SaaS Service Definition

SAAS SERVICE SUPPORT

The SaaS Service as defined in the SaaS Agreement entered into between the parties ("the SaaS Agreement") shall include the following support service and all defined terms in the SaaS Agreement will apply to this schedule.

1. an advisory and explanatory service (service desk) with respect to the Software and the SaaS Service including the provision of a telephone, online chat, online support portal and email consultation service provided during Working Hours
2. Incident logging, Incident priority allocation and follow up actions to achieve resolution of the Incident in accordance with the Incident Priorities
3. communication from CIPHR providing information on matters of general interest with respect to the Software and SaaS Service
4. if CIPHR makes an Update generally available to its customers of SaaS Services, it will supply the Customer with that Update without additional charge

SAAS SERVICE INCLUSIONS AND EXCLUSIONS

1. Service Inclusions

The SaaS Service shall include the following facilities and services;

1.1. standard operational activities involving the maintenance, security and availability of the System Environment
1.2. daily backup and retention for up to 21 days of such backups of the Software and Customer data, stored by the operation of the Software or the SaaS Service
1.3. operation of the SaaS Service in accordance with the provisions of ISO27001:2013, as defined in CIPHR's statement of applicability, including;
    1.3.1. administration of System Environment security, administration of operating system level user accounts and passwords, administration of System Environment security infrastructure and processes
    1.3.2. monitoring of the SaaS System Environment to provide appropriate levels of confidentiality, integrity and availability to the customer
1.4. storage space for customer related files and documentation of up to 10GB or within limits as specified in any Order Form

2. Sub-Processors (pursuant to **clause 13.2** of the SaaS Agreement)

	PURPOSE OF PROCESSING	TYPE OF PROCESSING	SUB-PROCESSOR NAME	CONTACT DETAILS
2.1	For the provision of all applicable CIPHR Software and Third Party Software	Storage, backup and other processing activity related to all Customer Personal Data entered into the SaaS Service, in connection with the System Environment	UKFast.Net Ltd	UKFast Campus, Birley Fields, Manchester M15 5QJ
			NTT Europe Ltd	1 King William Street, London, EC4N 7AR
2.2	For the provision of CIPHR Payroll software and related payroll services	All processing activity related to Customer Personal Data entered into the SaaS Service as required for the provision of CIPHR Payroll software and related payroll services	Payroll Business Solutions Ltd (a CIPHR group company)	Abbey House, Chapel Street, Marlow, Buckinghamshire, England, SL7 1DD
2.3	For the provision of CIPHR Payroll software and related payroll services	General IT services and associated processing activity of Customer Personal Data entered into the SaaS Service as required for the provision of CIPHR Payroll software and related payroll services	VITS Ltd	Hurlingham Studios, Ranelagh Gardens, London, United Kingdom, SW6 3PA

2.4	For the provision of CIPHR Payroll software and related payroll services	Storage, backup and other processing activity related to Customer Personal Data entered into the SaaS Service as required for the provision of CIPHR Payroll software and related payroll services.	COREIX Ltd	9-10 River Front, Fourth Floor, Refuge House, Enfield, Middlesex, EN1 3SZ

3. Service Exclusions

Unless specified in any Order Form or otherwise agreed in writing, the following items are not part of the SaaS Services or other Services provided under the SaaS Agreement and shall remain the sole responsibility of the Customer

3.1.   maintenance, support or management of any Customer software or Customer database

3.2.   development work, installation or upgrades of the Software, any applicable Third Party Software or Customer software, other than new developments or releases of the Software or Third Party Software that CIPHR, in its absolute sole discretion, agrees to install and support under this agreement for access and use by the Customer during any Subscription Period

3.3.   maintenance, support, upgrading, installation, licensing or management or other services for any customer software, hardware, desktop equipment, infrastructure or peripherals or the Customer's premises or computer systems or its environment or telecommunications network

3.4.   Customer or Customer User training

3.5.   Customer data conversion and migration

3.6.   procurement, provision, maintenance and support of or any advice in connection with the Customer's computer systems or its environment or the Customer's telecommunications network

3.7.   the design in respect of the System Environment interface with the Customer computer systems or its environment or the Customer's telecommunications network or Customer premises

3.8.   the procurement, adequacy, maintenance or support of, or any advice in connection with, the software and/or licensing requirements for any systems, software, computer, device or facility used by the Customer or any Customer User to access or use the SaaS Service or any website or computer network CIPHR uses in connection with the SaaS Service

3.9.   the provision of any other services, third party services, software or advice in relation to the use of any services or software, that is not specifically referred to in any Order Form or the Agreement