PeoplesHR SaaS 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 the Company will provide its software solutions and related services to its Customers.

This Schedule is for the Company SaaS services - where the PeoplesHR Software is hosted in the cloud and made available for the Customer's end users.

Version: Version 1.3

Date: 30/12/2024

1. Agreement Structure

1.1. This Schedule is issued by **HSENID BUSINESS SOLUTIONS (INDIA) PRIVATE LIMITED** of New Door 20, 2nd Street, Raghavan Colony, Ashok Nagar, Chennai, Tamil Nadu, 600083, India. ("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. PeoplesHR Software-as-a-Service

2.1. The Company will give the Customer access to the modules of the PeoplesHR Software as described in the Order Form. PeoplesHR Software will be hosted in one single instance either on PeoplesHR Hosting or Customer Hosting.

2.2. Authorised Users of the Customer may access the PeoplesHR Software either via the web or mobile application. It should be noted that there will be differences in the extent of features and functionality available in the web application and the mobile application. The Customer agrees that the Customer's purchase of PeoplesHR Software is neither contingent on the delivery of any future functionality or features nor dependent on any oral, written or public comments made by the Company regarding future functionality or features.

2.3. In order to ensure proper functioning of the system, Authorised User/s shall access the PeoplesHR Software via devices which meet the following minimum system requirements (current as at the date of this Schedule), and any specific requirements listed in the Documentation.

2.3.1. For web users: The Customer must comply with the minimum system requirements set out below:

- Latest version of Microsoft Edge (preferred) or Google Chrome
- Latest version of Adobe PDF Reader
- The cloud access URLs and IP address must be excluded from antivirus program and internet/proxy filters.

2.3.2. For mobile application users: The Customer must comply with the minimal requirements outlined in the Application Store of the respective mobile device vendor.

2.3.3. For Customer Hosting: The Customer is required to provide infrastructure that meets the minimum recommended specifications stipulated by the Company.

2.4. Usage and installation of mobile application should be managed by the Customer's IT team. The Company will not deploy the mobile application to each phone individually.

3. PeoplesHR Support

PeoplesHR Support comprises:

3.1. Software Maintenance

3.1.1. Maintenance includes all scheduled error corrections, software updates and any upgrades (see clause 3.1.3), which the Company develops and releases generally to users of the PeoplesHR Software. Support for additional features developed by the Company, as requested by the Customer, may be purchased separately as a Company Professional Service.

3.1.2. The Company shall maintain and update the PeoplesHR Software. Should the Customer determine that the PeoplesHR Software includes a defect; the Customer may at any time file error reports. During maintenance periods, the Company may, at its discretion, upgrade versions, install error corrections and apply patches to the hosted systems. The Company shall use all reasonable endeavours to avoid unscheduled downtime for software maintenance.

3.1.3. Customers who use the base product of PeoplesHR Software with standard features (i.e. no customisations to code base) will receive periodic feature/security updates and/or version upgrades to PeoplesHR Software. The frequency of such upgrades and the necessity for same will be determined by the Company. Customers who have customisations done to the PeoplesHR Software (i.e. customisations done via Change Requests to the base product) will not be entitled to receive periodic upgrades to PeoplesHR Software. Instead, these instances will be treated as dedicated projects and have a definitive 3-year lifecycle, at the end of which the Customer can request upgrades to align with the then current features and security updates subject to additional charges and limitations as determined by the Company.

3.1.4 In the event PeoplesHR Software is installed on Customer Hosting, the Company must be granted timely access to the Customer Hosting environment as and when required in order to carry out the maintenance activities stated above.

3.1.5. When customer hosting is in effect, upgrades shall be limited to one per Agreement Year. Continuous upgrades throughout the Agreement Year will not be allowed.

3.2. Customer Support Services

3.2.1 The Customer's Authorized Users must lodge all support tickets only via the PeoplesHR Support Portal (details and login credentials to be provided to Customer at Go-Live). Support tickets raised by the Authorised Users of the Customer via alternative means including but not limited to email, telephone calls, mobile/web based messaging services shall not be considered as valid support tickets for PeoplesHR Support.

3.2.2. Support tickets can be lodged online 24 hours a day, seven days a week, using the PeoplesHR Support Portal.

3.2.3. The Company technical support personnel will attend to the support tickets remotely and communicate with the Customer via the PeoplesHR Support Portal (or alternative online means as deemed appropriate by the Company) to obtain further information / clarifications to resolve the support ticket.

3.2.4. All such communication will take place during the hours indicated in the table below depending on the location of the Customer (as per the Billing Address):

Region	Support Availability
South Asia	8.30 am to 5.30 pm IST
Southeast Asia	8.30 am to 5.30 pm Singapore Time
Middle East	8.30 am to 5.30 pm Dubai Time
Africa	8.30 am to 5.30 pm Kenya Time

3.2.5. All Customer communication will be provided in English language on business days only (business days of the respective Customer location as per Billing Address).

3.2.6. All Customer support tickets received by the Company via the PeoplesHR Support Portal will be classified into one of two categories as indicated in the table below:

Category	Description
Support Incident	Any unplanned interruption or reduction in the quality of service of PeoplesHR Software
Service Request	A user-initiated request for a specific service or resource (e.g.: access to a service, changes to existing configurations/requirements, new configurations/requirements)

3.2.7. PeoplesHR Support personnel will assign categories to each of the support tickets based on resolution complexity (as determined by PeoplesHR Support personnel) as per the tables below:

Categorisation for Support Incidents:

Category	Description
P1 - Critical	Severe business impact, affecting multiple users or critical services.
P2 – High Priority	Major disruption but not critical; affects a large number of users or a non-critical service
P3 - Medium Priority	Moderate impact; affects a limited number of users or a minor service
P4 – Low Priority	Minor issues with little to no impact on business operations

Categorisation for Service Requests:

Category	Description
Standard Requests	Routine requests that have predefined processes and are not urgent. Examples include software installation and access requests.
Non-Standard Requests	Requests that require more time due to complexity or dependencies on other tasks or approvals. Examples changes to the existing requirement, enabling new fields and is subject to additional charges.
New Requirements	This will be finalized after reviewing the requirements, assessing feasibility, and ensuring alignment with the system architecture and is subject to additional charges.

3.2.8. The Authorised User/s of the Customer shall provide the following information when logging a support ticket in the PeoplesHR Support Portal with respect to any reported errors to enable the Company to reproduce and verify the same as an error:

a) What happened - Clear description of the incident/issue with a test case
b) Who is impacted - User or users impacted by the incident/issue.
c) Where did it take place - Business unit, sector the incident/issue took place
d) When did it take place - Clear date and time of the issue
e) Why did that happen - Attempted use of system / The triggering action causing the issue

3.2.9. The PeoplesHR Support personnel will use all commercially reasonable endeavours to process the support tickets, issue trouble ticket tracking numbers if necessary, determine the source of the problem and respond to the Customer within the time periods specified below:

Service Level Agreement for Support Incidents:

Category	Response Time	Resolution Time
P1 - Critical	30 minutes	12 working hours
P2 – High Priority	30 minutes	18 working hours
P3 - Medium Priority	30 minutes	3 business days
P4 – Low Priority	30 minutes	5 business days

Service Level Agreement for Service Requests:

Category	Response Time	Resolution Time
Standard Requests	30 minutes	5 business days
Non-standard Requests	30 minutes	10 business days (or longer depending on complexity)
New Requirements	30 minutes	N/A

3.2.10. When Customer Hosting applies, both Acknowledgement and Resolution Times shall be calculated from the point of providing the Company access to the Customer Hosting environment.

3.2.11. The Company may update its support processes from time to time by giving Customer at least one month's notice, but only where the Company makes this change for its customers generally (for example, details of how to log a support ticket) and the changes do not materially reduce the scope or level of support (for example, the Company may not unilaterally reduce the target times in the table above).

3.2.12. In order for the Company to provide these support services, the Customer is responsible for:

   a)   ensuring its Authorized Users have enough knowledge and experience of software products for proper interaction with the Company technical staff regarding support services, including authority to implement remedial actions as instructed by the Company;
   b)   providing support for data integration tools and processes developed or maintained by the Customer or third parties to connect PeoplesHR Software to the Customer's other software and databases.
   c)   providing timely access to the Customer Hosting environment, if PeoplesHR Software is deployed on Customer Hosting.

3.2.13. Before the Company or the Customer makes changes to integration interfaces between the PeoplesHR Software and the Customer's internal data stores or systems, the Company or the Customer shall provide notice to the other in order to ensure the continued operation of any integration interfaces affected by such changes. Whoever is proposing the change (the Company or Customer) will give the other party at least two months' advance notice of such changes, including the new interface specifications and a technical contact to answer questions on these changes. the Company or the Customer (as applicable) shall also provide up to 15 days of integration testing availability to ensure smooth transition from the previous interfaces to the new interfaces and the Customer shall pay for all such services relating to integration testing carried out by the Company at the prevailing daily charge rates.

4.   PeoplesHR Hosting

This section shall not apply if PeoplesHR Software is hosted on Customer Hosting.

4.1.   Hosting Services

4.1.1   The PeoplesHR Software will be installed and hosted on computing equipment of a hosting service provider retained by the Company.

4.1.2.   The Company will ensure the hosting service provider:

   a)   is a globally recognised firm;
   b)   maintains a professional hosting facility designed for such use, equipped with industry standard physical access security, climate control, fire suppression, and managed power supply;
   c)   offers industry-standard data access security arrangements (on request the Company will give the Customer details of its then-current hosting provider/s and links to their security procedures.

4.1.3.   The Company will install all system, database and the PeoplesHR Software on the hosted environment and will ensure that it is accessible via the internet. The loading of initial Customer data will be performed as part of the implementation, as per PeoplesHR Professional Service.

4.1.4.   The Customer shall, and shall ensure that its Authorised Users shall, make their own arrangements for internet access in order to access the PeoplesHR Software.

4.1.5. The Company will provide continuous monitoring of the computing, operating and networking infrastructure to detect and correct abnormalities. This includes environmental monitoring, network monitoring, load balancing monitoring, web server and database monitoring, firewall monitoring, and intrusion detection.

4.1.6. The Company will develop the back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process. In the event of data loss, the Company shall provide recovery services to try to restore the most recent back up.

4.1.7. The back-up schedule shall be as indicated in the table below:

Backup Type	Backup Frequency	Retention Period
Full backup	Daily	14 days
Full backup	Weekly	6 weeks
Full backup	Monthly	12 months
Full backup	Yearly	5 years

4.1.8. The Company shall adhere to the following data archival policy:

a) Payroll Data
A total of 5 years data will be retained as follows:
o Data for up to 02 years will be maintained in the production database, accessible to the Customer through PeoplesHR Software
o Data beyond 02 years up to 05 years will be archived in cold storage and retrievable via reports

b) Leave and Attendance Data
o Data for up to 02 years only will be available in the production database, and accessible to the Customer through PeoplesHR Software

c) Audit Logs
o Data for up to 06 months only will be maintained in the production database.

4.1.9. The Company will ensure that an automated disaster recovery solution is in place with the hosting service provider/s retained by the Company to facilitate business continuity and protection of the Customer data. The said disaster recovery solution will replicate Customer data to a secondary data centre which is located separately from the primary data centre.

4.1.10. The Company will provide release management and change control services to ensure that versions of servers, network devices, storage, operating system software and utility and application software are audited and logged, and that new releases, patch releases and other new versions are implemented as deemed necessary by the Company to maintain the PeoplesHR Hosting services.

4.2. Maintenance

4.2.1. The Company will conduct routine, planned maintenance of the hosting equipment, facility, the PeoplesHR Software or other aspects of the Hosting services (Maintenance).

4.2.2. Except for any emergency events, Maintenance will be performed outside standard business hours.

4.2.3. Any Maintenance which occurs during standard business hours, and which was not requested or caused by the Customer, shall be considered downtime for the purpose of service availability measurement. The Company shall at all times endeavour to keep any service interruptions to a minimum.

4.3. Availability

The Company shall use commercially reasonable efforts to provide 99.5% availability for the PeoplesHR Hosting. Monthly uptime percentage measurements shall exclude planned downtime for the purpose of providing maintenance services, patch updates and upgrades.

5. Fees

5.1. The Fees for the Services described in this Schedule will be set out in the respective Order Form signed by each Customer.

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

6. Term

6.1. The Company will provide these Services for the duration of the Agreement Term (as specified on the Order Form) commencing from the Order Start Date (as specified on the Order Form).

6.2. Unless the Order Form provides otherwise, at the Order End Date (expiry of Agreement Term commencing from the Order Start Date), the Agreement will automatically renew for successive periods which are equivalent to the expiring Agreement Term specified in the Order Form, following this process:

a) At least 60 days before the Order End Date, the Company will notify the Customer (via email) of the Order End Date, and any change in the Fees for the subsequent period of the Agreement Term.
b) The Customer may choose not to renew, by notifying the Company (via email) at least 30 days before the Order End Date.
c) If the Customer does not give notice as mentioned above or if the Customer does not respond to the notification of change of Fees, the term automatically renews at the Fees notified by the Company.
d) The process repeats at the expiry of each Agreement Term.

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