

SERVICE LEVEL AGREEMENT (“SLA”) FOR ACCENTURE HCM SOFTWARE AND ERP CLOUD TOOLS AS A SERVICE

1. Service Level Agreement

This Service Level Agreement (“SLA”) for Accenture HCM Software and ERP Cloud Tools As a Service sets forth the Technical System Availability for the productive version of the applicable SaaS Service subscribed by Client in the applicable Accenture Software for HCM and ERP Cloud Tools SaaS Service Order.

2. Definitions

“Downtime” means the Total Minutes in the Month during which the productive version of the applicable SaaS Service is not available, except for Excluded Downtimes.

“Month” means a calendar month.

“Total Minutes in the Month” are measured 24 hours at 7 days a week during a Month.

3. Technical System Availability

3.1 Definition of Technical System Availability (hereafter “TSA”)

For purposes of determining each application availability, each SaaS Service will be deemed to be available if the related productive web service successfully responds to HTTP calls (where a basic HTTP has a response code of 200), as measured by Accenture.

The TSA percentage is calculated as follows:

$$\text{TSA percentage} = \left[\frac{\text{Total Minutes in the Month} - \text{Downtime}}{\text{Total Minutes in the Month}} \times 100 \right]$$

Example:

Assuming a total of 44640 minutes (1 month) the unscheduled downtime is 330 minutes (measured by Accenture monitoring tools), the System Availability for such month will be: $\left[\frac{44640 - 330}{44640} \times 100 \right] = 99,3\%$ TSA

TSA	99.3% TSA percentage during each Month for productive versions
Exclusions of System Availability	<p>Accenture shall not be responsible for any failure to meet a Service Level (and may exclude any such failure or incident from the service measurement calculation) if such failure is attributable to:</p> <ul style="list-style-type: none"> (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any other Scheduled Downtime according to Section 4 for which the customer has been notified at least five (5) business days prior to such Scheduled Downtime or (iii) actions or omissions of Client (including Client’s failure to perform its responsibilities) (iv) Failures, errors or defects in Client’s facilities, hardware, software or network or other resources provided by the Client. (v) Acts or omissions of Client’s employees, contractors or agents (vi) Circumstances that constitute a Force Majeure event. (vii) unavailability caused by factors outside of Accenture’s reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised. (viii) Unavailability as necessary to address a zero-day software vulnerability, data integrity risk, or material threat to the SaaS Services or Client Content, which may require immediate action and for which advance notice is not reasonably practicable (nor advisable).

Scheduled Downtime	To meet the Service Level expectations, regular ongoing maintenance is a required procedure. Such maintenance will sometimes render the SaaS Service unavailable amounting to “Scheduled Downtime”. Scheduled Downtime for the applicable SaaS Service to which customer has subscribed is set forth in Section 4 below entitled “Maintenance Windows for SaaS Services”.
---------------------------	---

3.2 Reports

Accenture will provide to Client a monthly report describing the TSA percentage for the applicable SaaS Service either (i) by email following a Client’s request to ASWHCM support, (ii) through the SaaS Service or (iii) through an online portal made available to Client, if and when such online portal becomes available.

4. Maintenance Windows for Accenture SaaS Services

Accenture can use the following maintenance windows for Scheduled Downtimes as listed below. Accenture will provide Client reasonable notice without undue delay of any major upgrades or emergency maintenance to the SaaS Services.

Regular Maintenance Windows

By Accenture – Weekly (2 hours)	<p>Middle East North Africa data center</p> <ul style="list-style-type: none"> Thursday – Starting 4:00 pm (UTC) <p>Europe data center</p> <ul style="list-style-type: none"> Thursday – Starting 02:00 am (UTC) <p>Americas data center</p> <ul style="list-style-type: none"> Thursday – Starting 05:00 am (UTC) <p>Asia Pacific data center</p> <ul style="list-style-type: none"> Thursday – Starting 02:00 pm (UTC)
SAP Cloud Platform (blocked by SAP) – Weekly (3 hours)	<p>Middle East North Africa SAP Cloud Platform data center</p> <ul style="list-style-type: none"> Friday – Starting 7:00 pm (UTC) <p>Europe SAP Cloud Platform data center</p> <ul style="list-style-type: none"> Saturday – Starting 10:00 pm (UTC) <p>Americas SAP Cloud Platform data center</p> <ul style="list-style-type: none"> Saturday – Starting 04:00 am (UTC) <p>Asia Pacific SAP Cloud Platform data center</p> <ul style="list-style-type: none"> Saturday – Starting 03:00 pm (UTC)

Major Upgrades Windows Up to 8 times per year

Accenture - (6 hours)	Saturday – Starting 09:00 am (UTC)
SAP Cloud Platform (blocked by SAP) – (4 hours)	<p>Asia Pacific SAP Cloud Platform data center</p> <ul style="list-style-type: none"> Friday – Starting 02:00 pm (UTC) <p>Europe SAP Cloud Platform data center</p> <ul style="list-style-type: none"> Friday – Starting 10:00 pm (UTC) <p>Americas SAP Cloud Platform data center</p> <ul style="list-style-type: none"> Saturday – Starting 04:00 am (UTC)