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Service Level Agreement (SLA)

Document control

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This Service Level Agreement (“SLA”) forms part of the Agreement between Happydance and the Customer. It describes the service levels, hosting arrangements, support commitments, and related operational standards applicable to the Happydance Platform (as defined in the Agreement).

The Platform is hosted primarily on Microsoft Azure and may use third-party services such as Cloudflare for content delivery, caching, web application firewall (WAF), DDoS protection and related optimisation or security functions.

Happydance may change its hosting providers or architecture from time to time, provided that equivalent standards of performance, security, and availability are maintained.

This SLA applies only to the Happydance-hosted Platform and associated services, and does not apply to:

a) any third-party Applicant Tracking System (ATS) or other external integrations controlled by the Customer.
b) Beta Services: Any features or services designated as beta or experimental by Happydance.

c) Free Features or Services: Features or services provided to the Customer without charge.
d) Third-Party Systems: Other third-party services not directly provided by Happydance.
e) Non-Production Environments: Any non-live environments, including but not limited to User Acceptance Testing (UAT) environments.

In the event of a conflict between the terms of the Agreement and this SLA, the terms of this SLA shall prevail. Any capitalized terms not explicitly defined in this SLA shall have the meaning ascribed to them in the Agreement.

1. DEFINITIONS

1.1. **Agreement**: means the agreement between Happydance and the Customer for the provision of the Subscription Service, comprising the Order Form executed between them, the Happydance Platform Terms of Use, the Data Processing Agreement (DPA), this Service Level Agreement (SLA), and any applicable Policies or other documents expressly incorporated by reference, each as amended or updated in accordance with their terms.

1.2. **Availability**: The percentage of time the Subscription Service is operational and accessible, calculated on a monthly basis by UpTime Robot. Availability is guaranteed at 99.9%.

1.3. **Customer Key Stakeholders**: Customer's employees who have been trained on the Subscription Service and are familiar with the Customer's business practices.

1.4. **Documentation**: means any user guides, technical specifications, release notes, FAQs, onboarding materials, or other written or electronic information made available by Happydance to the Customer (whether through the Platform, a customer portal, or Happydance's website) relating to the use, functionality, or operation of the Subscription Service.

1.5. **Downtime**: The cumulative time, measured in minutes, during which Candidate Users are unable to access the Careers Website, or during which Job Availability falls below the thresholds defined in the Case Prioritisation section of this SLA. Downtime excludes any unavailability caused by Maintenance and Exclusion Events. Unavailability of the CMS or back-office environment that does not affect Candidate User access to the Careers Website, and does not constitute a Job

Availability failure, does not constitute Downtime for the purposes of Uptime Percentage calculations or Service Credit eligibility. Search Degradation does not constitute Downtime. A Search Outage that persists for 15 continuous minutes or more constitutes Downtime, measured from the earlier of the time Happydance's monitoring first detects it and the time the Customer reports it.

1.6. **Candidate Users:** Members of the public accessing the Careers Website to browse job listings, view job detail pages, or submit applications. Candidate Users do not hold authenticated access to the Happydance CMS or back-office environment.

1.7. **Customer Admin Users:** Employees or contractors of the Customer who hold authenticated access to the Happydance CMS or back-office administration environment for the purposes of content management, configuration, and reporting.

1.8. **Job Availability:** The proportion of jobs present in the Customer's ATS that are correctly displayed and accessible on the Careers Website at any given time. A job is considered unavailable if it fails to display, returns an error, or has not been updated within 3 hours of a confirmed change in the Customer's ATS. A job is not treated as unavailable solely because an individual search request failed during Search Degradation.

1.9. **Job Import Failure:** An attempt to import job data from the Customer's ATS into the Search Service that does not complete successfully.

1.10. **Job Sync Failure:** A condition in which the ATS integration pipeline is disrupted such that the Careers Website is no longer receiving or processing job data updates from the Customer's ATS within the expected sync interval. A Job Import Failure that is followed by a successful import within the expected sync interval does not constitute a Job Sync Failure. The duration of a Job Sync Failure is measured from the time of the last successful import.

1.11. **Maintenance & Exclusion Events**: Any interruptions or outages resulting from:

a) Maintenance performed by Supplier, including:
   - Scheduled Maintenance for which the Customer is notified at least 24 hours in advance.
   - Maintenance occurring during Happydance's standard maintenance windows.

b) Requests by the Customer for maintenance outside of Scheduled Maintenance.

c) The following exclusions:
   - Issues caused by Customer Data or the Customer's ATS.

- Acts or omissions by the Customer, Customer Affiliates, or third-party suppliers engaged by the Customer.
- Failures in software, equipment, or facilities provided by the Customer.
- Unavailability or limitations in the Customer's network, internet connectivity, or bandwidth.
- Bugs or problems in the software, firmware, or hardware of Happydance's Sub-Processors.
- Breaches of the Fair Use Policy by the Customer.
- Factors outside Happydance's reasonable control, including but not limited to Force Majeure events and unavailability of Happydance's hosting providers.

1.12. **Partner Services**: Any products or services provided by a third-party supplier partner, which are excluded from Uptime Percentage calculations and do not qualify for Service Credits.

1.13. **Quarters**: Happydance's fiscal quarters, starting on 1 April, 1 July, 1 October, and 1 January.

1.14. **Search Degradation:** A condition in which individual job searches on the Careers Website intermittently fail, time out or return a temporary unavailable message, while other searches succeed or the same search succeeds when repeated. Search Degradation is usually caused by short-lived capacity limits at the Search Service and typically resolves within seconds to minutes.

1.15. **Search Outage:** A condition in which the Careers Website returns no job results, or returns an error, for all job search and job listing requests, as confirmed by Happydance's automated monitoring or by Happydance's investigation of a Customer report.

1.16. **Search Service:** The job search index and query service that supplies job results to the Careers Website.

1.17. **Service Credit**: The monetary amount that Happydance may credit to the Customer's account as compensation for breaches of the SLA.

1.18. **Subscription Service**: means access to the cloud-based software-as-a-service platform provided by Happydance (including the Platform, its associated hosting environment, and standard functionality, tools, and interfaces) which enables the Customer to design, manage and operate its Careers Website(s), together with any updates, enhancements or new features made generally available

by Happydance during the term of the Agreement, but excluding any Professional Services or bespoke development delivered under a separate Statement of Work.

1.19. **Technical Issue**: A single, reproducible problem or defect materially or significantly affecting the functionality of the Subscription Service.

1.20. **Uptime Percentage**: The percentage of time the Subscription Service is operational, calculated on a monthly basis by UpTime Robot.

1.21. **User Administration Support**: Support for issues impacting the usability of the Subscription Service that can be addressed through adjustments to User access privileges, processes, or procedures.

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2. SERVICE LEVEL COMMITMENTS

2.1. Happydance shall use commercially reasonable efforts to ensure that the Subscription Service is available 24 hours per day, 7 days per week (24x7), except during Scheduled Maintenance or Maintenance & Exclusion Events.

2.2. Happydance's Availability obligations do not extend to:

a) Third-party hardware or software, including the Customer's ATS.

b) b) Use of the Subscription Service that is not in accordance with the Documentation or the reasonable instructions of Happydance.

c) Ongoing test or training instances of the Subscription Service provided to the Customer.

2.3. Information on Subscription Service Availability and Scheduled Maintenance can be accessed at https://status.happydance.love. Customers may also subscribe to email notifications through the same page for real-time updates.

3. SERVICE CREDITS

3.1. Uptime Percentage Report: At the end of each Quarter, Happydance shall provide the Customer with an Uptime Percentage Report via email (to the administrative Authorized User or another designated Customer representative). This report will detail the Availability of the Subscription Service during the applicable Quarter.

3.2. Service Credit Eligibility: If the Uptime Percentage for any given calendar month, as identified in the Uptime Percentage Report, falls below the applicable Service Level (as specified in the table below and corresponding to the Customer's Support Package), and the Customer has complied with all requirements set forth in this

section, the Customer shall be entitled to request a Service Credit.

Support Package	Service Level Credit Applicability
Standard Support	<95.0%
Elite Support	<99.9%

3.3. Service Credit Calculation and Application:

a) The Service Credit will be equal to 10% of the Customer's Subscription Service fees (excluding fees paid for Partner Services) attributable to the corresponding month, calculated on a straight-line, pro-rated basis for any fees paid in advance.
b) Happydance shall apply any Service Credit as a reduction against future Subscription Service payments owed by the Customer.
c) The Service Credit is the Customer's sole and exclusive remedy for any failure by Happydance to meet the Availability commitments outlined in this SLA.

4. SERVICE CREDITS ELIGIBILITY

a) Eligibility Requirements: To be eligible for Service Credits under this SLA, the Customer must:
   i) Submit a Downtime Ticket:
      - Report the details of the applicable Downtime event by submitting a ticket to Happydance within fifteen (15) days of the Downtime event.
      - The ticket must include the dates, times, and a description of the event.
   ii) Submit an SLA Credit Ticket:
      - Submit a further ticket specifically requesting the SLA Credit within fifteen (15) days of receiving the Uptime Percentage Report.
      - The SLA Credit ticket must include:
        (a) "SLA Claim" as the subject.
        (b) Reference to the original Downtime ticket or provide the dates and times of the Downtime.
b) Ineligibility Conditions: The Customer will not be eligible for any Service Credits if:

i) The Customer fails to follow the instructions outlined in this section.
ii) The Customer has overdue and outstanding payments owed to Happydance.
iii) The Customer does not renew their contract for the Subscription Service.
iv) The Customer is in breach of the Agreement.

5. Backups And Continuity

Happydance will maintain backups and disaster recovery processes in line with its internal policies and will use reasonable endeavours to restore service promptly following any failure of the Platform hosting environment.

6. Customer Responsibilities

6.1. The Customer must promptly provide any information, access, or co-operation reasonably required to enable Happydance to deliver hosting services.
6.2. The Customer must not attempt to alter or interfere with Happydance's hosting configuration or security measures without Happydance's prior written consent.

7. Customer-Managed CDN Exception

7.1. At Happydance's sole discretion, and only where the Customer is on a dedicated hosting plan, Happydance may permit the Customer to route traffic from a third-party CDN into the Happydance-managed environment.
7.2. Where this is agreed:
a) edge-layer protections (including WAF, bot protection and rate limiting) may be disabled or bypassed;
b) perimeter security becomes the Customer's sole responsibility; and
7.3. Happydance shall not be liable for any outage, security incident, or performance issue resulting from such configuration.
7.4. The Customer must provide accurate details of its CDN configuration and maintain them at all times. Failure to do so may result in suspension of the relevant Careers Website.

8. Third-Party Providers And Dependencies

The Happydance Platform relies on third-party providers (including Microsoft Azure and Cloudflare) for certain infrastructure and network services. While Happydance manages these relationships and monitors performance, outages or limitations arising solely from such providers are excluded from availability calculations and do not constitute a breach of this SLA.

9. SUPPORT SERVICES

9.1. Scope of Support Services: Happydance will provide support services via its Support Desk to assist the Customer in resolving ticketed Technical Issues. The scope of Support Services does not include:

a) Physical installation or removal of the API, Supplier Software, or any associated Documentation.
b) On-site visits to the Customer's premises.
c) Professional services related to the Subscription Service, including but not limited to custom development, data modeling, training, or knowledge transfer.
d) Setup, configuration, or ongoing use of the Subscription Service.

9.2. Customer Stakeholder Group Responsibilities: The Customer will ensure that Authorized Users address all Technical Issues through the designated Customer Stakeholder Group prior to escalating to Happydance's Support Desk. The Customer Stakeholder Group will:

a) Validate and provide detailed steps to reproduce the issue reported to Happydance Support.
b) Resolve procedural Technical Issues internally where possible.
c) Provide first-level User Administration Support to Authorized Users.
d) Report all unresolved Technical Issues via a Support ticket.
e) Provide additional information, including testing and analysis data, to assist Happydance in resolving reported issues.

10. SUPPORT TICKETS

a) Raising a Ticket: The Customer shall raise a Support ticket by submitting a request via the Support Portal at https://support.happydance.love.

b) Case Number Assignment: Each Support ticket will be assigned a unique case number by Happydance. This case number must be referenced by both parties in all correspondence related to the specific ticket.

c) Response and Support Period: Happydance shall respond to Support requests via the Support Portal during the Support Period, which varies depending on the Customer's Support Package, as detailed below:

Support Package	Support Period
Standard Support	9:00 AM – 5:00 PM (UK Time) 9:00 AM – 5:00 PM (Eastern Standard Time)
Elite Support	24 hours, Monday – Sunday

11. RESPONSE TIMES

During the Support Period, Happydance shall use commercially reasonable efforts to respond to support requests within the Target Initial Response Times outlined below, based on the Customer's Support Package and the severity of the issue:

Product Code	Severity Level	Standard Package Target Response Time	Elite Package Target Response Time
Level 1	Critical	3 Hours	1 Hour
Level 2	High	6 Hours	2 Hours
Level 3	Medium	12 Hours	8 Hours
Level 4	Low	3 Days	24 Hours

12. CASE PRIORITISATION

All tickets submitted by the Customer will be classified as either a Technical Issue or a Non-Technical Issue and assigned a Priority Code based on severity, as detailed below:

Priority Codes:

a) Level 1 - Critical:
   - The Careers Website is inaccessible to Candidate Users in its entirety, whether due to a front-end failure, infrastructure outage, or failure of any component on which Candidate User access depends.
   - Job Availability falls below 50% of jobs expected from the Customer's ATS, or a Search Outage persists for 15 continuous minutes or more.
   - A Job Sync Failure persists for more than 3 hours, resulting in job data on the Careers Website becoming materially stale.
   - Any security incident, confirmed data breach, or reasonably suspected breach affecting Candidate User or Customer Admin User data.
   - *Requires immediate response. No reasonable workaround available.*

b) Level 2 - High:
   - The CMS or back-office environment is inaccessible to Customer Admin Users while the Careers Website remains fully operational and Job Availability is within normal thresholds. Candidate experience is unaffected.
   - Job Availability falls between 10% and 50% of jobs expected from the Customer's ATS.
   - More than 20 jobs are missing from the Careers Website or returning errors, regardless of the percentage this represents.
   - A material feature of the Subscription Service - including job search, job alerts, or the application pathway - is significantly impaired for a substantial number of Candidate Users, while the Careers Website remains partially accessible. No reasonable workaround available.
   - Search Degradation persists for more than 60 minutes, or recurs on three or more occasions within a 24-hour period, such that a substantial number of Candidate Users cannot reliably search for jobs.
   - A Job Sync Failure persists for more than 1 hour but not more than 3 hours.

c) Level 3 - Medium:
   - Fewer than 10% of jobs expected from the Customer's ATS are missing from the Careers Website and the absolute number of affected jobs is fewer than 20.

- A feature of the Subscription Service is impaired for a single or small group of Candidate Users or Customer Admin Users, and a reasonable workaround is available.
- CMS functionality is partially impaired but Customer Admin Users retain meaningful access to core content management functions.
- Search Degradation affecting a minority of searches, where repeated searches succeed.

d) Level 4 - Low:
   - A Technical Issue that involves:
     I. A routine inquiry regarding technical issues.
     II. Requests for information about application capabilities, navigation, installation, or configuration.
     III. Bugs affecting a small number of Users without significant operational impact.
   - A Job Import Failure that was recovered by a subsequent successful import, with no job data on the Careers Website materially out of date.

13. JOB AVAILABILITY - CLASSIFICATION NOTE

Where a dispute arises regarding the classification of a job availability issue, the number of affected jobs will be calculated by reference to the total count of jobs present in the Customer's ATS at the time the issue is reported, as confirmed by the Customer. The percentage threshold and the absolute count threshold (more than 20 jobs) operate independently - the higher priority level applies where either threshold is met.
Happydance reserves the right to reclassify a ticket where the operational impact of an issue is materially greater or lesser than the threshold criteria alone would suggest. The Customer will be notified of any reclassification and the reason for it.
Jobs that are present on the Careers Website but display data that has not been updated within the applicable sync window will be treated as unavailable for the purposes of this section where the Customer can demonstrate a confirmed, material discrepancy between the ATS record and the displayed listing.

14. SEARCH SERVICE - CLASSIFICATION NOTE

Happydance monitors the Search Service using automated alerts on service availability and throttling. A Search Outage is confirmed when Happydance's monitoring, or

Happydance's investigation of a Customer report, shows that job search and job listing requests are failing for all Candidate Users.

Reports of individual failed searches will be investigated, but are not on their own sufficient to establish a Search Outage. Search Degradation is not counted towards Uptime Percentage calculations or Service Credit eligibility.

Job listing pages on the Careers Website may be served from cache for up to one hour. Some pages may therefore continue to display jobs during a Search Outage; this does not change how the Search Outage is classified.

Where a Job Import Failure occurs, the Customer may trigger a new import from the CMS. A Customer may raise a ticket for any Job Import Failure, and Happydance will investigate its cause, including where a subsequent import succeeded.

15. ESCALATION PROCESS

The escalation process ensures timely resolution by involving appropriate management levels as needed. The escalation steps are as follows:

a) Customer Success Manager: The Customer may initially escalate the issue to their assigned Customer Success Manager for further assistance.
b) COO / Managing Director: If the issue remains unresolved, the Customer may request escalation to the Happydance COO / Managing Director for review and resolution.