



PANTHER NAILS

MAINTENANCE, ASSISTANCE AND SERVICE LEVEL AGREEMENT OF ONE APP – HRMS

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CONTENTS

CONTENTS

- Legends3
- Introduction3
- Curative And Evolutive Maintenance Coverage3
 - Scope of Work3
 - Telephone Technical Support4
 - email technical support4
 - in app ticketing system based technical support5
 - Application Environments.....6
 - Platform Uptime6
- Definition of Priority Categories6
 - Priority Category 1 or Major Issue6
 - Priority Category 2 or Moderate Issue7
 - Priority Category 3 or Minor Issue.....7
 - Unprioritized Issues or Service Requests7
 - Exclusions from the Standard Support and Maintenance Coverage8
- Support Organization And Response Times.....9
 - Support Resources and Levels.....9
 - Level 1 Support9
 - Level 2 Support9
 - Level 3 Support9
 - Support Response Time SLA 10
 - Panther Nail’s Escalation Procedures for Issue Resolution..... 10
- Service Level Agreements And Associated Penalties..... 11
 - Service Availability SLA Definition..... 11
 - General Sustainability of the Panther Nails platform 11
 - Conditions for Service Availability SLA to Apply 11
 - BUSINESS Support Service Obligations..... 12

LEGENDS

1. Company – Panther Nails Technologies Pvt Ltd.
2. Business – Panther Nails' customer who has purchased the SaaS subscription.
3. User – users who are using the Panther Nails' Applications as per the rights given by the business.
4. Data – Collectively "User Personal Data" And "User Business Data".
5. SPOC – Single Point of Contact.

INTRODUCTION

Panther Nails is pleased to offer a technical support model that provides business value throughout the product's lifecycle. From design, build to run (ongoing support and upgrades), Panther Nails Team empowers our customers with the tools to maximize their technology investment. In addition to conventional support processes, we offer remote assistance that allows you the flexibility to access our technical team in a way most convenient to your needs.

The Panther Nails Support Service includes:

- Technical support is available from Monday to Saturday (except company holidays) between the standard working hours of IST 9.00 am - 6.30 pm through telephone, email, or in app ticketing system.
- Access to all documentations, product manuals available within application
- Response times SLAs

Panther Nails Support Service is available to all the businesses who are using Panther Nails Product Suite.

CURATIVE AND EVOLUTIVE MAINTENANCE COVERAGE

SCOPE OF WORK

Panther Nails provides full support for the One App - HRMS Suite. The products can be delivered together or independently from each other and delivered in different ways depending on the local context. This document does not refer to any specific feature in HRMS suite but more generally to the solutions provided by Panther Nails.

Specifically, this includes Technical Support (levels 1, 2 and 3) and Remedial Maintenance Support for Panther Nails Solutions.

Under this contract, Panther Nails will also execute these preventive maintenance support and software enhancement functions:

- Announce new software releases, updates, and upgrades to installed software (available on the Web portal)
- Specifically recommend deployment of major bug fixes or security patches when appropriate

The maintenance and support contract also gives the Businesses the right to deploy all minor and major updates and upgrades with the same scope of functionalities.

Panther Nails shall support each major version of the Software for the longer period of 24 months after the official release of the next version and 36 months after the initial purchase date of the Software version by the Businesses.

The agreement is subject to change with 1-month prior notice to all the Businesses who have availed of the services from Panther Nails.

TELEPHONE TECHNICAL SUPPORT

Panther Nails Support Team is available to the Businesses via these Support Numbers. To ensure that we can address any query quickly and efficiently, we request you to have the following information with you while calling:

- Businesses Information, including primary contact.
- Support Service Request Number (logged through in app ticketing system) if you are calling about an existing case.

Panther Nails provide IVR enabled support helplines as.

For Panther Nails One App HRMS: +91 8087144244

EMAIL TECHNICAL SUPPORT

In addition to that, Panther Nails provides an email address as

Channels	Support Email Address
Panther Nails One App – Common Email Channel	esssupport@oneapp.panthernails.com
Panther Nails One App – Dedicated Email Channel "Under Data Protection Norms"	cs_[businessname]@oneapp.panthernails.com e.g. cs_smacoworld@oneapp.panthernails.com

This enables the user to easily ask questions to the support team. The in-app ticketing system gives the possibility to open and track previous tickets and see updates on on-going requests.

We fortify this agreement by guaranteeing service level agreements (SLAs) covering Maintenance and Technical Support response times, particularly for critical issues.

IN APP TICKETING SYSTEM BASED TECHNICAL SUPPORT

Panther Nails encourages businesses to use our in-app ticketing system. Business users can open a service request, update, and view the status of the request within the application, and receive notifications as we work on your service requests.

To open a service request, please login to our application and click on "HELP" icon in bottom right side. To properly qualify the support request, the business user is asked to fill in the required information. Evidence, logs, and ways to reproduce of the issue is strongly encouraged as it helps speed up the resolution process.

Help Window [Close] [Refresh]

Fill below required information to generate support ticket

Ticket Type: [Dropdown]

Ticket Title: [Text Field]

Ticket Description: [Text Area]

Contact Number: [Text Field]

Attach File: [Text Field] [Browse]

Send Screenshot: Share Below Screenshot

[Text Area for Screenshot]

[Submit] [Clear]

[Submitted Ticket Status]

[Help]

Help Window [Close] [Refresh]

Check ticket status and communication against ticket and send query on existing tickets

Ticket Date From: [09-Aug-2022] [Calendar] Ticket Date To: [09-Aug-2023] [Calendar] [Select] [Clear]

Ticket Status: Open In-Progress Under-Review Under-Development Closed [Search] Current Help Ticket ID: [Text Field]

Drag a column header here to group by that column. [Clear All Filters]

Help Ticket ID	Ticket Type	Ticket Title	Ticket Description	Data Access Code	Final Ticket Status	Final Expected Closure	First Response
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Query: [Text Field]

Attach File: [Text Field] [Browse] [Send] [Back to New Ticket]

APPLICATION ENVIRONMENTS

Business users will be able to access the Service only by using Panther Nails' proprietary cloud-based application (Windows Store App / Windows Excel App) only on Windows Machines (Windows 8.1 and above) over the internet.

Businesses will be able to access the services via Android and iOS application published by Panther Nails on Google Play Store and Apple AppStore respectively.

PLATFORM UPTIME

The Company shall use commercially reasonable endeavors to make the Services available twenty-four (24) hours a day, seven (7) days a week, with an uptime guarantee of 98% except for:

- planned maintenance carried out during the maintenance schedule from time to time; and
- unscheduled maintenance performed outside normal business hours, provided that the Company has made reasonable efforts to give the Businesses notice in advance.

DEFINITION OF PRIORITY CATEGORIES

The priority defined in the following section can be set only for the requests made from email or in app ticketing system.

PRIORITY CATEGORY 1 OR MAJOR ISSUE

A Priority 1 event involves situations in which Panther Nails platform is not operational, in that it complies with at least one of the following criteria:

- Total loss or continuous instability of mission-critical functionality or total loss of service.
- A security threat causing potential risk to the business data privacy.
- Data loss or corruption of data.

HRMS SPECIFIC ISSUE CATEGORY

- Unable to read attendance from biometric devices (apart from network issues or machine is not connected in network).
- Unable to check in / check out from mobile devices which affects the employee daily pay.
- Unable to run payroll or wrong payroll calculations.
- Unable to create / view / update / block employee in master etc.

A Priority 1 issue is any issue which, if it lasts, will create a default under the Service Availability SLA.

A situation in which one or several nodes, including hardware failures, are faulty or not responding is not a Priority 1 issue, unless the issue causes one of the above to happen.

The computer hardware is supported by Panther Nails only when provided by Panther Nails and hardware specific SLA will be applicable.

PRIORITY CATEGORY 2 OR MODERATE ISSUE

A Priority 2 event involves situations in which the Panther Nails solution is not fully operational, in that it complies with at least one of the following criteria:

- Issues that are impairing, but not causing a total loss of mission-critical functionality
- Intermittent issues that are mission-critical functionality.
- Inability to deploy a feature that is not currently relied upon for mission-critical functionality.
- Loss of redundancy of critical software component.
- Ongoing functionality affects after new release.
- Misconfiguration by the business users.
- Any workaround to a Priority 1 issue does not constitute a permanent fix unless a path for permanent fix has been identified and communicated.

HRMS SPECIFIC ISSUE CATEGORY

- HR policies are not getting applied after new configuration.
- Unable to capture GPS locations.
- Data sync from our application to other application.
- Time-based Email Notification not received.
- Unable to create new requests in app.
- Unable to perform approval action on request.
- Unable to run reports with provided filters.
- Signing authority not defined correctly.
- Data mapping is not as per define process.

PRIORITY CATEGORY 3 OR MINOR ISSUE

A Priority 3 event involves all other situations in a production environment, as example

- Issues in the network or on the system that are not causing impact to mission-critical functionality.
- Non-repeated issues that have impacted mission-critical functionality but have since recovered.
- Issues seen in a test or preproduction environment would normally cause adverse impact to a production network.
- Unable to run applications on some devices.
- Time sensitive questions or information requests.
- Workaround in place for Priority 1 and Priority 2 issues.

HRMS SPECIFIC ISSUE CATEGORY

- Report formatting changes.
- Screen changes.
- The policy does not apply to few employees.

UNPRIORITIZED ISSUES OR SERVICE REQUESTS

For systems that are not in production, in development stage or information request, it is possible to engage the support team by creating an unprioritized ticket. As an example:

- Information requests
- Standard questions on configuration or functionality
- Cosmetic defects

EXCLUSIONS FROM THE STANDARD SUPPORT AND MAINTENANCE COVERAGE

The following events are known to generally not being supported by the Panther Nails Support Team

- 3rd party software (such as operating systems or third-party data or applications or hardware's), monitoring, or other applications running with Panther Nails Application which have not been certified for implementation at the business site or not covered under maintenance agreement.
- Alterations or revisions to the Panther Nails Application made by the business users without authorization of a Panther Nails Support Team member.
- Defect or errors caused by incorrect use / change in program values / change in configuration / misconfigurations of the Application or operator error.
- Errors in business data or use that is not in accordance with the Documentation.
- Escalations from personnel other than those directly affiliated with the business (i.e., escalations from other business vendors who may have components of the business end-to-end solution).
- Applications that are not at a supported release level or for which the Business does not have a current support and maintenance contract.
- Continued support requests for issues where Panther Nails has provided a correction or upgrade which has not been implemented by the Business users.
- Continued support requests for issues where Panther Nails has requested data from the Business users which has not been provided.
- Enhancements requests.
- Defects or errors caused by any fault or error in the equipment, programs, applications, or products used in conjunction with the Panther Nails Application, or otherwise resulting from causes beyond the reasonable control of the Panther Nails Team.
- The business has failed to pay any required fee or is otherwise in default on the agreement between the Business and the Company.
- Implementation, Installation, or upgradation of the Panther Nails Application on unsupported operating systems across all platforms (Desktop / Laptop / Mobile / Devices etc.)

SUPPORT ORGANIZATION AND RESPONSE TIMES

SUPPORT RESOURCES AND LEVELS

Panther Nails has a Support Centre based in Jalgaon and Pune to provide full on support. Authorized Business personnel (Software Representative designated by the Business called as SPOC) will be able to contact the Support Center through phone, e-mail, and in app ticketing system. All interactions with support are logged, phone calls are recorded, and e-mails are archived. In the case of an actual issue report, logging constitutes the creation of a trouble ticket, yet Response Time is counted as of when the request has been acknowledged by a Panther Nails Support Service Engineer.

Panther Nails support is organized around 3 levels of support specialist, a trouble ticketing system, and escalation procedures.

LEVEL 1 SUPPORT

The services provided in response to a business's notification of a suspected issue with the Panther Nails platform. These services include but may not be limited to Qualify and acknowledge the Business user request (question or trouble report).

Answer product installation, configuration, and usage questions. For trouble reports, undertake the following responsibilities:

- a. Perform initial issue troubleshooting, isolation, and identification (for example Hardware vs Software fault triage)
- b. Determine whether a solution is contained in the product, and, as necessary, perform a review of a symptoms-solutions database for known issue resolutions.
- c. Work with the Business user to resolve single issues or escalate trouble ticket to Level 2 Maintenance Support for resolution.
- d. Escalate and manage the progress of trouble resolution through subsequent levels of support.
- e. Provide updates to the Business users on the status of resolution on a basis agreed to with Business.
- f. Notify Business of final resolution and verify the issue is resolved before closing the trouble ticket.

LEVEL 2 SUPPORT

The services provided to a Business to perform an in-depth analysis of the suspected issue, attempt to recreate the issue, and to provide an acceptable issue resolution. Nearly all issues are resolved at no higher than this Level.

Level 2 support is also responsible for keeping Level 1 support (and, therefore, the Business) informed of the status of trouble resolution on a regular basis.

LEVEL 3 SUPPORT

Level 3 is the highest escalation point for trouble resolution and other technical support. Level 3 personnel are Panther Nails development engineers who specialize in various components of Panther Nails Solutions, and third party (such as hardware or software vendor) engineering specialists for third party applications.

Their responsibility is to resolve issues in the Panther Nails platform that are determined to be, or are highly probable to be, the result of a design or manufacturing defect or the result of a complex interaction between the platform and another product not resolvable by Level 2 Support. They can bring their product design engineering knowledge and specialized expertise to bear the trouble and effect a resolution within an acceptable time and in accordance with agreed upon SLAs.

SUPPORT RESPONSE TIME SLA

The following Table identifies the access method, and guaranteed response times and target repair times.

Issues Priority Levels and Guaranteed Response Times			
Priority Category	Access Method	Response Time	Recovery Time
Priority 1 "Major"	Phone/Email/Ticket	30 minutes	6 hours*
Priority 2 "Moderate"	Phone/Email/Ticket	4 hours	48 hours
Priority 3 "Minor"	Phone/Email/Ticket	24 hours	n/a
Service Requests	Phone/Email/Ticket	Best Effort	n/a

**If the apps are deployed on Panther Nails Apps portals, recovery time will be 3 hours*

Response Time begins.

- when the ticket has been created in Panther Nails Ticketing system (via the in-app ticketing system, an e-mail, or phone call)

For Priority 1 issues, Panther Nails will immediately commence diagnosis and resolution of the reported issue. Workaround and repair time target also begin of such acknowledgement.

PANTHER NAIL'S ESCALATION PROCEDURES FOR ISSUE RESOLUTION

Upon receipt and acknowledgement of a Business contact trouble report, a Level 1 Support Technician Staffing the Support Help Desk will open a trouble ticket in Panther Nails Service Request System. This Level 1 Support Technician will take charge of the trouble event and "own" it from end-to-end, even if the ticket is escalated to a higher-level Support Engineer, such as a Level 2 or Level 3 Support Engineer. This ensures that the progress of the ticket and trouble resolution is being continually tracked by one person, and ensures that –

- Response and repair times are met, and
- Business is kept well informed of the status of trouble resolution.

All milestones in the trouble resolution are entered into the trouble ticket by the Level 1 Technician. The Trouble Ticket System is configured to provide alarm alerts at key time intervals to warn of the possibility of a response or repair time SLA being in jeopardy.

When the Level 1 technician determines that a Level 2 Support Engineer is necessary, the technician both forwards the ticket electronically to the engineer best qualified to address the trouble (which automatically alerts the engineer) and follows up with a phone call to this person. Based on the assessment of an issue, the Level 1 Technician may immediately escalate to a Level 3 Support Engineer for a major outage.

Through using these measures, the probability of a trouble ticket being overlooked or not managed within SLA timeframes or per Business expectations is extremely rare.

The following table identifies the escalation path Panther Nails will employ to serve the Business.

Internal Escalation Pathways for Trouble Resolution		
Escalation on “no workaround”	Escalation to Business Solutions Engineer	Escalation to Director Level
Priority 1 “Critical”	1 hour*	2 hours*
Priority 2 “Moderate”	3 business days	6 business days
Priority 3 “Routine”	5 business days	n/a

* Monday to Saturday (except company holidays) between the standard working hours of IST 9.00 am - 6.30 pm

SERVICE LEVEL AGREEMENTS AND ASSOCIATED PENALTIES

Panther Nails is willing to back up its proposed response time SLAs with a proposed penalty schedule for both response times and overall service availability.

SERVICE AVAILABILITY SLA DEFINITION

GENERAL SUSTAINABILITY OF THE PANTHER NAILS PLATFORM

Provided certain conditions are met in the design and operation of the Panther Nails Platform, Panther Nails guarantees Service Availability as part of the support and maintenance contract. We can provide this guarantee because of the confidence we have in the performance of our product.

CONDITIONS FOR SERVICE AVAILABILITY SLA TO APPLY

To guarantee this exceptional availability levels, all effort must be put to identify possible causes of unavailability to happen on Panther Nails Solutions before the fact.

Also, Service Availability SLA and penalties only apply when the following conditions are met:

- Business has paid in full all outstanding subscription fees / support and maintenance fees (and has renewed its subscription contract, at least 1 month before the anniversary date, when appropriate)
- The Business shall provide all required detailed information during project implementation, maintenance, and support.
- All services including installation, UAT and Go-Live support will be done remotely.
- The team operating the platform has received training from Panther Nails on software operations.
- Panther Nails and Business have agreed on a change management process.
- Any requirement or functionality that is not described specifically in this document is out of scope and will be managed as a change request.
- A process for Panther Nails to notify Business of an upgrade release that needs to be deployed for fixing defects or installing security patches and a commitment from the Business to deploy such upgrade(s) within 10 business days.
- A documented and agreed-to escalation procedure.
- The failure is not the consequence of a misconfiguration by the Business users.

- For 99.99% Service Availability SLA, a provision allowing Panther Nails to apply changes to the functional configuration without requesting Business prior approval to solve a Priority 1 issue. Panther Nails will provide notice of the change within 1 business day after a workaround has been implemented.
- Support response time may get increased, or support may be stopped if a force majeure event is declared. In such a scenario, there is no extension to the period of services opted for earlier. No compensation will be paid for the services not delivered during this period.
- Business maintains the redundancy level of the hardware architecture.
- Business has agreed to deploy every upgrade requested by Panther Nails
- Panther Nails will perform or validate all software upgrades on Business's devices.
- No software other than certified Operating System by Panther Nails and the Panther Nails Software are running on the devices.
- Panther Nails engineers must have Internet access to production servers, 24 x 7.
- Business provides appropriate network and switches capacity, power, and cooling in the datacenter.
- The SLA does not apply when a datacenter is down or when any system not related to the Panther Nails' solution but impacting the production is down.

BUSINESS SUPPORT SERVICE OBLIGATIONS

The Business shall provide cooperation and assistance to Panther Nails in Panther Nail's efforts to provide support. Such cooperation and assistance shall include but not be limited to:

- The timely transmittal and release of appropriate and accurate documentation and information related to the issues and concerns to Panther Nails Support Team.
- Remote access to Business's environment where the defect can be reproduced and traced.
- If the fault cannot be replicated via remote access, the Business may require Panther Nail's staff to attend the site and shall pay for the time and expense charges involved in attending this site or other locations.

End of document