dayforce

# SERVICE LEVEL AGREEMENT

This document sets forth the specific performance measures that will be tracked and measured in connection with Dayforce's performance of the Services applicable to the Dayforce platform (the "*Service Levels*"), including the target level of Service which Dayforce strives to meet in delivering the Service (the "*Service Target*"), as well as the minimum acceptable level of Service below which Client shall be entitled to the recourse prescribed (the "*Minimum Acceptable Level*"). Dayforce will treat all Service Level failures as a priority and work diligently to avert or minimize any adverse effect such failure may have, including developing a work around solution. Dayforce will develop and implement a proposal for rectifying any such failure, and identify improved processes to identify, detect and avoid similar failures in the future. Without limiting the generality of anything herein, the Parties agree that in calculating the Service Levels for any period, Dayforce shall exclude any incident or failure which was caused by: (a) the negligence of Client, or Client failing to perform any of its covenants under the Agreement in a timely fashion or at all; and (b) any reason beyond the reasonable control of Dayforce, including (but not limited to) failure of Client's systems, failure of Client's internal network or access to the internet, acts of God, acts of war or terrorism, labor strikes or other act of force majeure.

If Dayforce fails to meet the Minimum Acceptable Level for a Service Level in any calendar month, Dayforce will provide a root cause analysis for the failure and a short-term plan (and long-term plan if appropriate) to return to acceptable Service Levels. If Dayforce fails to meet the Minimum Acceptable Level for the same Service Level any two consecutive calendar months, Dayforce will assign a senior support escalation contact to Client who will meet with the Client on a regular basis (at times and schedule as mutually agreed upon) until the Service Levels are restored.

## 1. Definitions

**1.1** "*Business Hours*" means Dayforce's regular business support hours on each Business Day (as defined in the Master Services Agreement);

**1.2** "*Client Named Support Users*" means the list of named persons (as indicated on the Help Desk access list provided from time-to-time by Client to Dayforce) authorized by Client to access Dayforce's Help Desk for Support and who are trained on the use and operation of the Services. Dayforce reserves the right to establish a reasonable maximum number of Client Named Support Users.

**1.3** "*Modification(s)*" means any error corrections, modifications or enhancements to the Software that are included by Dayforce in Support of the Software to all clients;

**1.4** "*New Versions*" means new versions of the Software that may be deployed by Dayforce to Client for license pursuant to this Service Level Agreement;

**1.5** "*Planned Maintenance Window*" means Dayforce's planned maintenance hours to carry out infrastructure and application updates (i.e., upgrades, security patches, database maintenance, etc.). Client may choose from one of the currently available maintenance windows, local time to the hosting region listed in the table below:

| Country / Region | Weekday Maintenance (Standard) | Weekend Maintenance (Global) |
|---|---|---|
| **US** | Wednesday 02:00-06:00 EST/EDT | Saturday 21:00-01:00 EST/EDT |
| **CANADA** | Wednesday 02:00-06:00 EST/EDT | N/A |
| **EMEA** | Thursday 02:00-06:00 GMT/BST | Sunday 02:00-06:00 GMT/BST |
| **AUS** | Thursday 02:00-06:00 AEST/AEDT | Sunday 22:00-02:00 AEST/AEDT |

Dayforce may change its available Planned Maintenance Window upon thirty (30) days' prior notice to Client.

**1.6** "Regular Maintenance" means (ii) maintenance performed during the Planned Maintenance Window and (ii) maintenance for which the Client is provided at least twenty-four (24) hours' prior notice.

**1.7** "Support" means the support and maintenance services provided by Dayforce to Client with respect to a Subscribed Product in accordance with this Service Level Agreement.

## 2. Software Hosting and Support.

**2.1** Dayforce's Obligations.

(i) Uptime. Dayforce shall host and provide ongoing support for the Software and supported third party products from data centers accessible via the internet. Dayforce will strive to ensure the web-based application interface for the production environment that will be accessed through Client URL, shall be available in accordance with the service levels set forth in this Service Level Agreement, failing which the Client shall be entitled to the rights and remedies set forth herein.

(ii) Support. For so long as the Services remain in effect, and provided that Client has paid the applicable Fees, Dayforce shall provide Support in accordance with the following:

(a) Dayforce will, commensurate with the severity of the defect, correct malfunctions, defects or non-conformities in the operation of the Software from the Software Functionality and Global Use Guide (as defined in the MSA) (each, a "Defect") to enable the Software to substantially perform in accordance with the Software Functionality and Global Use Guide in effect at the time the Support is provided. Dayforce shall provide Client Named Support Users (as defined above) with access to (1) its toll-free customer support telephone line and (2) online support portal (the "Help Desk") for reporting to Dayforce any Defects and for inquiries regarding the Services or ordinary use and operation of the Software. Live operators at the Help Desk shall be available during Business Hours. Client shall provide reasonable assistance related to Client systems, as required for Dayforce to correct a Defect. Such reasonable assistance may require Client to provide certain Client information, documentation, technical and other feedback related to Client's systems in order to assist Dayforce to correct such Defect;

(b) Support may be provided to Client Named Support Users through one or more of the following means at Dayforce's reasonable discretion, such as telephone, e-mail, online meeting/portal, or Internet self-service. Support includes general technical information and assistance with Defect determination, isolation, verification, and resolution, (i) during Business Hours with regard to in-person telephonic e-mail and on-line meeting support, or (ii) 24/7 (excluding Regular Maintenance) with regard to Internet self-service. Support services are not to be used as an alternative to obtaining training, Client shall make commercially reasonable efforts to refer to the Documentation (as defined in the Master Services Agreement) as a first step in answering questions and learning functions of the Software prior to contact with Dayforce with regard to problems or questions;

(c) In the event Client Named Support Users use the Help Desk to describe, categorize (in terms of nature and urgency) and submit requests for Support, Dayforce will provide a first response to such inquiry within the time frames set forth in this Service Level Agreement, failing which Client shall be entitled to the rights and remedies set forth therein;

(d) Only Client Named Support Users may access the Help Desk for Support. Dayforce reserves the right to establish a maximum number of Client Named Support Users, acting reasonably;

(e) Dayforce will use commercially reasonable efforts to perform all required maintenance to the Software (or any other elements of the hardware or infrastructure necessary for the provision of the Services contemplated under this Service Level Agreement) during the Planned Maintenance Window. Dayforce will use commercially reasonable efforts to keep the period during which Client's access to the Software is impeded during the Planned Maintenance Window to a minimum. Dayforce will notify Client of all maintenance at least twenty-four (24) hours in advance, provided that, for maintenance for which Dayforce cannot provide twenty- four (24) hour advance notice, Dayforce will provide notice as soon as reasonably practicable. Dayforce will not be responsible for any damages or costs incurred by Client, if any, for Regular Maintenance; and

(f) Support provided under this Service Level Agreement does not include services provided with respect to any problem resulting from configuration or customization of the Service (including any Professional Services) made by or at Client's direction and/or approval. Dayforce shall not be obligated to provide Support if the Software is not used in accordance with the then-current Documentation (including where Client fails to meet the minimum security requirements or best practices as identified by Dayforce) or if any Defect reported by Client is found by Dayforce to be due to the misuse, improper use, alteration, or damage of the Software or Service, lack of training, or any other cause other than the Software as delivered by Dayforce. Client shall be responsible for configuration activities after the implementation by Dayforce or applicable third-party implementer. Client shall pay Dayforce, at Dayforce's then-current rates provided that Client consents to such billable activity, for support, if: (1) Client requests configuration activities or consultation with respect to configuration activities from the Dayforce support team; (2) Client does not assist Dayforce as required; (3) the Software is not used in accordance with the Documentation; or (4) where Client is not meeting the minimum security requirements or best practices, as identified by Dayforce.

(iii) Dayforce may make Modifications to the Software and/or its functionality, for purposes such as maintenance or upgrades, or otherwise as deemed appropriate by Dayforce. Such Modifications will not materially adversely affect Clients' Services or require the payment of additional Fees or costs.

**2.2** Client's Obligations.

(i) Client will designate Client Named Support Users to triage all internal support incidents reported by end users. Triage occurring by Client Named Support Users includes: checking the Documentation for assistance in dealing with the reported incident, attempting to reproduce the incident in a production copy, and documenting the steps required to reproduce the incident. Upon reporting an incident, Client agrees to cooperate, work closely with, and provide assistance to Dayforce in the investigation, diagnosis, and resolution of the incident.

# SERVICE LEVEL METRICS

## *1.0 Client Support Portal Service Levels*

**Objective:** Dayforce will respond in a timely fashion to support enquiries submitted by Client Named Support Users to Dayforce's online support portal.

**Definition:** Client Named Support Users will use Dayforce's online support portal to describe, categorize (in terms of nature and urgency) and submit requests for Support. Dayforce will provide a first response to such inquiry within the time frames set forth below.

**Method:** Case management system tickets opened during the current measurement period will be used to compute the following: Total number of inquiries submitted through the portal and responded to within the corresponding acceptable time frame, divided by the total number of inquiries submitted through the portal.

| Severity | Description | First Response | |
|---|---|---|---|
| | | Application Support Standard | Application Support Premium (if purchased) |
| **Urgent** | A complete inability to use major functionality within the application resulting in a serious impact to the Client's business operations with no existing workaround | Within 1 Business Hour (Monday to Friday) | Within 1 Hour (Monday to Sunday) |
| **High** | Severely limited ability to use major functionality within the application that could impact the Client's business operations, with workarounds that may not fully address the issue | Within 8 Business Hours (Monday to Friday) | Within 4 Business Hours (Monday to Friday) |
| **Medium** | Minor errors in functionality within the application, often accompanied by workarounds | Within 12 Business Hours (Monday to Friday) | Within 12 Business Hours (Monday to Friday) |
| **Low** | General inquiries on the use of the application; Minor cosmetic errors or incidents which otherwise do not require immediate attention; Rare errors that appear during unusual conditions or are otherwise unlikely in normal use; or Errors which have a sustainable workaround | Within 24 Business Hours (Monday to Friday) | Within 24 Business Hours (Monday to Friday) |

**Performance Level:**

| Values | Metrics |
|---|---|
| Target Level for First Response | 95% of enquiries will be responded to within the designated time frame |
| Minimum Acceptable Level for First Response | 80% of enquiries responded to within the designated time frame. |

**Service Level Performance Tracking: Monthly**

## *2.0 Software Availability*

**Objective:** Dayforce will provide Client's users with 24x7 access to information via the internet, except during Regular Maintenance.

**Definition:** The Client's production environment for the Software will be available 24 hours per day, 7 days a week, 365 days a year ("*Total Minutes*"), excluding: Regular Maintenance and unavailability due to (i) improper configuration of the Software caused by the Client (ii) the use of unsupported hardware or software, or (iii) use of the Software not in accordance with the Agreement including this Service Level Agreement; (collectively, "*Maintenance Minutes*").

The Client will be notified of Regular Maintenance through Dayforce's support notice program. An email will be sent from supportnotices@dayforce.com to all Client Named Support Users.

**Method:** Dayforce hosted services system records will be used to compute "Availability" as follows: (Total Minutes minus Maintenance Minutes) minus unscheduled downtime, divided by (Total Minutes minus Maintenance Minutes).

**Performance Level:**

| Values | Metrics |
|---|---|
| Target Level for Availability | 100% availability, excluding Maintenance Minutes. |
| Minimum Acceptable Level for Availability | 99.75% availability, excluding Maintenance Minutes. |

**Service Level Performance Tracking: Monthly**

***Example:***

| | | |
|---|---|---|
| April Total Minutes | 30 days x 24 hrs x 60 mins | 43,200 Total Minutes |
| April Maintenance Minutes | 4 days x 4 hours / day x 60 mins | 960 |
| April Total Available Minutes | 43,200 – 960 | 42,240 |
| April additional excused outages (e.g. force majeure) | 0 | 0 |
| April unexcused outages | 30 | 30 |

***Calculation:***

**[(42,240 – 30) / 42,240 = 99.93%]**

**Result: Meets Minimum Acceptable Level.**