

Service Level Agreement (SLA)

This Exhibit forms part of the Subscription Order Form ("SOF") between **Keka** and the Subscriber and sets forth the service level commitments applicable to the **Enterprise Support SKU**. SLA timelines are business days, excluding weekends and public holidays. Subscribers are encouraged to provide detailed logs, screenshots, and reproduction steps to enable faster resolution. In case of conflict, the SOF prevails; this Exhibit prevails over any conflicting operational FAQ or web page.

1. Definitions:

- a) **"Initial Response Time"**: Interval from ticket submission to first acknowledgement by Keka.
- b) **"Target Resolution Time"**: Period within which Keka will use commercially reasonable efforts to provide a resolution. A "resolution" may consist of a fix, a workaround, or a plan for fix in a future release. Target Resolution Times represent Keka's commitment to timely resolution and will be pursued with commercially reasonable efforts, though actual timelines may vary with complexity and dependencies.
- c) **"Downtime"**: means Inability to access the Keka Platform due to a Qualifying Fault as measured by Keka's monitoring tools.
- d) **"Qualifying Fault"**: means server-side and reachability errors attributable to the Keka Platform.
- e) **"Downtime Period"**: means ten or more consecutive minutes of Downtime.
- f) **"Monthly Uptime"**: means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month.
- g) **"Monthly Uptime Percentage"**: means the percentage calculated by dividing Monthly Uptime by the total number of minutes in the calendar month.
- h) **"Scheduled Downtime"**: means unavailability of the Keka Platform about which Subscriber is informed at least forty-eight (48) hours in advance.
- i) **"Eligible Ticket"**: A ticket correctly submitted through the designated channel, with all required details, reproducible steps, logs/screenshots, and environment access reasonably requested by the Keka.

2. **Service Availability (Uptime Commitment)** Keka Platform will maintain a Monthly Uptime Percentage of ninety-nine-point eight percent (99.8%), subject to the exclusions specified herein, which shall apply to the calculation of Uptime. For the purposes of this clause, uptime calculation shall exclude any unavailability of the Keka Platform caused by: (a) non-qualifying issues (anything not a Qualifying Fault). (b) Scheduled Downtime. (c) factors beyond Keka's reasonable control, including internet backbone failures, Subscriber's systems, or third-party services. (d) force majeure events. (e) malicious attacks not caused by Keka. (f) Subscriber's misuse, integrations with unsupported third-party applications or operation in unsupported environments.

3. **Service Credits (Uptime SLA)**: If the Monthly Uptime Percentage falls below the committed threshold as per clause 2 above, the Subscriber may claim Service Credits in accordance with the following schedule:

Monthly Uptime	Service Credit (% of Monthly Subscription Fees)
99.5% to 99.7%	5%
99.0% to 99.4%	10%
<99.0%	15%

To be eligible for Service Credits, the Subscriber must notify Keka in writing within ten (10) calendar days after end of the month in which entitlement arose, with reasonable details (timeframe, observed impact). Credits apply to the subscription fees for the impacted month (excluding taxes, pass-through, and professional services). Service Credits shall not be redeemable for, or convertible into, cash or monetary compensation. Service Credits shall constitute the Subscriber's sole and exclusive remedy for Keka's failure to meet the Uptime Commitment.

4. **Keka Support Scope**. Keka's support obligations shall be limited to functionality delivered as part of the Keka Platform. Issues arising from the Subscriber's systems, customizations, or any third-party products/integrations are out of scope. Keka may assist on a goodwill basis, without liability.
5. **Supported Environment**: Subscriber shall access the Keka Platform only through supported browsers (latest releases of Chrome, Firefox, Safari, Edge) and other environment prerequisites notified by the Service Provider from time to time.
6. **Service Levels – Support Queries**. Applicable to Eligible Tickets with respect to support queries or defect notification, submitted via the designated Support Portal:

Priority	Definition	Initial Response Time (Business Hours)	Target Resolution Time (Business Hours)
P-0 Urgent	Critical HR/payroll issues impacting compliance, salary processing, or key reporting	1	4
P-1 Moderate	Issues requiring dependencies—workflows, integrations, access controls	1.5	6
P-2 Low	General queries, UI clarifications, non-impactful feature guidance	2	12

The foregoing commitments shall apply to **eighty percent (80%) of eligible support tickets** raised by the Subscriber. SLA timelines are conditional upon the Subscriber providing all reasonably requested information and access. SLA commitments shall be paused while such input remain pending and will resume only once they are received. Any resulting delay will proportionately extend the response and resolution timelines. Service Requests (custom configurations, projects, or non-standard integrations) are excluded.

However, in the event that Keka fails to meet the **Service Levels Support Queries** commitments for Severity P-0 or P-1 tickets on three (3) or more occasions within a calendar quarter, the Subscriber may issue notice to Keka. Upon such notice, and subject to a cure period of fifteen (15) days, the Subscriber's sole and exclusive remedies shall be as follows: (a) right to terminate Enterprise Support SKU. (b) right to pro rata refund of unused prepaid fees of that SKU from the effective date of termination. (c) right to receive one (01) month of transition support under the Standard Support plan, at no additional cost.

- 7. Service Levels Bug Resolution.** Applicable to Eligible Tickets with respect to bug issues submitted via the designated Support Portal:

Priority	Definition	Target Resolution Timeline
P-0 Urgent	50% or more users impacted, critical business impact, system down or major functionality not working	1 Business Day
P-1 Moderate	10% to 49% of users were impacted, significant disruption but system operational with limited functionality	4 Business Days
P-2 Low	1% to 9% of users impacted, minor impact or inconvenience, non-critical functionality	8 Business Days

The foregoing commitments shall apply to **eighty percent (80%) of eligible bug tickets** raised by the Subscriber. SLA timelines commence only upon the Subscriber's submission of a complete and validated bug report. SLA commitments are conditional upon the Subscriber providing all reasonably requested information and access. SLA timelines shall be paused while such inputs remain pending and will resume once received. Any resulting delay will proportionately extend the response and resolution timelines. Bugs reported outside business hours will be handled according to business day calculations.

- 8. Case Management and Escalation.** Registered contacts shall submit all support cases exclusively through the designated Keka Support Portal, upon which each case will be assigned a unique case number. Keka will act diligently toward resolution considering severity and business impact. Subscriber may escalate such ticket through the **"Escalate My Ticket"** option in the event of: (i) repeated Service Level breaches; (ii) inadequate resolution; (iii) security-related concerns; or (iv) concerns relating to professional conduct. The Service Provider shall maintain and periodically update an escalation matrix setting out the applicable roles, contact details, and response timelines.
- 9. Exclusions.** This Exhibit shall not apply in the event of any breach of the Subscriber's payment obligations under the SOF. Further, the SLA shall not extend to performance or availability issues: (a) caused by factors outside of Keka's reasonable control. (b) that resulted from any actions or inactions of Subscriber. (c) that resulted from Subscriber's equipment and/or third-party equipment that are not within Keka's reasonable control. (d) caused by force majeure events or (e) arising from unsupported/outdated browsers, devices, operating systems, or environments.