**Master Service Level Agreement (MSLA)**

**Cimplx** (Hereinafter referred to as "Service Provider")

**Client Name** (Hereinafter referred to as "Client")

This MSLA outlines the terms, responsibilities, and commitments of the Service Provider in delivering Human Capital Management (HCM) software managed services to the Client.

The parties agree to adhere to the following terms and conditions:

**1. Service Description**

**1.1 Scope of Services**

Cimplx HR agrees to provide the following services to the Client:

**HCM Software Management**: Ongoing management and maintenance of the Client's Human Capital Management software platform.

**Dedicated Customer Support**: Each account will be assigned to a dedicated Account Executive for Tier 1 technical assistance and issue resolution.

**HR Support Team**: In the event the Dedicated Account Executive is unavailable, the issue will be forwarded to the HR Support Team for more immediate response.

**1.2 Service Availability**

Cimplx HR will provide service availability from 9 a.m. to 5 p.m. Eastern Time on business days which are defined as Monday through Friday with the exception of Federal Banking Holidays. These holidays may be found here https://www.frbservices.org/about/holiday-schedules

**2. Service Levels**

**2.1 Availability**

Cimplx HR represents 3rd party providers of HCM software platforms. Each software platform has heir own SLA to include software availability, excluding scheduled maintenance windows.

**2.2 Response Time**

**Priority 1 Issues**: Cimplx HR will respond to critical issues within 4 hours of notification.

**Priority 2 Issues**: Cimplx HR will respond to significant issues within 8 hours of notification.

**Priority 3 Issues**: Cimplx HR will respond to minor issues within 24 hours of notification.

**2.3 Resolution Time**

**Priority 1 Issues**: Cimplx HR will aim to resolve critical issues within 4 hours of acknowledgment.

**Priority 2 Issues**: Cimplx HR will aim to resolve significant issues within 24 hours of acknowledgment.

**Priority 3 Issues**: Cimplx HR will aim to resolve minor issues within 72 hours of acknowledgment.

**3. Reporting and Communication**

**3.1 Reporting**

Cimplx HR will provide reports, including:

Incident and resolution reports.

**3.2 Communication**

The Service Provider will designate an Account Executive (AE) as the primary point of contact. All communication regarding service issues, updates, and inquiries should be directed to the AE.

**4. Security and Data Privacy**

Cimplx HR will implement industry-standard security measures to safeguard the confidentiality, integrity, and availability of Client data. All data handling and processing will comply with relevant data protection regulations.

**5. Service Fees and Payment**

The Client agrees to pay the Service Provider in accordance with the terms specified in the separate Service Agreement or as otherwise mutually agreed upon.

**6. Termination**

Either party may terminate this SLA with a written notice of at least 30 days. Upon termination, all outstanding service fees shall be settled, and the Service Provider shall facilitate the transfer of all relevant data and services to the Client or a designated successor.

**7. Force Majeure**

Neither party shall be liable for any delay or failure in performance caused by circumstances beyond their control, including but not limited to 3rd Party Software, acts of nature, government actions, or other unforeseen events.

**8. Miscellaneous**

**8.1 Amendments**

Any changes or amendments to this SLA must be made in writing and agreed upon by both parties.

**8.2 Governing Law**

This SLA shall be governed by and construed in accordance with the laws of the State of South Carolina, and any disputes shall be resolved in the appropriate courts of that jurisdiction.

This SLA represents the entire understanding between the parties and supersedes all prior agreements or understandings, whether oral or written.