HRoes – The Virtual Workplace: Service Level Agreement

Introduction

1. Purpose:

This Service Level Agreement (SLA) outlines the commitments, expectations, and responsibilities governing the provision of SaaS HR support services by HRoes Limited, herein referred to as "the Service Provider," to yourselves, herein referred to as "the Customer."

2. Parties Involved:

Service Provider: HRoes Limited
Customer: Your organization

3. Service Description:

At HRoes Limited we are dedicated to delivering cutting-edge HR software, employment-law qualified HR services and providing top-tier support services. This SLA defines the levels of service excellence our customers can expect.

4. Context and Background:

In today's fast-paced business environment, effective HR support is essential for the success of organizations. This SLA reflects our commitment to ensuring that our customers receive the highest level of support and assistance to optimize their HR operations.

Through this agreement, we establish clear expectations, performance metrics, and guidelines that will enable a seamless partnership between HRoes Limited and your organization. Together, we aim to drastically improve HR experiences and drive excellence in HR management through the use of our software.

Service Description

1. Core Services Provided

- HR Software Access: HRoes Limited grants the customer access to our comprehensive SaaS HR software and employment law services (where applicable), empowering them to manage various HR functions seamlessly.
- User Support: Our expert support team is available during specified hours to assist users with software-related queries, issues, and guidance.
- Data Security: We implement robust security measures to protect customer data and ensure compliance with General Data Protection Regulation (GDPR).
- Regular Software Updates: Customers receive regular updates and enhancements to the software to ensure it remains aligned with industry standards.

2. Add on Services, Software and Hardware

- Customization Options: Customers have the option to customize the software to meet their unique HR needs, including tailored reports, integrations, and branding.
- Additional Options: HRoes Limited offers a range of additional software modules that can be integrated into the HR system, such as payroll management and analytics.
- Hardware Compatibility: We provide guidance on hardware requirements for optimal software performance, including recommended devices and configurations.

3. Service Performance

- Uptime Guarantee: HRoes Limited commits to maintaining a minimum uptime of 99.9% for the HR software, ensuring that customers can rely on uninterrupted access.
- Response Times: We guarantee rapid response times to customer support inquiries, with initial responses typically provided within 15 minutes.
- Availability: HR software access is available at all times, with exceptions noted for planned maintenance.

4. SLA Performance Metrics

- Uptime and Downtime: HRoes Limited will measure and report on system uptime and any unscheduled downtime. Downtime is defined as any period when the system is not available for customer use.
- Response Times: The SLA specifies the maximum allowable response times for different types of support requests, such as critical incidents and non-critical inquiries.
- Resolution Times: Clear benchmarks are established for resolving various types of issues, ensuring timely problem resolution.

5. Planned and Emergency Maintenance

- Scheduled Maintenance: HRoes Limited will schedule routine maintenance activities during off-peak hours, with advance notice provided to customers within 48 hours of planned maintenance.
- Emergency Maintenance: In the event of critical system issues requiring immediate attention, we may perform emergency maintenance. Advance notice may not be feasible in such cases, but efforts will be made by our Support Team to notify you at the earliest possibility to minimize disruptions.

Service Level Objectives (SLO's)

1. Uptime and Availability:
- SLO: Achieve a minimum uptime of 99.9% for HRoes Limited software services.
- Measurement: Uptime will be calculated as the percentage of time the system is available for customer use during a specified period, namely a rolling 12-month period.

2. Response Times:
- SLO: Respond to critical incidents within 10 minutes, and non-critical inquiries within 15 minutes.
- Measurement: Response times will be measured from the time a customer submits a support request to the time they receive an initial response.

3. Resolution Times:
- SLO: Critical incident resolution will depend entirely on the nature of the incident. We will endeavor to resolve any critical incidents within 1 hour, however this is a guideline. Non-critical issues, however, will be resolved within 24 hours, excluding any issues requiring a development fix. Note that these measures will exclude weekends and bank holidays.
- Measurement: Resolution times will be measured from the time an issue is reported to the time it is fully resolved to the customer's satisfaction.

4. Support Availability:
- SLO: Provide support during the hours of 8am to 5pm GMT, from Monday to Friday.
- Measurement: The availability of support services will be based on the specified hours of operation.

5. System Performance:
- SLO: Maintain system performance levels that ensure responsive and efficient use of the HR software.
- Measurement: Performance metrics will be regularly monitored and reported to ensure that the software meets performance expectations.

6. Data Security and Privacy:
- SLO: Implement and maintain robust data security measures to ensure compliance with relevant data protection regulations, namely GDPR.
- Measurement: Regular security audits and compliance checks will be conducted to verify adherence to data security and privacy standards.

7. Regular Updates:
- SLO: Provide regular software updates and enhancements to keep the current system aligned with industry security standards.
- Measurement: Updates will be scheduled and communicated to customers, with adherence to the update schedule monitored.

8. Support Communication:
- SLO: Maintain clear and effective communication channels for support inquiries, updates, and issue resolution. Communication options will include live chat function, email and telephone/online video support.
- Measurement: Customer feedback and communication records will be reviewed to ensure effective communication practices.

9. Planned Maintenance:

- SLO: Schedule planned maintenance during off-peak hours whenever possible and provide customers with advance notice of 48 hours.
- Measurement: Compliance with scheduled maintenance times and notice periods will be tracked.

10. Emergency Maintenance:
- SLO: Respond to critical system issues requiring emergency maintenance promptly, with the goal of minimizing downtime. When emergency maintenance becomes apparent, our Support Team will reach out to customers affected within 10 minutes of the commencement of system downtime. This will be communicated via our status page (URL HERE).
- Measurement: Response and resolution times for emergency maintenance will be monitored and evaluated.

Support and Customer Service

1. Support Channels

   - Email Support: Customers can reach our support team by sending an email to [support@email.com]. We aim to respond to email inquiries within 15 minutes.
   - Phone Support: For urgent issues, customers can contact our support hotline at [phone number]. Our support staff will be available during our support hours to assist promptly.
   - Live Chat: We offer live chat support via our website during our support hours. This channel provides real-time assistance and quick resolutions for inquiries.

2. Support Hours

   - Regular Support Hours: Our standard support hours are Monday to Friday from 8am to 5pm GMT. During these hours, customers can expect immediate assistance through the designated support channels.
   - Holiday Schedule: We maintain a holiday schedule, which will be communicated in advance to customers. During holidays, support may be limited to email inquiries with delayed response times.

3. Issue Escalation

   - Level 1 Support: Our initial support team will handle incoming inquiries and aim to resolve issues promptly within our standard response and resolution times. Examples include simple queries such as resetting passwords or advising on simple system function.
   - Level 2 Escalation: In cases where an issue cannot be resolved by Level 1 support within the specified timeframes or requires specialized expertise, it will be escalated to Level 2 support. This escalation typically involves senior support staff or technical experts – an example here would be a case involving a local or custom integration.
   - Level 3 Escalation: In rare situations where Level 2 support is unable to resolve an issue, it will be escalated to Level 3 support, involving senior management and

technical leadership for immediate attention. Issues raised to Level 3 will likely involve the requirement of a back-end resolution by our development team. As such, Level 3 Escalations will involve the assignment of case numbers and weekly updates on these fixes.

Escalation Criteria: Issues may be escalated based on criteria such as critical impact, prolonged resolution times due to software development required, or customer request for escalation. We prioritize customer satisfaction and timely issue resolution.

Reporting and Communication

1. Regular Reporting
- Frequency: Reports on system and support performance will be generated monthly and available on request. These reports will be uploaded to our website, via the service status page.
- Content: Each report will include an overview of system uptime, response and resolution times, key performance metrics, and any notable incidents or maintenance activities during the reporting period.
- Delivery: Reports will be uploaded to our status page for all customers.

2. Communication
- Notification of Issues: In the event of system issues or outages that impact customer access, HRoes Limited will promptly notify affected customers via the HRoes system status page.
- Scheduled Maintenance: For planned maintenance activities, HRoes Limited will provide advance notice to customers. Notices will include the date, time, expected duration, and a brief description of the reasoning behind the maintenance.
- Emergency Communication: In the case of critical system incidents or emergencies requiring immediate attention, customers will receive timely updates on the status and progress of issue resolution via the HRoes system status page.
- Status Updates: Customers can monitor the status of our services and any ongoing incidents through our dedicated status page, accessible via [STATUS PAGE URL]. This page provides real-time updates on system status and incidents.

Security and Data Privacy

1. Data Security
- Access Controls: We implement strict access controls to ensure that only authorized personnel can access customer data. Access is granted on a need-to-know basis.
- Data Encryption: All data transmitted between the customer and our servers is encrypted using industry-standard encryption protocols to protect against unauthorized interception.
- Data Backup: Regular data backups are performed to prevent data loss in case of unexpected incidents or system failures.

- Security Audits: We conduct regular security audits and vulnerability assessments to identify and address potential security threats. This will include regular penetration testing by a third party.

2. Compliance
- GDPR Compliance: We adhere to the legal requirements of the GDPR, which includes obtaining appropriate consents, providing data subject rights, and reporting data breaches within the legally required timeframes.
- Data Processing Agreement: Upon request, we provide customers with a Data Processing Agreement (DPA) that outlines our responsibilities as a data processor under applicable data protection laws.

3. Data Handling
- Data Retention: We retain customer data only for as long as necessary to fulfill the purposes for which it was collected or as required by applicable laws and regulations.
- Data Deletion: Upon customer request or contract termination, we ensure the secure deletion of customer data from our systems and backups within 30 days of the termination date. During this period, the designated customer administrator has the ability to request a copy of deleted information which can be downloaded in CSV format.

4. Incident Response
- Data Breach Notification: In the event of a data breach or security incident that affects customer data, we will promptly notify affected customers in accordance with legal requirements.
- Investigation: We conduct thorough investigations of security incidents to determine the extent of the breach, its cause, and the steps necessary to mitigate potential future risks.

5. Third-Party Audits and Certifications
- Current Security Practices: Our security practices align with the ISO 27001 standard, demonstrating our commitment to maintaining a robust information security management system.
- Third-Party Audits: We regularly engage third-party security audits to assess the effectiveness of our security measures and identify areas for improvement.

Responsibilities

1. Customer Responsibilities
- Data Accuracy: The customer is responsible for ensuring the accuracy and completeness of data migrated into the HRoes software system. This includes employee data, payroll information, and any other relevant HR data.
- User Management: The customer is responsible for managing user accounts, access permissions, and ensuring that only authorized personnel have access to the system.
- Communication: Timely and accurate communication of issues, support inquiries, and feedback to HRoes Limited is essential to expedite issue resolution.

- Terms of Use: Customers are expected to adhere to the terms of use and acceptable use policies outlined in the service agreement to maintain the integrity and security of the service.

2. Provider Responsibilities
- Support Services: HRoes Limited is committed to providing timely and effective support services during specified support hours. Our support team will work diligently to resolve customer inquiries and issues.
- Data Security: We are responsible for implementing robust data security measures, as outlined in the "Security and Data Privacy" section of this SLA, to protect customer data.
- Service Availability: HRoes Limited will make every reasonable effort to ensure the availability and uptime of the HR software as defined in the SLA's "Service Performance" section.
- Planned Maintenance: Scheduled maintenance activities will be communicated in advance, with a commitment to minimizing disruption during maintenance windows.

Exit Strategy and Data Ownership

Data Ownership
- Customer Data Ownership: The customer retains full ownership of all data migrated into HRoes HR software and managed through the service.
- Data Extraction: In the event of termination, upon customer request, HRoes Limited will provide mechanisms for data extraction in a standard format within 7 days of the notified termination date. Additional fees may apply for data extraction services.
- Data Deletion: HRoes Limited will securely delete customer data from its systems and backups in accordance with the data deletion policy outlined in the "Security and Data Privacy" section of this SLA.

Legal and Compliance

1. Governing Law
- Jurisdiction: This SLA is governed by and will be interpreted in accordance with the laws of England and Wales, without regard to its conflict of law principles.
- Jurisdiction for Dispute Resolution: Any disputes or claims arising from or related to this SLA will be subject to the exclusive jurisdiction of the courts located in England and Wales.

2. Liabilities
- Liability Limits: All liability limits will be individually specified in your HRoes terms and conditions.
- Indemnification: The customer agrees to indemnify and hold HRoes Limited harmless from any third-party claims, losses, or liabilities arising out of or related to the customer's use of the HRoes HR software and services.

3. Changes and Amendments
- Notice of Changes: HRoes Limited reserves the right to make changes or amendments to this SLA upon written notice to the customer. Notice may be provided via email, through the customer portal, or by other means as specified in the service agreement.
- Customer Consent: Significant changes to the SLA that materially affect the customer's rights or obligations require the customer's consent. Customers will be provided with the opportunity to review and accept such changes before they take effect.
- Review Period: Customers will be given a reasonable period to review proposed changes and provide feedback or request clarification. HRoes Limited will consider customer input when making amendments.

Appendices and Attachments (Examples)

Insert Terms and Conditions when formatted