Professional Services Schedule

Introduction

PeoplesHR is a leading human capital management software solution focusing on digitalising the entire employee journey within an organisation from hiring to retirement. PeoplesHR enables enterprises to automate day-to-day HR processes, enhances human interactions, and delivers actionable insights for leading organisations across the world.

This document (and the other documents referred to below) set out the terms on which PeoplesHR will provide professional services to its Customers.

This Schedule is for PeoplesHR Professional Services.

Version: Version 1.0

Date: 13/11/2023

1. Agreement Structure

1.1. This Schedule is issued by **HSENID BUSINESS SOLUTIONS BANGLADESH PRIVATE LIMITED** of Suite B2, House 9B, Road 117, Gulshan Avenue, Dhaka 1212, Bangladesh. ("Company").

1.2. General terms applying to the Company's products and services are contained in the Master Service Agreement published by the Company (MSA). Specific terms and conditions are contained in an Order Form.

1.3. Capitalised terms used in this Schedule have the same meaning given to them in the MSA (unless they are given a different meaning in this Schedule).

2. Implementation Services

2.1. The Company will appoint a team of PeoplesHR Professional Services personnel ("Project Team") to help the Customer configure the PeoplesHR Software and deploy it on PeoplesHR Hosting/Customer hosting environment ("Implementation Services") as per the scope, deliverables, estimated timelines and fees set out in the Order Form.

2.2. The Company will perform the Implementation Services generally between 8.30 am and 5.30 pm IST Monday through Friday, except for relevant scheduled holidays.

2.3. Scheduling of the Project Team resources is subject to availability.

2.4. PeoplesHR Software can be integrated with Customer's existing attendance capturing devices. The pre-requisites for third party device integration will be as follows,

- o The Customer needs to get all attendance data to a centralized Microsoft SQL database by connecting all finger scan devices with the database.
- o The Customer should extract data of all clock machines to the centralized Microsoft SQL Standard / Express database.
- o The Customer should provide remote access to PeoplesHR to deploy a windows service on the Customer-server, which the SQL database is being installed.
- o The Customer should enable access to an HTTPS link given by the Company for the integration.
- o Customers will be responsible for pushing the data from clock devices to the centralised database.

2.5. The scope of the Implementation Services does not include any integrations with any third party software and/or systems (other than 2.4 above), unless otherwise agreed in writing on the Order Form.

2.6. The Implementation Services including all meetings, interactions, communications with the Customer and its representatives will be carried out via online means unless otherwise physical presence at the Customer's premises is deemed necessary by the Company or is agreed in writing on the Order Form.

2.7. The Implementation Methodology followed by the Project Team will be as specified in the Order Form and will either be a Standard Implementation Methodology (see Section 3.0) or Fast Track Implementation Methodology (see Section 4.0). The characteristics and services provided under the respective Implementation Methodologies are described below.

2.8. Project Management, which includes, as required:

2.8.1. Project Plan, initially as a high level plan, with tasks, dependencies, schedule and resources confirmed upon completion of planning activities.
2.8.2. Project Coordination, ongoing throughout the project
2.8.3. Project status reporting, and associated meetings, according to an agreed schedule
2.8.4. Project Governance, typically a monthly (or other duration determined by the Project Team) meeting that includes key project stakeholders

3. Standard Implementation Methodology

This section shall be applicable for Customer's using PeoplesHR Professional Services where the Implementation Methodology has been specified as "Standard Implementation" on the Order Form.

3.1. Kick-off and Planning

- Project kick-off meeting would be held within two (02) weeks of receiving the initial payments as per the Payment terms; Kick-off meeting will covers aspects including but not limited to communication plan, high-level milestones, project stakeholder identification and indicative timelines.
- Subsequent to follow-up discussions the Company will submit to the Customer a document containing a timeline for the deliverables applicable ("Project Plan") for the Standard Implementation Methodology.

3.2. Solution Mapping and Blueprint Signoff

- The Project Team will identify and document the current business processes of the Customer that fall within the scope of the PeoplesHR Software modules purchased as per the Order Form and specify the way in which such processes can be configured in the PeoplesHR Software ("Blueprint").
- The Project Team will provide workarounds wherever necessary, to bridge any gaps between the Customer's existing business process and the functionality available in the PeoplesHR Software.
- Customer requirements where software development efforts are required are considered out of scope. Business requirements that are not possible within the current function of the PeoplesHR Software will be considered as a customisation and will be scoped and costed separately from the implementation cost, unless otherwise specifically agreed in writing in the Order Form; The Customer agrees that there is no assurance from the Company that he Change Request will be accepted by the Company.

3.3. Solution Building and Configuration

- The Project Team will deploy the PeoplesHR Software on the PeoplesHR Cloud / Customers hosting environment and configure the same as per the Blueprint.
- Any changes required post configuration or those which lie outside the Blueprint will be completed by the Customer, or alternatively, a Change Request can be raised for the Company to complete the said work at an additional charge as specified in the Order Form.

3.4. User Acceptance Testing (UAT)

- The test schedule will be published as per the Project Plan. The representatives of the Customer will have to create test scripts for UAT and do the testing. The Project Team can help and guide the Customer to carry out testing and validation.
- The Project team will provided necessary guidance to the relevant stakeholders of the Customer via online training sessions (subject to maximum of five days) as part of the UAT phase. Any additional

training requirements shall be requested in writing by the Customer and chargeable at the rate specified in the Order Form.

3.5. Go Live

- The Customer will be able to access the PeoplesHR Software in live production environment.
- Immediately upon Go-Live (entire PeoplesHR Software or a particular module), the project (or the particular module which achieved Go-Live) will be transferred to the PeoplesHR Support team. Interactions with and responsibilities of the PeoplesHR Professional Services team will cease at such point in time.

3.6. Deliverables and Customer Acceptance Criteria for each of the stages of the Standard Implementation Methodology:

Stage	Deliverables	Customer Acceptance Criteria
Kick off and Planning	Project Plan	Approved Project Plan, project stakeholder registry
Solution Mapping Sessions and Blueprint Signoff	Blueprint document	Blueprint signoff
Solution Building and Configurations	Installation and configuration	None
UAT	Solution testing and completion of module implementation	UAT Signoff
Go Live	PeoplesHR Software in production environment	None

4. Fast Track Implementation Methodology

This section shall be applicable for Customer's using PeoplesHR Professional Services where the Implementation Methodology has been specified as "Fast Track Implementation" on the Order Form.

4.1. Kick off and Planning

- Project kick-off meeting would be held within two (02) weeks of receiving the initial milestone payment as per the Payment terms.
- The Company will submit to the Customer a document containing a timeline for the deliverables applicable ("Project Plan") for the Fast Track Implementation Methodology.

4.2. Requirement Template Completion

- The Project Team will share templates to gather information required for the System Setup and PeoplesHR Software Configuration.
- Customer requirements where software development efforts are required are considered out of scope.

4.3. System Setup

- Project Team will carry out the installation of PeoplesHR Software on PeoplesHR Hosting/Customer hosting environment and configure the same.

4.4. Module Workshops

- Project Team will carry demonstrate the functionality of the PeoplesHR Software modules and obtain a sign off for the scope covered by the said modules.

4.5. Module Acceptance

- Project Team will complete the implementation for PeoplesHR Software modules purchased by the Customer and obtain UAT sign-off for the same.

4.6. Go Live

- The Customer will be able to access the PeoplesHR Software in live production environment.

▪ Immediately upon Go-Live (entire PeoplesHR Software or a particular module), the project (or the particular module which achieved Go-Live) will be transferred to the PeoplesHR Support team. Interactions with and responsibilities of the PeoplesHR Professional Services team will cease at such point in time.

4.7. Deliverables and Customer Acceptance Criteria for each of the stages of the Fast Track Implementation Methodology:

Stage	Deliverables	Customer Acceptance Criteria
Kick off and Planning	Project Plan	Approved Project Plan, project stakeholder registry
Requirement Template Completion	Completed templates	Template signoff
System Setup	Installation and configuration	None
Module Workshops	Module handover	Module scope signoff
Module Acceptance	Completion of module implementation	UAT Signoff
Go Live	PeoplesHR Software in production environment	None

5. Customer Responsibilities

The Customer shall be responsible for the following items during the implementation project:

5.1. Resource Management

5.1.1. The Customer will assign a representative ("SPOC") who will act as the single point of contact for all Customer communication with the Project Team and also act as the project manager for the Customer who will ensure the Project Team has timely access to the relevant stakeholders within the Customer

5.1.2. The Customer will assign the necessary IT support resources to be available as required for the duration of the project

5.1.3. The Customer will assign the necessary personnel, who can communicate business requirements and priorities, to be available as required for the duration of the project

5.1.4. The Customer will communicate project responsibilities to all the Customer's stakeholders in a timely manner

5.1.5. The Customer is responsible for managing third parties, wherever relevant

5.2. Access Management

5.2.1. In the event the Project Team is required to visit Customer premises (if deemed necessary at the sole discretion of the Company), the Customer will facilitate any site access requirements, security and safety clearances, prior to the arrival of the Project Team

5.2.2. The Customer to provide all necessary access to the internet, internal networks (if required), systems, meeting rooms, workspaces to the Project Team during project activities, including remote access to systems as required and mutually agreed.

5.2.3. The Customer to provide phone and email contact details for relevant Customer staff to the Project Team performing work as per the Order Form.

5.3. Schedule

5.3.1. The Customer is responsible for notifying the Project Team, in writing, of any changes to the Project Plan and/or inability to meet timelines in the Project Plan as soon as the Customer becomes aware of the matter.

5.3.2. The Customer is responsible for any delay not under the control of Company that results in the Project Team being unable to fulfil their scheduled tasks.

5.3.3. The Customer will provide advance notice of five (5) working days to the Company if the Customer is requesting any rescheduling of work associated with the Order Form.

5.4. Approvals

5.4.1. The Customer to provide feedback to Company documents within five (5) business days of being delivered for review, unless mutually agreed otherwise in writing.

5.4.2. The Customer to signoff documents within five (5) business days of the final version being delivered for signoff, unless mutually agreed otherwise in writing.

5.4.3. One (1) iteration of Customer feedback is assumed, unless mutually agreed otherwise in writing.

5.4.4. The Customer is responsible for coordinating and collating feedback, if multiple stakeholders from the Customer are involved, for Company Deliverables in a manner that is consistent and clear.

5.5. User Acceptance Testing

5.5.1. The Customer is responsible for notifying the Project Team, in writing, of any changes to the schedule of work as soon as the test plan/schedule is shared

5.5.2. The Customer will help Company to isolate and resolve issues identified by testing

5.5.3. The Customer will provide test data to Company that is fit for purpose.

5.6. Other

5.6.1. The Customer is responsible for completing any internal consultation and preparation of a single source of requirements

5.6.2. The Customer is responsible for any changes to customer business process as a result of this implementation

5.6.3. The Company will provide training during the implementation process and the Customer will ensure proper knowledge transfer in situations where Customer's representatives and/or key Authorised Users who handle the administration of PeoplesHR Software changes. If additional training requirements are needed by the Customer in such situations, such services may be provided by the Company subject to availability and charging separate Fees at the then-current charge rates.

5.6.4. The Customer will ensure that data associated with the project is substantially and materially fit for purpose

5.6.5. Project schedules are dependent on timely completion of Customer responsibilities, including signoff, feedback and acceptance.

5.6.6. The Customer is responsible for any data migration not explicitly defined herein or the Order Form

5.6.7. Requests by the SPOC for additional services and/or changes to the scope described in the Order Form may attract additional Fees.

6. Exclusions

The following items are explicitly not included in the scope of PeoplesHR Professional Services:

6.1. Provision, preparation or availability of any hardware or third party hardware

6.2. Data integration, transformation, data modelling, migrations and data loads other than those mentioned clearly in the Order Form

6.3. Education, training or knowledge transfer other than the Training Services defined under the Implementation Methodology or the Order Form.

6.4. Browser settings, configuration, testing, issue management or problem management which are not expressly covered in the Implementation Methodology

6.5. Ongoing support and maintenance for any of the Deliverables mentioned herein.

7. Payment Milestones

7.1. The Fees for the PeoplesHR Professional Services will be set out in the Order Form. Fees are typically calculated on a daily rate and offered as a fixed fee for a fixed scope of work.

7.2. The Company will issue invoices on the completion of the milestones outlined below and all invoices are payable within 30 days of the invoice.

7.3. The schedule of milestones and related amounts payable applicable for the Standard Implementation Methodology will be as follows, unless otherwise mentioned in the Order Form.

Milestone #	Milestone Name	Description	Amount (% of Professional Fees)
Milestone 1	Contract Execution	Date of singing Order Form	60%
Milestone 2	Initial Deployment	Core HR Module Implementation and Blueprint Signoff	10%
Milestone 3	Base Module Implementation	UAT Signoff for Core HR Modules of PeoplesHR Software	5%
Milestone 4	Strategic Module Implementation	Strategic Module Implementation and Blueprint Signoff	10%
Milestone 5	Base Module Implementation	UAT Signoff for Strategic Modules of PeoplesHR Software	5%
Milestone 6	Payroll Implementation	UAT Signoff for Payroll Module of PeoplesHR Software	5%
Milestone 7	Go-Live Completion	Earlier of : • 5 business days after completion of all UAT as per Project Plan; or • Customer uses the system in live production	5%

7.4. The schedule of milestones and related amounts payable applicable for the Fast Track Implementation Methodology will be as follows, unless otherwise mentioned in the Order Form.

Milestone #	Milestone Name	Description	Amount (% of Professional Fees)
Milestone 1	Contract Execution	Date of singing Order Form	60%
Milestone 2	Product Deployment	PeoplesHR Software deployed on PeoplesHR Hosting / Customer hosting environment	20%
Milestone 3	UAT Completion	UAT Signoff for PeoplesHR Software	15%
Milestone 4	Go-Live Completion	Earlier of : • 5 business days after completion of all UAT as per Project Plan; or • Customer uses the system in live production	5%

7.5. The Company will commence work on any Change Requests only after the Customer pays 70% of the Fees quoted for the said Change Request. The Customer agrees that Change Requests made by the Customer and accepted by the Company are non-cancellable and the Fees paid for the same are non-refundable.

8. Term for PeoplesHR Professional Services

8.1. The tern for PeoplesHR Professional Services of each Agreement begins on the Order Start Date and unless terminated sooner as provided in the Agreement, continues until earlier of "Go-Live" completion or the Long Stop Date (defined as one year from the Order Start Date).

8.2. If the Term for PeoplesHR Professional Services expires as a result of reaching the Longstop Date, the Customer and Company shall mutually agree on a revised project plan in order to complete the Implementation Services. The Customer agrees that all Payments made by the Customer to the Company until the Long Stop Date shall be non-refundable and that the revised project plan may incur additional charges calculated based on the daily rate specified in the Order Form.