

## SaaS Service Definition

Unless otherwise defined, capitalised terms shall have the meaning given to them in the SaaS Agreement.

## Professional Service – SaaS Service Support

CIPHR shall provide the following support service in respect of the SaaS Service:

1. during Working Hours, an advisory and explanatory service with respect to the Software and the SaaS Service including the provision of a telephone, online chat and email consultation service with respect to requests logged by System Administrators via an online support portal or via the telephone
2. the provision of an online support portal and telephone service (during Working Hours), to allow System Administrators to log Incidents, 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 of Customer Data stored by the operation of the Software or the SaaS Service (“**Daily Backup**”) and retention of each Daily Backup for a period of 21 consecutive days commencing on the date of creation of the relevant Daily Backup (“**Retention Period**”). For the avoidance of doubt, CIPHR shall be under no obligation to retain or provide to the Customer a Daily Backup once that Daily Backup’s Retention Period has expired
- 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 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, 28-30 Chapel Street, Marlow, Buckinghamshire, England, SL7 1DD |
| 2.3 For the provision of the CIPHR Learning, CIPHR LMS or Digits Enterprise products ("LMS") | Processing that is necessary for support and performance of LMS products   | Digits Industries Ltd (a CIPHR Group company)          | Abbey House, 28-30 Chapel Street, Marlow, Buckinghamshire, England, SL7 1DD |
|  | Storage, backup and other essential processing activity in connection with LMS products  | Aptum Technologies (UK) Ltd                            | Langstone, Technology Park, 2B Langstone, Road, Havant, PO9 1SA             |
|  | Processing that is necessary for support and performance of LMS products   | Singularitee Ltd                                       | Suite 150, 38 Sunbridge Road, Bradford, BD1 2DZ                             |
|  | Processing that is necessary for support and performance of LMS products   | Springcode   | Wessex House, Upper Market Street, Eastleigh, SO50 9FD                      |

**3. Service Exclusions**

Unless specified in any Order Form or otherwise agreed in writing, the following items are not part of the SaaS Service or Professional Services provided under the 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 the 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

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