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Service Level Agreement for WhyzeHR

Revision 5.0

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This Service Level Agreement (“SLA”) covers provision and support of WhyzeHR, which provides HR and payroll software functions. The SLA forms part of the service agreement between Whyze Solutions Pte Ltd (“Whyze”) and Customer who is having a current software maintenance with Whyze. This SLA may be amended at any time by Whyze Solutions Pte Ltd, and this agreement remains as valid until revised.

Service Description

WhyzeHR is an end-user software that is accessible via internet on internet browser. Maintenance includes helpdesk support, software updates and hosting on Whyze data center.

Service Support Hours

Customers can expect support for the service to be available during business hours in Singapore.

Business hour: Monday - Friday, 9 a.m. to 6 p.m.

Support cannot be expected on weekends or on public holidays in Singapore.

Customer Support

The point of contact for users will be through the helpdesk.

Email: support@whyze.com.sg

Phone: +65 6838 0161

WhatsApp Chat: +65 9103 7561

Skype Chat: live:support_69957

Service agents will support via phone, email, WhatsApp Chat, Skype Chat, remote (TeamViewer QuickSupport) and WhyzeHR support access.

If all service agents are unavailable, an effort to return all messages (with a telephone call or email) within 8 hours (on Whyze working day) will be made. More than 99 percent of all Service Desk contacts will be handled within 8 hours (on Whyze working day) of message receipt.

Software Update

Software patches will be done by Whyze at server. Patches will cover updates on related statutory changes and Singapore public holiday calendar.

Service Availability

Uptime Commitment

WhyzeHR shall be available at least 99% of the time over 12 months rolling period from maintenance start date.

Uptime Measurement

Scheduled Uptime = (Total Time (24/7)) – (Scheduled Maintenance Windows)

% Availability = (Scheduled Uptime – Unplanned Downtime) / Scheduled Uptime

Unplanned downtime is defined as the time when the fault is reported to Whyze to the time the application services are restored. Planned downtime refers to scheduled maintenance activities causing application service outages and should not be a factor in measuring service availability.

Whyze deploys multiple servers and some of them act as the backup servers should the main servers fail. It shall not constitute a Downtime as long as the application services are accessible by the Customer, even though some of the servers may have failed.

Security

Strong passwords must be used to access WhyzeHR. This will be enforced through user password control on WhyzeHR. Strong passwords are defined as having more than six characters, not matching standard “dictionary” definitions, and having at least 1 capital letters, 1 number and 1 symbol.

Data Backup

Full backup of the data on WhyzeHR will be done by Whyze daily between 12am to 5am Singapore time. In the event of system failure, Whyze will restore using the latest available and working instance of the backup.

Customer can get their own data backup through the export function within WhyzeHR to excel or PDF.

Responsibilities of Parties

For purposes of this SLA, the Customer must immediately contact Whyze to report each occurrence of alleged Downtime, in order for an occurrence to be treated as Downtime.

Whyze will use commercially reasonably good faith efforts to establish the cause of any alleged Downtime. If Whyze determines that the WhyzeHR Service is in fact unavailable as defined herein, the event will be considered as Service Outage.

In the event of an outage caused by force majeure, Whyze will use commercially reasonable efforts to restore WhyzeHR Service Availability. Fortuitous events and force majeure are defined as events beyond Whyze’s reasonable control including, but not be limited to, fire, flood, explosion, war, strike, embargo, Government requirement or act, acts of civil or military authority, acts of God and inability to obtain necessary raw materials or supplies.

Service Credit

If Whyze fails to meet the Service Availability, subject to the provisions of this agreement, Whyze shall provide a Service Credit to the customer, which shall be deducted from the customer’s next year renewal, and shall be the Customer’s sole and exclusive remedy for Whyze failure to satisfy the Service Availability of the SLA.

Service Credit shall be based on the following table:

%Availability not less than 99% for 12 months' period.

From	To	Service Credit
99%	<100%	0%
98.5%	<99%	10%
98%	<98.5%	15%
<98.5%		20%

Service Credit Requests

Customer must contact Whyze in writing to request for Service Credit within 15 days of Whyze failure to satisfy the Service Availability of the SLA. Any Service Credit determined to be due by Whyze shall be deducted from the customer's next year renewal.

Exclusion of Service Level Agreement

The Service Commitment does not apply to any unavailability, suspension or termination of the Whyze services, or any other Whyze Service performance issue:

- That results from a loss of password, suspension, payment dispute, or contract dispute of any kind;
 - Caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Whyze network;
 - That results from any actions or inactions of you or any third party;
 - That results from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);
 - That results from failures of Whyze services not attributable to Unavailability; or
 - That results from any maintenance.
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