**SERVICE AGREEMENT №\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_, 2021

**ECOPSY DIGITAL SOLUTIONS Limited Liability Company,** which is hereinafter referred to as «Contractor» represented by General Director Alla Shalunkova, acting on the basis of the Charter, on one hand, and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as «Client» represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the other hand, collectively referred to as the Parties, have signed the present Agreement as follows:

1. **SUBJECT OF THE AGREEMENT**

1.1. The Contractor undertakes to provide the Client provision of services for the adaptation and modification of computer programs (hereinafter referred to as the services), and the Client undertakes to pay for the services provided in accordance with the terms of the Agreement. The content and volume of the Contractor's services depends on the package of services chosen by the Client in accordance with Appendix No. 1 to this Agreement.

**2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**2.1. The Contractor agrees:**

2.1.1. to provide services in accordance with the instructions of the Client qualitatively, in full and in due time in accordance with Appendix No. 1 to this Agreement

2.1.2. guarantees that during the period specified in the Agreement, the services will comply with the conditions described in the Agreement.

2.1.3. provide technical support for the operation of the system to the extent and within the terms in accordance with Appendix No. 2 to this Agreement.

**2.2. The Client agrees:**

2.2.1. undertakes to report any defects to the Contractor as soon as possible through the support channel approved by the Contractor, while providing a detailed description of the problem and any other information necessary to eliminate the defect. The Client assists the Contractor and provides relevant information that will help the Contractor reproduce, identify, and resolve the error that occurred, including, for example, the instance name, user name, form name, and screenshot.

2.2.2. Pay for the services rendered by the Contractor in accordance with the procedure provided for in the Agreement.

**3. COST OF SERVICES AND PAYMENTS TERMS**

3.1. The cost of services is specified in Appendix No. 1 to this Agreement. The cost of services of the Contractor is determined in euro (EUR).

3.2. If not specified otherwise, the payment is done in EUR by bank transfer on the Contractor’s account within 5 (five) working days from the date of the invoice issuance.

3.3. In case of failure to settle the outstanding invoices in time, the Contractor reserves the right to suspend rendering services under this Agreement.

**4. RESPONSIBILITY OF THE PARTIES**

The Parties bear responsibility for non-execution or improper execution under this Agreement.

**5. FORCE MAJEURE**

The Parties are exempted from liability for partial or complete non-execution of liabilities under this Agreement if this non-execution was a consequence of the force majeure circumstances which have arisen after the conclusion of this agreement.

**6. CONFIDENTIALITY, PERSONAL DATA AND OTHER CONDITIONS**

Each of the Parties agrees to keep confidential all the information contained in this agreement and any other information obtained by the Parties while performing under this agreement.

**7. TERM OF THE AGREEMENT**

This Agreement is considered concluded from the moment of receipt of payment from the Client to the Contractor's current account in accordance with the package of services chosen by the Client and is valid until the full fulfillment of the obligations assumed by the Parties under this Agreement. In particular, making a payment, the Client confirms his full agreement with the terms of this Agreement.

**8. EARLY CANCELLATION OF THE AGREEMENT**

8.1. This Agreement can be terminated with the Parties’ mutual consent.

8.2. The Party acting as the initiator of the agreement termination is obliged to notify the other Party in writing of its intention to terminate the Agreement at least 10 (ten) days prior to expected termination date.

8.3. The Parties shall make a complete settlement within 10 (ten) days from the moment of notification receipt of the agreement termination.

8.4. In case of early termination this agreement is considered terminated from the moment of the full settlement by the Parties of all outstanding invoices and claims.

**9. FINAL PROVISIONS**

9.1. The Agreement is done under the legislation at the location of the Client.

9.2. The Parties will take all measures to resolve disputes and disagreements arising in connection with the Agreement through negotiations. Compliance with the claim procedure for dispute resolution is mandatory. The response period to the claim is 10 (ten) calendar days from the date of its receipt.

9.3. If the Parties are unable to settle the dispute (differences) through negotiations, such a dispute is resolved in the court at the location of the plaintiff.

9.4. Any changes and additions to this agreement are valid if made in writing and duly signed by authorized representatives of the Parties.

9.5. This Agreement is constituted in duplicate, having identical legal force, one copy for each Party.

**10. BANK DETAILS AND SIGNATURES OF THE PARTIES**

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| **Client:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Contractor:**  **ECOPSY DIGITAL SOLUTIONS LLC**  Address: 2, Novodmitrovskaya str., bldg. 1, room C, room 03-04, Moscow, 127015, Russian Federation  Registration number: 1207700281690  **Bank details**  Account number EUR: 40702978712051776608  Beneficiary LLC ECOPSY DIGITAL SOLUTIONS  Beneficiary's address Rossiyskaya Federatsiya, 127015, Moskva g, Novodmitrovskaya ul, dom 2, korp. 1, ofis pomeshchenie S, kom. 03-04  Beneficiary's bank Corporate Branch of PJSC "Sovcombank"  SWIFT: SOMRRUMM  Beneficiary's bank address MOSCOW RU  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alla Shalunkova** |

**Appendix No. 1**

**to the Service Agreement No. \_\_\_\_\_,\_\_\_\_\_\_\_\_ \_\_\_ 20\_\_**

The Contractor undertakes to provide the Client with services for the adaptation and modification of computer programs, including through the provision of technical support services for computer «programs a service package **«Extended package»** under the conditions specified below:

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| **Support package description** | **Extended package** |
| Number of hours | 80 |
| Pack duration | 12 months |
| **Ticket Maintenance** |  |
| Support Via | Email, Jira |
| Jira Access | yes |
| Ticket Pick-up SLA (in hours) | 4 |
| Ticket Resolution SLA (in hours) | 24 |
| Critical issues requiring resolution faster than with target SLA | 24/7 support for Very High priority\* level issues |
| **Issues & Tickets Range** |  |
| Research Environment for ticket resolution | SF Test and Production |
| System changes configuration | Yes |
| Client Support Manager | Yes |
| Recommendations for redesigning existing processes | Yes |
| **System Assessment** |  |
| Best Practices Review | Yes |
| Release Planning | Yes |
| **User Counseling and Training** |  |
| Answering “How-to” question on configure or administrative functionality | Yes |
| Requesting information on new or previously unused functionality | Yes |
| Conducting End User and Admin Trainings | Yes |
| Documents Management | Yes |
| **Supported Modules** |  |
| People Profile | Yes |
| Recruiting | Yes |
| Onboarding | Yes |
| Learning | Yes |
| Performance and Goals | Yes |
| Employee Central | Yes |
| Compensation | Yes |
| Succession and Development | Yes |
| Reporting Analytics | Yes |
| SAP JAM | Yes |

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| --- | --- |
| **Client:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Contractor:**  **ECOPSY DIGITAL SOLUTIONS LLC**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alla Shalunkova** |

**Appendix No. 2**

**to the Service Agreement No. \_\_\_\_\_,\_\_\_\_\_\_\_\_ \_\_\_ 20\_\_**

**SERVICE LEVEL AGREEMENT**

**(SLA)**

1. Client service is carried out by consultants of ECOPSY (hereinafter referred to as SF specialists) in the electronic user support system (hereinafter referred to as the CRM system) on working days from 09:00 to 18:00 Moscow time.

2. SF specialists provide services remotely, i.e. without going to the Client's territory.

3. The CRM system is available to the Client in 24x7 mode and is located at <https://ecopsy.atlassian.net/servicedesk>.

4. The work on requests is carried out strictly in accordance with the levels of support and priorities of promises. For requests for escalation (raising the priority) of Applications entered in the CRM system, and for solving emergency issues related to the unavailability of the CRM system and / or email, the following contacts are provided:

FULL NAME: Evgeny Radchenko

Email address: radchenko@ecopsy.ru

Phone: +7 (906) 095-70-33

5. The technical contact on the part of the Client who is granted access to the CRM system is:

FULL NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*FULL name of the responsible person from the Client)*

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(email of the responsible person from the Client)*

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(phone number of the responsible person from the Client)*

6. The Client provides SF Specialists with access to the SAP global technical support service on behalf of the Client to create requests. The corresponding request will be initiated by the Contractor.

7. In the event of a change in the Technical Contact on the part of the Client, the latter undertakes to notify the Contractor of the replacement within 3 (three) working days and provide the necessary contact details of the new Technical Contact.

8. The following is the process of processing requests in the CRM system:

a) When registering a new request, the Client specifies:

i. Type of request

* Error – SuccessFactors does not work;
* Technical support – the configuration or behavior of the system does not correspond to the project documents;
* Request for a change and / or consultation – if you need further development of the system or consultation;

ii. Priority;

iii. Process and / or subject area;

iv. Subject – a brief description of the request;

v. Full description of the request;

vi. Attachment.

b) After the registration is completed, the request is assigned a number and the status: Waiting for support.

c) After the initial analysis, the request can be assigned the following status:

i. Approval of labor costs – confirmation of the need to perform the work is required from the Client;

ii. In progress – if the request does not require clarification and SF specialists have started working on it;

iii. Waiting for the Client – the request needs clarification from the Client, the work on the request is suspended;

d) After the completion of the work, the following status will be assigned to the request:

i. Under review – the work is completed in full and requires confirmation from the Client;

ii. Waiting for SAP-the task cannot be solved by the Contractor independently, a request has been created in the global support service.

e) After confirming the completion of the work, the request will be transferred to the status: Closed;

f) The time spent on the Waiting for the Client status and On the Check is limited to 15 calendar days. At the end of the period, the request will be automatically transferred to the Closed status.

9. The fact of confirmation of the provision of services during the reporting period is the data contained in the Contractor's electronic system (CRM) and / or the Client's access to any of the following resources: https://launchpad.support.sap.com and/or https://ecopsy.atlassian.net.

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| **Client:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Contractor:**  **ECOPSY DIGITAL SOLUTIONS LLC**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alla Shalunkova** |