

HarmonyATS

SLA and Support Policy

Effective Date	05.12.2025
Provider	HarmonyHR LTD, incorporated and operating under the laws of Kyrgyz Republic, Register No. 309328-3301-000, having its registered office at Imeni Baltagulova st., 27, Bishkek, Kyrgyz Republic.
Product	HarmonyATS - a hosted multi-tenant cloud SaaS applicant tracking system for B2B customers only.
Contact	info@harmonyats.org

This SLA and Support Policy (this "Policy") describes the support framework, service availability approach, and maintenance practices applicable to HarmonyATS. This Policy supplements the applicable Master Subscription Agreement, Customer Terms of Service, Order Form, or other written subscription agreement governing Customer's use of HarmonyATS (collectively, the "Agreement"). In the event of a conflict between this Policy and the Agreement, the Agreement controls unless this Policy expressly states that a specific provision is intended to override the Agreement. This Policy is written for business customers only and does not apply to consumers.

1. Purpose and Relationship to the Agreement

This Policy describes the standard support framework, service availability approach, and maintenance practices applicable to HarmonyATS during the applicable subscription term.

This Policy forms part of the Agreement and is subject to the exclusions, disclaimers, limitations of liability, suspension rights, and refund rules set out in the Agreement.

Unless otherwise expressly agreed in writing, this Policy does not create premium support, dedicated support resources, service credits, uptime commitments, custom deliverables, or any commitment inconsistent with the Agreement.

2. Definitions

"Availability" means the ability of the core production HarmonyATS service to be accessed and used by Customer over the internet, excluding downtime, latency, degradation, or interruption caused by an Excluded Event.

"Business Hours" means Monday through Friday, 09:00 to 18:00 Asia/Bishkek time, excluding Provider-designated holidays and any other closures communicated by Provider in advance where practicable.

"Emergency Maintenance" means urgent maintenance or remedial work that Provider reasonably determines is necessary to protect the security, integrity, legality, stability, or continued operation of HarmonyATS or related systems.

"Excluded Event" means any downtime, delay, degradation, support limitation, or response limitation arising from circumstances outside the scope of Provider's committed obligations under this Policy, including the events described in Section 9.

"Incident" means a reproducible failure, error, or material degradation in HarmonyATS reported by Customer or identified by Provider.

"Scheduled Maintenance" means planned maintenance, upgrades, changes, patching, or release activities performed by Provider during a notified maintenance window or another reasonably selected time.

"Severity Level" means the priority classification assigned by Provider to an Incident under Section 5, acting reasonably and in good faith, taking into account functional impact, scope, affected users, and the existence of any workaround.

"Support Services" means the standard support services described in this Policy.

3. Support Scope

Provider will use commercially reasonable efforts to provide Support Services for HarmonyATS during the applicable subscription term.

Standard Support Services generally include intake and triage of support requests, troubleshooting verified Incidents affecting HarmonyATS, commercially reasonable status updates while an Incident remains open, commercially reasonable efforts to provide workarounds where available, and guidance relating to standard use of documented HarmonyATS functionality.

Unless otherwise agreed in writing, Support Services do not include custom development, custom configuration work, implementation consulting, data migration, data cleansing, legal advice, privacy advice, HR advice, recruiting process advice, on-site services, support for Customer-side systems or third-party products not controlled by Provider, dedicated technical account management, premium support tiers, or customer-specific service commitments.

4. Support Channels and Contact Methods

Customer may submit support requests by email to info@harmonyats.org and through any in-product, helpdesk, or support channel that Provider may make available from time to time.

Provider may require support requests to include information reasonably necessary to enable triage and investigation, including the affected account, impacted users, a description of the issue, screenshots, timestamps, steps to reproduce, and any information reasonably relevant to severity or scope.

Support may be provided in English unless otherwise agreed in writing. Legal notices, privacy inquiries, and security reports may be handled through different channels where designated by Provider.

5. Severity Levels and Initial Response Targets

Provider will classify Incidents by Severity Level, acting reasonably and in good faith, based on business impact, scope, affected users, and available workarounds. Illustrative Severity Levels are set out below. Initial response targets are measured during Business Hours only and do not include a guaranteed resolution commitment.

Severity	Illustrative Description	Initial Response Target
Severity 1 (Critical)	A material production outage or severe service failure affecting HarmonyATS generally or a substantial portion of Customer's production use, with no reasonable workaround available.	8 business hours
Severity 2 (High)	A major feature or workflow is materially impaired in production for Customer, but HarmonyATS remains partially usable or a limited workaround may exist.	2 business days
Severity 3 (Medium)	A non-critical function is impaired, the issue affects a limited subset of users or features, or a reasonable workaround exists.	5 business days

Severity	Illustrative Description	Initial Response Target
Severity 4 (Low)	General questions, cosmetic issues, documentation requests, enhancement requests, or issues with minimal business impact.	10 business days

Provider may, acting reasonably, reclassify an Incident if facts change during investigation. Severity classification, workarounds, escalation, and remediation approach are determined by Provider based on the then-current circumstances and available information.

6. Updates, Workarounds, and Resolution Approach

Provider will use commercially reasonable efforts to investigate reported Incidents and provide updates appropriate to the nature and severity of the issue.

Initial response targets are targets only. They are not guarantees of resolution, restoration, recovery, permanent fix, workaround availability, or ticket closure within any specific time.

Provider may determine, in its discretion acting reasonably, the appropriate remediation path for an Incident, including bug fix, configuration adjustment, workaround, traffic management, temporary restriction, rollback, deferral to a future release, or a determination that no change is required.

A workaround, mitigation, temporary fix, or operational guidance may be treated as an acceptable interim response where it materially reduces the impact of the Incident.

Provider may close a support ticket if Customer becomes unresponsive after reasonable follow-up, if the issue cannot be reproduced, if the issue results from an Excluded Event, if the issue concerns a feature request rather than an Incident, or if Provider reasonably determines that the Service is operating materially as designed.

7. Service Availability Framework

Provider will operate HarmonyATS using commercially reasonable efforts to maintain service availability and continuity appropriate for a cloud SaaS service.

This Policy does not include any guaranteed uptime percentage, specific measurement methodology, service-level percentage, or service-credit model unless such commitment is expressly set out in an Order Form or a written amendment signed by both parties.

Temporary unavailability, latency, or degraded performance may occur from time to time due to maintenance, software releases, patches, security controls, capacity changes, operational adjustments, third-party dependencies, internet conditions, abuse-prevention controls, or other factors consistent with reasonable SaaS operations.

This Policy does not create a refund right solely because of downtime, latency, performance degradation, or support delay unless the Agreement expressly grants a refund remedy for a serious Provider failure.

8. Scheduled and Emergency Maintenance

Provider may perform Scheduled Maintenance from time to time in order to maintain, repair, patch, secure, improve, upgrade, or update HarmonyATS.

Where Scheduled Maintenance is expected to materially affect Availability, Provider will use commercially reasonable efforts to provide at least twenty-four (24) hours' prior notice, where practicable.

Provider may perform Emergency Maintenance without prior notice where Provider reasonably determines that immediate action is necessary to address a security risk, legal requirement, abuse pattern, infrastructure issue, stability concern, vendor dependency issue, or other urgent condition.

Scheduled Maintenance and Emergency Maintenance may result in temporary downtime, degraded performance, feature restrictions, or temporary unavailability of integrations or non-core functions.

9. Excluded Events and Downtime Exclusions

Without limiting any broader exclusions under the Agreement, Provider will not be responsible under this Policy for downtime, delays, performance issues, support limitations, or response limitations caused by or resulting from any Excluded Event, including Customer or user misuse of HarmonyATS; breach of the Agreement or the HarmonyATS Acceptable Use Policy; Customer systems, local environments, devices, browsers, identity providers, email systems, internet service providers, networks, or firewalls; Customer configuration choices or administrative actions; integrations, APIs, plugins, or third-party services, content, or infrastructure not controlled by Provider; beta, preview, trial, sandbox, evaluation, or no-fee features; denial-of-service events, malicious activity, unauthorized access attempts, or security incidents not caused by Provider's breach of the Agreement; force majeure; Scheduled Maintenance; Emergency Maintenance; and any suspension, throttling, filtering, or restriction implemented in accordance with the Agreement or this Policy.

10. Customer Cooperation and Shared Responsibilities

Customer will cooperate reasonably with Provider in connection with Support Services, including by providing timely and accurate information, designating appropriate contact persons, and performing reasonable troubleshooting steps within Customer's control.

Customer is responsible for administering its own accounts, users, permissions, roles, and credentials; maintaining reasonably current browsers, systems, and compatible environments; managing Customer's own devices, networks, security settings, and third-party integrations; using HarmonyATS in accordance with the Agreement and applicable law; and making timely backups or exports of Customer Data where Customer's business continuity program requires retention beyond the service configuration provided by Provider.

Provider's obligations under this Policy may be delayed, limited, or unavailable to the extent Customer does not provide reasonable cooperation or where Customer's own acts or omissions materially contribute to the issue.

11. Suspension, Misuse, and Non-Payment

Provider may suspend access to HarmonyATS, in whole or in part, where permitted by the Agreement, including for security reasons, actual or suspected misuse, fraud concerns, legal compliance, threats to the service or other customers, non-payment, or other material breach by Customer.

A suspension, restriction, or termination resulting from Customer breach, misuse, non-compliance with the Agreement or the HarmonyATS Acceptable Use Policy, fraud concerns, security concerns caused by Customer, or non-payment does not entitle Customer to any refund, credit, fee abatement, or other compensation except where required by applicable law.

If the Agreement is terminated for Customer breach, or if Customer elects not to renew an annual prepaid subscription, annual prepaid fees remain non-refundable except where applicable law requires otherwise or the Agreement expressly grants a refund remedy for a serious Provider failure.

12. Service Credits and Financial Remedies

Unless expressly agreed in writing, Support Services under this Policy do not include service credits, liquidated damages, fee abatements, or other financial remedies.

Except where required by law or expressly stated in the Agreement, this Policy does not create any refund right. For clarity, annual prepaid fees are generally non-refundable, and any refund remedy for a serious Provider failure must be expressly stated in the Agreement or a written amendment signed by both parties.

13. Changes to the Service and to this Policy

Provider may modify HarmonyATS, its support processes, tooling, staffing model, and operational practices from time to time, provided that Provider does not materially reduce the overall substance of the standard Support Services for paying customers during the then-current subscription term except as reasonably necessary for security, legal, operational, third-party dependency, or infrastructure reasons.

Provider may update this Policy from time to time. Updated versions will become effective as stated in the updated document or as otherwise communicated by Provider. No change to this Policy creates a termination, credit, refund, or damages right unless the Agreement expressly provides otherwise.

14. General

This Policy forms part of the Agreement and is subject to the limitations, disclaimers, liability provisions, suspension rights, and dispute-resolution framework set out in the Agreement.

Nothing in this Policy obligates Provider to disclose confidential information, security-sensitive information, vulnerability data, source code, internal tooling, internal operational materials, or any information relating to other customers beyond what Provider reasonably determines is appropriate or legally required.

Any governing law, jurisdiction, notice mechanics, and other general legal provisions applicable to this Policy are governed by the Agreement.

This Policy is effective as of 05.12.2025.

Version	1.0
Contact	info@harmonyats.org