

SERVICE LEVELS

1. These Service Levels are to be provided during the System Environment Operational Hours as defined below and are at all times subject to the System Environment Maintenance Hours and the System Environment Downtime requirements as defined below, to Incident Priorities and to the Customer meeting its responsibilities set out in the SaaS Agreement
2. CIPHR offers no guarantees or Service Level commitments with respect to performance or end-to-end bandwidth across public networks such as the Internet
3. For the avoidance of doubt, the assumptions CIPHR has used in agreeing to these Service Levels are based upon information obtained from the Customer and CIPHR's understanding of the Customer's proposed use of the System Environment. If those assumptions change, then these Service Levels may be subject to change

SERVICE LEVEL DESCRIPTION

SYSTEM ENVIRONMENT MAINTENANCE HOURS

System Environment Maintenance Hours are the three (3) hours from 21.00 to 24.00 each day during which the System Environment may be interrupted to the Customer for carrying out Planned Works (routine maintenance activities required by professional computing practice), including;

Offline backup

Software maintenance work, including testing new versions

Testing restart and recovery

Implementation of release upgrades and service packs for System Environment components.

All Planned Works will be notified to the Customer in accordance with the Maintenance Notification Service Level table below. If the System Environment Maintenance Hours in any day do not provide sufficient time to carry out the Planned Works an extension will be agreed. Reboots of the System Environment may be required during Planned Works and Users are advised not to use the platform during these periods

For the avoidance of doubt, downtime due to Planned, Unplanned or Urgent Works carried out during System Environment Operational Hours will form part of the System Environment Downtime calculation

SYSTEM ENVIRONMENT OPERATIONAL HOURS

The System Environment Operational Hours are periods of time during which the System Environment will be made available subject to the Service Levels for routine Customer processing requirements. For the avoidance of doubt, the System Environment will be generally available for routine processing requirements at all times outside the System Environment Operational Hours (excluding Systems Environment Maintenance Hours) but during such periods operations will not be subject to Service Levels

System Environment Operational Hours will be between 0600hrs and 2100hrs each day

Scheduled Maintenance work will not be performed during System Environment Operational Hours unless essentially required and notified to the Customer in accordance with the Scheduled Maintenance Notification Service Level table below.

SaaS Service Levels

SYSTEM ENVIRONMENT DOWNTIME

System Environment Downtime is the total number of hours in a calendar month that the System Environment is unavailable for the Customer's use during System Environment Operational Hours and is expressed as a percentage of Systems Environment Operational Hours.

System Environment Downtime shall only include those hours of unavailability where the cause of any failure is primarily the responsibility of CIPHR or its contractors.

System Environment Downtime is calculated as the total hours of downtime in a calendar month that have accumulated as a result of Incidents during System Environment Operational Hours, (where those Incidents have had downtime in excess of 5 minutes) plus (+) Planned, Unplanned or Urgent Works carried out during System Environment Operational Hours in the same period divided by (/) System Environment Operational Hours in the same period times (x) 100%. System Environment Downtime so calculated shall not exceed 3% in any calendar Month

Expressly excluded from any System Environment Downtime calculations is Downtime due to force majeure, faults in Third Party Software, Customer Software or any upgrade thereto, failure by the Customer to fulfil Customer Obligations or other reasons not within the responsibility of CIPHR and its contractors, including without limitation the Customer or Customer User's inability to access the System Environment due to a public communications facility or network including the Internet.

MAINTENANCE NOTIFICATION SERVICE LEVEL

TYPE OF MAINTENANCE	ANTICIPATED DOWNTIME	ADVANCE NOTICE TO BE GIVEN
Planned (e.g. upgrades of hardware or software)	As estimated	Seventy-two (72) hours 3 Working Days
Unplanned	Up to two (2) hours	Not < four (4) hours
Urgent or emergency works	As estimated	As much as reasonably practicable