations by WFS. Some of these recommendations include, but are not limited to, additional training, enhancements, and/or configuration changes.
25. "Support Contact" means an authorized Customer contact that has the authority to submit a case under this Support Plan.
26. "System Availability Percentage" means the average percentage of total time during which the Production Environment is available to Customer, calculated as follows:
$$\text{SystemAvailabilityPercentage} = \left(\frac{\text{TotalMinutesInTheMonth} - \text{Downtime}}{\text{TotalMinutesInTheMonth}} \right) * 100$$
27. "Third Party Content Vendors" means CCH Incorporated, its licensors and affiliates, and any other firm which provides regulatory content, data or legal reference materials in the SaaS Service.
28. "Third-Party Services" means ancillary services provided by third parties which, if ordered by Customer, will be included on an applicable Schedule.
29. "Total Minutes in the Month" means the total minutes in a Month.
30. "Uptime Commitment" means, with regard to SaaS Services only, a System Availability Percentage of 99.5% during a given Month.

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31. "WFS" means the applicable WorkForce Software contracting entity (as set forth in the Agreement) and its affiliates.

Service Level Terms and Condition

WFS shall provide the following service levels for the SaaS Service.

Backup Services	WFS is responsible for backup and restoration of data stored in the SaaS Service. WFS shall backup all Customer Data in its entirety every seven (7) days. WFS shall backup all changes to Customer Data every twenty-four (24) hours.
Data Retention	Please refer to the WFS Data Retention Policy
Disaster Recovery Time Objective	Except as otherwise noted herein, failover of Production Environment functionality to the Disaster Recovery site will occur within twelve (12) hours of WFS declaring a Disaster.
Disaster Recovery Point Objective	Maximum data loss of one-and-a-half (1.5) hours of data stored in the Production Environment.

1. If Customer provides written notice to WFS of WFS's failure to satisfy the Uptime Commitment within thirty (30) days of the end of a Month, WFS will credit to Customer 2% of the fees paid for the SaaS Services attributable to the Month in which the failure occurred (the "Monthly Subscription Fees") for each 1% below the Uptime Commitment, not to exceed 100% of Monthly Subscription Fees.
2. The Uptime Commitment does not apply in the first thirty (30) days of use of a Production Environment, during which time WFS may need to tune the environment for Customer based on its actual usage patterns.
3. To ensure WFS can proactively add resources to a Customer's Production Environment so that performance or availability is not impacted, Customer shall notify WFS in writing at least sixty (60) days in advance of any period when it reasonably believes the number of Active Employees or peak usage transaction volume to the SaaS Service may increase by more than 20% over the prior thirty (30) day period and at least ninety (90) days in advance if it expects more than a 50% increase. Failure to provide such notification shall release WFS of the Uptime Commitment and Estimated Resolution Target obligations herein for a period of ninety (90) days from the date such increase occurred.
4. The Uptime Commitment does not apply during a Force Majeure event and shall be reinstated again only after the SaaS Service has been fully restored at the primary facility.
5. If Customer elects to have any services provided by a third party, WFS shall have no liability for any defect or failure of the SaaS Service caused by such third-party services, and Customer shall not be entitled to any reduction in fees for the SaaS Service. WFS may deny access to the SaaS Service to any third party which WFS determines in its sole discretion poses a security risk or other risk to WFS systems, data or intellectual property.

Support Plan Terms and Conditions

General Terms

1. Response times shall be measured from the time Customer contacts Support via one of the methods described above until a return response from WFS is provided. All communication shall be in English.
2. WFS Support will make analysts available during the Business Hours observed in Customer's time zone (where Customer's headquarters are located), excluding Holidays.
3. WFS and its support staff observe Holidays. No live support is offered to Customer on Holidays, except for Severity Level 1 and Severity Level 2 issues.
4. The response and/or resolution commitments herein shall not apply to any Severity Level 3 issues which require a patch or new functionality, including without limitation (a) product related enhancement requests, or (b) defect issues which do not materially affect the SaaS Service, or (c) any other issues relating to Severity Level 3 which require a patch or new functionality.
5. WFS may modify the service levels, fees, and offerings of any Support Plan, but such changes shall not apply to the Support Plan for the current Service Term.

Training and Certifications

1. Customers shall be entitled to the number of Support Contacts, including Certified Contacts, as displayed above.
2. Any Level 1 Training provided for Certified Contacts as stated above must be completed within one hundred and eighty days (180) from the original Agreement Effective Date. Any Level 2 Training provided for Certified Contacts as stated above must be completed within sixty (60) days from the Customer's "Go Live" date. Customer must retain the number of Certified Contacts as listed above. If any of the Certified Contacts are replaced by the Customer, the newly named contact(s) shall complete the appropriate WFS Certification Process within sixty (60) days of being selected.
3. Only a Certified Contact may request and approve any alterations of the Customer's Production Environment. Customer's uncertified Support Contacts will have access to WFS Support staff to report only Severity Level 1 or Severity Level 2 issues.
4. Notwithstanding anything else herein, in the event that Customer does not have the number of Certified Contacts as required above, the Estimated Response Times and Estimate Resolution Targets shall not apply; however, if Customer loses a Certified Contact but still has a Certified Contact, it shall have a cure period of ninety (90) days to obtain the required amount of Certified Contacts listed above before the Estimated Response Times and Estimated Resolution Targets are not applicable.

Professional Services (where applicable)

1. New enhancements, including, but not limited to paycode, pay rules, accrual banks, holiday policies, etc., will be routed to WFS's Service Request Department or Application Managed Services (when contracted) for completion.
2. All professional services will be directly invoiced to Customer as billable technical support at the applicable hourly rate after services have been rendered.
3. All enhancement requests estimated over sixteen (16) hours will require the generation of a Statement of Work defining the project scope and will be assigned a WFS project manager.

Hardware (where applicable)

1. Severity Level Definitions for Hardware
 - a. **Severity Level 1:** A critical problem that renders one or more key functions of the Hardware unusable, no reasonable work around exists, and for which immediate resolution is required to meet processing deadlines.
 - b. **Severity Level 2:** Any other critical problem that renders one or more key functions of the Hardware unusable.
 - c. **Severity Level 3:** Any other problem with the Hardware that is not categorized as Severity Level 1 or Severity Level 2.
2. If the Hardware is rented by the Customer from WFS, the term of this Hardware Support Plan shall match the term of the rental. If the Hardware is purchased by the Customer, the term of the Hardware Support Plan shall be listed in the applicable ordering document, subject to any renewal terms (the "Support Period").
3. Customer may select either Standard or Premium Support for Hardware. Both options cover the cost of parts, labor, and shipping to Customer's facility for any covered repairs of defects in manufacturer's workmanship of the Hardware. Customer is responsible for shipping charges to WFS. To make a support claim, Customer shall first contact WFS and speak to the WFS Support department. After diagnosis and upon authorization, Customer will be provided shipping instructions to return the unit to WFS for repair.
 - a. Under Standard Support, WFS will repair the Hardware, or if in its opinion such repair cannot be made, it will provide replacement Hardware. Repairs are generally completed within 4-6 weeks. WFS makes no delivery guarantees, including without limitation for delays caused by international shipping or customs. WFS will return units to the Customer at no charge via ground shipping. Alternate shipping methods may be selected by the Customer at an additional charge.
 - b. Under Premium Support, WFS will ship replacement Hardware overnight at no cost to Customer the same Business Day (or the next Business Day for calls after 3 pm Eastern Time). WFS makes no delivery guarantees, including without limitation for delays caused by international shipping or customs. Customer shall ship the faulty Hardware to WFS concurrently via ground shipping. If the faulty Hardware is not received by WFS within ten (10) business days, Customer will be invoiced for the Hardware shipped.

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4. The Hardware Support Plans only cover repairs or replacement units of the same type and model. If parts or replacement units are not available, next generation Hardware will be provided.
5. Customer shall be responsible for all set up and maintenance of the Hardware on Customer's site. WFS does not provide installation assistance.
6. Notwithstanding anything to the contrary contained herein, in no event shall any Support Plan for Hardware extend or be effective beyond six (6) years from the date that the Hardware was initially purchased or rented except upon mutual agreement of the parties.
7. Support Plans renew automatically for additional one (1) year periods (but for no more than six (6) years total) upon the end of the Support Period and each subsequent renewal unless Customer notifies WFS of its decision to cancel the Support Plan at least fifteen (15) days prior to the end of the then-current Support Period. To avoid a disruption in the Support services, Customer should pay any fees due for the Support at least fifteen (15) days prior to the beginning of each new Support Period.
8. Normal wear and tear and intentional damage to Hardware is not covered by the Support Plan and fees will be chargeable to Customer at WFS's standard charges for parts and labor in the event that any defect in the Hardware is due to normal wear and tear or intentional damage and Customer requests, and WFS elects to repair, any such normal wear and tear or intentional damage. WFS makes no representations on the availability of parts or replacement units. WFS reserves the right to deliver new Hardware, repaired Hardware, or refurbished Hardware at its option for any covered repair. WFS's obligation shall be subject to its determination that the Hardware has not been modified, serviced, or repaired by any other party and that the Hardware was installed and operated within the Hardware specifications for its intended use. Any misuse, negligence, accident, abuse, or alteration of a serial number will void the support obligations. This Support Plan extends solely to the original purchaser of the Hardware and all claims must be made by the Customer.