

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 Ciphir 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	ANS Group Limited	1 Archway, Hulme, Manchester M15 5QJ, United Kingdom
		NTT Europe Ltd	1 King William Street, London, EC4N 7AR
		Microsoft Ireland Operations Limited	One Microsoft Place, South County Business Park, Leopardstown, Dublin, D18 P521
	Email creation and delivery based on notification/messaging requirements from the SaaS Service	Sinch UK Ltd	Viking House, John Roberts Business Park, Pean Hill, Blean, Kent, England, CT5 3BJ
2.2 For the provision of Ciphir 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 Ciphir Payroll software and related payroll services	Payroll Business Solutions Ltd (a Ciphir group company)	Abbey House, 28-30 Chapel Street, Marlow, Buckinghamshire, England, SL7 1DD
2.3 For the provision of the Ciphir Learning, Ciphir LMS or Digits Enterprise products ("LMS")	Processing that is necessary for support and performance of LMS products	Digits Industries Ltd (a Ciphir 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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