SERVICE LEVEL AGREEMENT

MHR Retained Consultancy Service



1. Document Control

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3. Introduction

3.1 Purpose

This Service Level Agreement (SLA) defines the Services provided by the Company (MHR), which are delivered to the Customer (You) for the service hours purchased. It also defines the service and the service level with the objective of:

- Clearly defining responsibilities.
- Defining the MHR Retained Consultancy Services
- Defining effective communication channels.
- Documenting problem resolution and escalation processes.

Retained Services – This is delivered by a dedicated MHR resource group, consisting of experts from across Payroll, HR, Analytics, and Technical (the 'MHR Retained Team'). The Retained Service will be pre-booked every anniversary of the Agreement start date, to mutually agreed dates and within an agreed budget.

Any other work falling outside of your pre-booked Retained time must be raised via MHR Assist. These requests are chargeable and subject to the MHR Assist SLA.

Any questions or clarification regarding the SLA should be referred to your Account Manager.

3.2 MHR Retained Consultancy Service - services in scope

The following products and services are in scope for MHR Retained Consultancy Services:

In scope services

Additional consultancy and project management during implementation

Advice & guidance across any MHR product and Third-Party Products



Business Intelligence advisory requests to include security requests, report fixes or configuration changes Changes to configuration across any MHR product and Third-Party Products Configuration reviews for any MHR product or Third-Party Products Configuration updates for standard MHR interfaces; for example, General Ledger. Implementation of new features and modules, including configuration New business intelligence report writing or completion of report Security reviews and assessment of iTrent configuration Software and technical health checks Support for post upgrade actions System administration support for iTrent and Third-Party Products Training & knowledge transfer UAT and post go-live support Offboarding support Service continuity - MHR to document processes. If needed, work will be raised and delivered via MHR Assist.

3.2.1 Knowledge Transfer

The scope of Knowledge Transfer is as follows:

Onboarding support using automation services

Consultancy knowledge transfer – After the work has been completed, we will provide
documentation and a call if needed to explain the changes and why.



3.3 MHR Retained Consultancy Services – services out of scope

The following products and services are out of scope for MHR Retained Consultancy Services:

Out of scope

Examination of any systems or services that were not purchased from MHR

All Training Courses

Raising and monitoring cases with MHR

Onboarding new businesses (MHR will provide documentation, automation services & build if agreed, You are responsible for scope, testing and roll out)

Purchasing of new software modules

Cloud Services Requests, including, but not limited to, out of hours upgrades; IP Address changes; additional third-party software deployments; certificate updates.

Specifically related to Cyber Security:

- Investigation with employees to validate potentially suspicious behaviour.
- Communication to any third parties about the incident, such as management, employees, regulators, or suppliers
- Overall co-ordination of the incident

The SLA covers only the areas stated in clause 3.2, anything not detailed will not be covered as standard. Requests for services not in scope should be referred to your Account Manager (AM).

3.4 Exceptions

The following are **exceptions** related to the provision of the MHR Retained Consultancy Services:

Exceptions

If a defect has been resolved in a future release, service pack, or hotfix, the preference of MHR is to install the latest software updates – **no hours will be consumed.** MHR Retained Consultancy Service Hours **will be consumed** if you choose not to install any hotfix or service pack and a new alternative solution is required.



MHR Retained Consultancy Service Hours will not be consumed if an issue is solely caused by MHR, including but not limited to a software defect

Out of hours work where agreed in advance will consume double the number of hours. (6 hours per day)

3.4.1 How are hours consumed?

Requests for Retained Consultancy Services are made via the MHR Service Cloud. Pre-booked time is used to complete the request in full. The work is delivered in line with the agreed scope for the pre-booked session.

If additional hours from Your allocation, are required to complete a service request, this will be confirmed with You, prior to the hours being consumed.

Charges for cancellation or postponement by You of a work assignment shall be made pursuant to the following calculations.

If You cancel or postpone;

- (a) with more than fifteen [15] Working Days equals no charge:
- (b) with fewer than fifteen [15] clear Working Days equals 50% of the relevant Charges; or
- (c) with fewer than five [5] clear Working Days equals 100% of the relevant Charges.

In each case, the calculation is made from the scheduled date of such work assignment. You accept and agree that the fees outlined above represent a genuine pre-estimate of loss which shall be deducted from the Your MHR Retained Consultancy Services allowance to MHR, upon demand.

3.4.2 Additional Hours

If You do not have enough hours in your MHR Retained Consultancy Services allocation for a service request to be delivered, additional hours can be purchased through your Account Manager (AM).



3.4.3 Hours of Operation

The MHR Retained Consultancy Services operate **Monday** to **Friday** (excluding UK Bank Holidays) between **9am** – **5pm**.

4. Process & Responsibilities

	Company	Customer
IHR Retained Service: Work Request		
All bookings agreed at each anniversary of their agreement date	~	✓
Additional Work Request is to be raised via the Service Cloud		~
Work Request raised by a nominated employee		~
On the pre-booked day, the consultant will complete the	~	
planned tasks e.g. housekeeping and any cases raised as		
retained (You will be notified is some items aren't completed)		
Service Usage		
If a work request is not covered by this SLA, MHR will notify You	~	
within one [1] Working Day following the date of the request and	•	
will recommend additional supporting services.		
Ad Hoc Requests are to be raised under MHR Assist		~



5. Escalation Contacts

The following table lists the names, titles, telephone numbers, and email addresses of the Company contacts. Please follow the escalation route:

Escalation Level	Contact	Telephone	Responsibilities
Tier 1	MHR Assist Team MHRassist@mhrglobal.com	0115 945 6944	Initial Escalation Route
Tier 2	Adam Bridges MHR Assist Consultancy Manager Adam.Bridges@mhrglobal.com	0115 945 6000	Escalation point for significant MHR Retained Service Issues
Tier 3	Customer Services Director Alex.Loach@mhrglobal.com	0115 945 6000	Escalation point for significant HR, Payroll and Technical service issues
Tier 4	lain Moffat Chief Delivery Officer lain.Moffat@mhrglobal.com	0115 945 6000	Chief Delivery Officer responsible for all Professional Services Consultancy

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