

## Service Level Agreement

This Service Level Agreement (**SLA**) shall be incorporated into and form part of the Agreement between Benifex and the Customer, in accordance with the Terms.

### Service Levels

#### Service Levels - All Modules

Benifex shall use commercially reasonable efforts to provide the Services in accordance with the Service Levels set out below.

1. Services Availability: each Module shall have an Availability of at least 99.5% in any calendar month.
2. Employee Support Centre (ESC): ESC shall have an Availability of at least 99.5% during Business Hours in any calendar month.

### Availability

'**Availability**' shall be calculated by Benifex for each Measurement Period applicable to a Service Level in accordance with the formula below and '**Available**' shall be construed accordingly:

$$(A \div (B - C)) \times 100\%$$

Where:

A - means the total number of hours or Business Hours (as applicable) that the Services were available for Customer or Customer's Employees to use in that Measurement Period

B - means the total number of hours or Business Hours (as applicable) in that Measurement Period

C - means Excusable Downtime

### Service Credits

Subject to the Service Level and Service Credit Conditions, if Benifex fails to provide the Services in accordance with the Service Levels, Benifex shall, upon receipt of a written request from the Customer, pay the Customer Service Credits in relation to the impacted Module(s).

#### Service Credit Calculation - Service Levels 1 and 2:

Any Service Credits payable in connection with these Service Levels shall be in an amount equal the total Annual Subscription Fees paid for the relevant Measurement Period in respect of the specific Module(s) for which the Service Level was not met *times* the applicable Service Credit percentage. The applicable Service Credit percentages are set out below opposite the relevant Availability achieved.

Availability Achieved	Service Credit Percentage
≥99.5%	0%
<99.5% & ≥95%	2.5%
<95% & ≥85%	5.0%
<85%	7.0%

### Additional Service Credit Conditions

The obligation of Benifex to achieve the Service Levels and the Customer's entitlement to Service Credits shall be subject to the following Service Credit Conditions.

- 1) All Service Credits are cumulative and are subject to a maximum cap of 10% of the total Annual Subscription Fees paid in respect of the affected Module(s) during the Measurement Period in which the failure to meet the Service Level(s) occurred.
- 2) The Processing Service Level shall only apply to the HR Data Files:

- a. detailed within the Processing Table, as set out in the Order Form; and
  - b. provided in the agreed form, as set out in the Processing Calendar.
- 3) No Service Credits shall be payable to Customer if any Charges are overdue.
  - 4) This SLA sets out the Customer's sole and exclusive remedy for breach of the Service Levels.

### Definitions

The following definitions shall apply to the SLA, in addition to the definitions set out within the Terms and any applicable Additional Terms.

**"Customer Cause"** means any of the following causes:

- i. any improper use, misuse or unauthorised alteration of the Software and Services by the Customer;
- ii. any use of the Software by the Customer in a manner inconsistent with Benifex's instructions and documents (as provided from time to time);
- iii. the use by the Customer of any hardware or software in connection with the Software not provided by Benifex or approved by Benifex from time to time for use by the Customer; or
- iv. the use of a non-current version or release of the Software.

**"Excusable Downtime"** means any unavailability, suspension or termination of the Software or Service, or any other performance issues arising in connection with any of the following:

- i. a Customer Cause;
- ii. any Force Majeure Event;
- iii. any issue or error with the Customer's equipment, software, network connections or other infrastructure;
- iv. Benifex's suspension or termination of the Customer's right to use the Software and Services in accordance with the Terms;
- v. any issue or error with a third party's systems, including a third party's acts or omissions; and
- vi. Scheduled Maintenance or reasonable emergency maintenance.

**"Measurement Period"** means a calendar month or any other period of time, in each case for which Benifex agrees to achieve a particular Service Level, as set out in this SLA or the rest of the Agreement.

**"Scheduled Maintenance"** means Benifex's scheduled maintenance of the Software as set out on our webpage (<https://status.onehub.global/>). Scheduled maintenance is limited to one weekday evening and one weekend per calendar month.