

ZELLIS TECHNOLOGY - SERVICE DESCRIPTION GUIDE

March 2026



Contents

Document Control	4
1 Introduction	5
1.1 Scope	5
1.2 Service rights	5
1.3 Service Types	5
1.4 Updates to this Guide	6
1.5 Service Descriptions	6
1.6 SDG applicability	7
2 Zellis Technology	7
2.1 Zellis Technology Services	7
2.2 Zellis Technology (Zellis Private Cloud)	21
2.3 Other Services	22
2.4 Marketplace	26
2.5 Work Report	26
3 Training	27
4 Change Management	27
4.1 Change to Services	28
4.2 Software Releases	28
4.3 Configurations	29
4.4 Changes to Zellis Technology	29
4.5 End of Life	30
5 Audit	30
5.1 Introduction	30
5.2 Audit by Customer	30
5.3 Audit by Governmental Authority	31
5.4 General	31
5.5 Cloud Provider Audits	31
6 Documents	32
7 Complaints Procedures	32
7.1 Purpose	32
7.2 Formal Complaint Process	32
7.3 Process	33
8 Exit Planning	33
8.1 Exit Options	33
9 Other Terms	35

9.1	SSL Certificates	35
9.2	Integrations / Connectors	35
9.3	Zellis Intelligence Platform.....	36
9.4	Artificial Intelligence.....	36
9.5	Third-Party Services	37
9.6	Cloud Provider	37
10	Verification Partner.....	37
11	Trial Features	38
11.1	Applicable Terms	38
12	Zellis Payroll Cyber & Contingency Service	39
12.1	Introduction.....	39
12.2	Definitions	39
12.3	Set-Up	39
12.4	Invocation.....	39
12.5	Service	40
13	Data analytics and automation.....	42
13.1	Introduction.....	42
13.2	BI as a Service	42
13.3	Automation	45
13.4	Premium Reporting Packs.....	46
14	Earned Wage Access	47
14.1	EWA Services	47
14.2	On-boarding	47
14.3	Notifications and communications.....	47
14.4	In-scope Personnel & Registered Users.....	47
14.5	New joiners, leavers & other changes of circumstance.....	48
14.6	Withdrawals, Charges and payment	48
14.7	Financial education	50
14.8	Customer Responsibilities	50
14.9	Licence.....	51
14.10	Data and security	51
14.11	Other Terms.....	52
15	Annex - Glossary	52

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1 Introduction

1.1 Scope

This Service Description Guide describes the Systems and Services that support our service delivery for **Software as a Service (SaaS)** – where we provide the infrastructure, software and support to enable customers to fully benefit from our software solution along with other Services which may be purchased by you.

Your **Customer Agreement** specifies which Services you have purchased, and additional details of our Services are included in the process maps that we provide during Service implementation.

The following additional services are defined in standalone Service Descriptions, referenced if applicable in the Customer Agreement:

- Zellis Managed Payroll Service
- Application Management Service
- Background Checking

In this Service Description Guide “you” means the Customer, “we” means Zellis. “your” and “our” should be read accordingly.

1.2 Service rights

We grant to you, the Customer, for the Term, on and subject to the terms and conditions of this Agreement a non- exclusive, non-transferable right to access the Services, subject to the limits set out in the Customer Agreement.

Services shall be delivered during the Core Service Availability Period

- United Kingdom (UK) offices close on published English bank and public holidays.
- Republic of Ireland (ROI) offices close on published Irish bank and public holidays.
- Offshore offices adhere to UK operating arrangements.

1.3 Service Types

Section 2 describes our technology comprising four options (“**Zellis Technology**”):

ZellisONE – including your chosen modules and partner solutions as specified in the Customer Agreement. Hosting will be provided wholly by our Cloud Providers.

Zellis HCM AIR – including your chosen HCM AIR Edition (“Payroll” or “Payroll & HR”) and other optional modules and partner solutions as specified in the Customer Agreement. Hosting will be provided wholly by one or more of our Cloud Providers.

Zellis HCM Cloud – including your chosen HCM Cloud Edition (“Payroll” or “Payroll & HR”) and other optional modules and partner solutions as specified in the Customer Agreement. Hosting will be provided either wholly by one of our Cloud Providers or through hybrid infrastructure; that is partially hosted by Zellis and partially by one of our Cloud Providers.

Zellis Private Cloud - including your chosen modules and partner solutions as specified in the Customer Agreement and where hosting is provided from Zellis' provisioned Data Centres.

We will start to provide our Zellis Technology as soon as we have completed its implementation.

Unless otherwise set out in the Agreement, if at the date of this Agreement you are in receipt of a pre-existing Zellis Technology and are migrating to a different Zellis Technology, we will continue to provide that solution until such time as we advise that a migration to the contracted Zellis Technology has been completed.

If your first Zellis Technology migration under this Agreement has been to hybrid infrastructure, or you receive a Private Cloud SaaS solution, we may require that the Services are subsequently migrated to infrastructure that is fully hosted by our Cloud Providers. You agree to such migration and to provide such reasonable cooperation and assistance as is necessary for the migrations to be completed.

1.4 Updates to this Guide

We may amend or update this Service Description Guide from time to time including (without limitation) to reflect ongoing service enhancements. Changes will be made available to all customers via the link in the Customer Agreement and notified to registered users through the Customer Help Centre. Each update will replace any previous versions. In the event of any conflict between this paragraph and the Terms and Conditions, this paragraph shall prevail to the extent of such conflict.

1.5 Service Descriptions

Each service is defined using the following standard format:

Ref: XXnn	Standard/Optional	Name
Zellis responsibility:		<i>Narrative describing Zellis' obligations</i>
Your responsibility:		<i>Narrative describing Customer's obligations</i>
Assumptions:		<i>Narrative describing applicable assumptions</i>
Exclusions:		<i>Narrative describing applicable exclusions</i>

Where:

- **Ref:XXnn** is the formal reference for the service comprising letters and numbers.
- **Standard/Optional** defines whether a service is standard or may be procured as an optional extra. Where services and capabilities are exclusive to HCM AIR or ZellisONE customers, these are indicated using **Std AIR/Opt AIR** or **Std ZellisONE/Opt ZellisONE** (as appropriate).
- **Name** is the basic description of the service.

1.6 SDG applicability

Only those Service options of the SDG (both Technical and Services) set out as being applicable in the **Customer Agreement** apply with reference to Services procured from Zellis.

2 Zellis Technology

2.1 Zellis Technology Services

This section details the features of ZellisONE, Zellis HCM AIR, Zellis HCM Cloud and Zellis Private Cloud SaaS customers, grouped into the following areas:

- 2.1.1 Service Availability and support
- 2.1.2 Data Centre, Database and Infrastructure
- 2.1.3 Software Release and Upgrade Management
- 2.1.4 Application Services, Training and Knowledge
- 2.1.5 Communication
- 2.1.6 Disaster Recovery and Business Continuity

For each area of Service, standard activities are included in core pricing while optional service elements may be agreed to be included and priced into the service based on agreed scope.

Where there are differences between Zellis Technology, these are set out specifically.

2.1.1 Service Availability and Support Targets

The scope of services defined below covers the Zellis Technology as relevant under your Agreement. The below sets out the service targets that apply.

Ref: SA1	Standard	Service Availability
Zellis responsibility:		<p>Core Service Availability Period (CSAP) is 08:00 to 18:00 Monday to Friday excluding UK bank holidays.</p> <p>Target availability for ZellisONE, HCM AIR, and HCM Cloud users is 99.9% availability during CSAP, 99% for Zellis Private Cloud users during CSAP.</p> <p>The system will be deemed available where it can be accessed using the agreed URL via a web browser.</p>
Your responsibility:		Your infrastructure is available to enable user access.
Exclusions:		<p>Certain periods where planned or emergency system maintenance, upgrades, housekeeping and other operational activities take place.</p> <p>Force Majeure Events.</p>

Ref: SA2	Standard	Support hours – Essential Service
Zellis responsibility:		<p>Our Customer Help Centre is available for your Trained and Competent Users to access product and support information, request support, and view the progress of Cases 24 hours a day, seven days a week, excluding certain times during which system maintenance, housekeeping and other operational activities are necessary.</p> <p>Zellis customer support colleagues are available during Normal Working Hours and any other periods specifically defined in your Agreement.</p> <p>Time elapsed towards resolution times for Cases is only calculated during Normal Working Hours.</p>
Your responsibility:		<p>Provision of Trained and Competent Users to use the Customer Help Centre facilities providing full details of issues arising and to promptly engage with Zellis to enable case resolution.</p> <p>Users need to maintain currency of contact details and active involvement with the service.</p>

2.1.1.1 Priority definitions

Level	Description	Definition
Priority 1	Critical	<p>An issue/event that severely impacts the delivery of your service (such as a failure causing impact across the full payroll/HR/recruitment service, employees not paid or not paid correctly, significant additional work to you, loss of service). The situation halts your business operations and no procedural workaround exists.</p> <p>Any issue which is liable to result in a payroll or HMRC deadline being missed.</p>
Priority 2	Urgent	<p>An issue/event where the delivery of your service is functioning but at a severely reduced standard (e.g. a failure causing impact across part of the payroll/HR/recruitment service, some employees not paid or not paid correctly, additional work to you).</p> <p>The situation is causing a high impact to portions of your business operations and no procedural workaround exists.</p>
Priority 3	Important	<p>An issue/event that involves partial, non-critical impact on your payroll/HR/recruitment service (e.g. a failure causing impact to a process within the payroll/HR/recruitment service, a small number of employees not paid or not paid correctly, a small value of incorrect payments).</p>
Priority 4	Non-critical	<p>A failure to deliver to expectation (such as slow response to emails, non- adherence to an agreed procedure, persistent errors impacting individual employees or pensioners).</p>
Priority 5	Planning	<p>This value is reserved for Changes. A scheduled date and time for the Change are agreed with the Customer. The guidelines for response and resolution are therefore not applicable for this Priority.</p>

2.1.1.2 Response

Our current guidelines for providing a Response to a Case are set out in the table below. These only include time elapsed during Normal Working Hours, irrespective of when the Case record is created.

Level	Description	Guideline response time
Priority 1	Critical	1 hour [□]
Priority 2	High	1 day
Priority 3	Moderate	1 day
Priority 4	Low	1 day

* **Note:** Due to the severity of the Case, a message in our Customer Help Centre will ask that you telephone us, including the number to call.

When you call us, you can choose the option for the most appropriate Zellis support team for your issue, for example, HR or payroll. You'll then be connected to the next available support colleague in that team.

If all Customer Support Colleagues in that team are already helping other Customers, and you wait for more than thirty seconds for your call to be answered, you'll be re-routed to the next available colleague from any of the other Zellis support teams. In this situation, they may not have the specialist knowledge to resolve your issue. However, they will take your details, open a Case for you, and reassure you that it will be progressed with the necessary urgency.

2.1.1.3 Resolution

Due to the variable nature of Cases, it isn't possible for us to commit to specific timescales to resolve Cases. We will, however, relative to the Priority of the Case:

- Provide feedback on the nature of any issues identified and provide ongoing updates.
- Take commercially reasonable steps to resolve the Case as expeditiously as possible.
- Apply good industry practice in determining the optimum resolution for the Case.
- Work collaboratively with you in exploring alternative solutions or options if the Case cannot be expeditiously Resolved.

Resolution time measurement

- Only time during our Normal Working Hours is calculated towards resolution times.
- Calculation commences from the date and time you open the Case with us, or the start of the next period of Normal Working Hours if outside of this.
- Resolution time only includes the sum of elapsed time during Normal Working Hours where the case has not been in a Holding State. Examples being:
 - where we are awaiting additional information or feedback from your or a relevant third party.
 - We determine a programming solution is required, for example where a **Defect** is the cause of your **incident**, and we haven't made a **viable workaround** available to you.

2.1.1.4 Premium support tiers

Ref: SA3	Optional	Support hours – Premium Service Options
Zellis responsibility:		Premium support facilities are available as optional service upgrades with enhanced opening hours, service levels and added value features as set out below Time elapsed towards resolution times for Cases is only calculated during defined Support Hours based on the applicable support service tier as set out below.
Your responsibility:		Provision of Trained and Competent Users to use the Customer Help Centre facilities providing full details of issues arising and to promptly engage with Zellis to enable case resolution. Users need to maintain currency of contact details and active involvement with the service.

A [Support Services Guide](#) is provided for authorised users via the Customer Help Centre Knowledge Base to enable optimal use of and interaction with Zellis' Support Services.

2.1.1.5 Premium support tiers

Service scope	Essential (Standard)	Advanced (Optional)	Premier (Optional)
Support Hours	09:00 – 17:30 on Working Days	05:00 – 23:00 on Working Days and 08:00 – 16:00 Sat/Sun	24 x 365 cover
Target Response time	<ul style="list-style-type: none"> • P1 One hour • P2 One day • P3 One day • P4 One day 	<ul style="list-style-type: none"> • One hour • Four hours • One day • One day 	<ul style="list-style-type: none"> • 30 minutes • Two hours • Four hours • One day
Additional value	N/A	Dedicated contact channels (phone and chat) for premium tiers Two inclusive training days. Quarterly performance review. Annual health check.	Dedicated contact channels (phone and chat) for premium tiers Five inclusive training days. Monthly performance review. Annual health check and optimisation review.

Factors which may affect our ability to resolve cases in a timely manner include:

- Insufficient information made available to us to progress our investigation.
- Input may be required from a third party.
- A Case may be caused by a local issue on your environment.
- Other possible factors outside of our control.

2.1.2 Data Centre, Database and Infrastructure

Ref: DB1	Standard	Core infrastructure
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Zellis responsibility:	Procure, licence and maintain hardware, software and network infrastructure. Ensure infrastructure is supported and maintained in accordance with vendor recommendations.
Your responsibility	Ensure technical currency of all integrated and dependent applications

Ref: DB1.1	Std ZellisONE & Std AIR	Realtime resilience
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Zellis responsibility:	ZellisONE and HCM AIR use zone redundant storage in the cloud. <ul style="list-style-type: none"> • Data is replicated across three zones so that a zone failure won't impact the availability of the data. • Replication happens automatically. • Switchover, if necessary, is completed in realtime.
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Ref: DB2	Standard	Resilient internet connectivity
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Zellis responsibility:	Enable provision of resilient internet connectivity between Zellis infrastructure and the internet.
Your responsibility:	Enable provision of resilient internet connectivity between Customer infrastructure and the internet.

Ref: DB3	Standard	System monitoring
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Zellis responsibility:	Monitor infrastructure and networks
Your responsibility:	Monitor outbound interfaces and integrations and activity with Zellis.

Ref: DB4	Standard	Infrastructure patch and change management.
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Zellis responsibility:	Carry out risk assessment and apply patches and changes in line with agreed priorities. Where the change is customer impacting or requires downtime, provide a minimum of three Working Days notice for planned changes.
Exclusions:	Emergency changes may be carried out without notice.

Ref: DB5	Standard	Multi-factor authentication.
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Zellis responsibility:	Maintain internet synchronised time.
Your responsibility:	Ensure users have a suitable mobile device and install a compatible authenticator app. Define minimum complexity standards for security to be at least aligned with Zellis minimum standards by default.

Ref: DB6	Standard	Application audit
Zellis responsibility:		Maintain audit trail data for 12 months by default or otherwise as agreed in writing.
Your responsibility:		Use inbuilt archive tools to archive data and store locally if it needs to be kept beyond 12 months (or other period agreed in writing) or after the Term.
Exclusions:		Audit trail data storage may be deleted following two months beyond the end of the Term unless otherwise agreed in writing.
Ref: DB7	Standard	Online data storage
Zellis responsibility:		Store up to seven years of online data history as needed for legal or other regulatory compliance e.g. payslips, unless otherwise agreed in writing.
Your responsibility:		Housekeeping historical data and local storage if it needs to be kept beyond seven years or the end of the Term.
Exclusions:		Online data history may be deleted following two months beyond the end of the Term unless otherwise agreed in writing.
Ref: DB8	Standard	Secure data centres
Zellis responsibility:		Provide secure data centre facilities (whether Private or Public Cloud).
Ref: DB9	Standard	Application environments
Zellis responsibility:		Provision of one LIVE and one User Acceptance Testing (UAT) environment. The UAT environment will be a duplicate of the LIVE environment excluding audit and document storage data.
Your responsibility:		Request LIVE to UAT copies when required via change control.
Exclusions:		Six LIVE to UAT copies are provided free of charge per annum. Subsequent copies are chargeable at the prevailing rate. Customer-owned internet domain names cannot be used to access the system.
Ref: DB10	Standard	Database administration
Zellis responsibility:		Optimise databases for efficient operation
Ref: DB11	Standard	Backups
Zellis responsibility:		Carry out backups in accordance with the Back-Up schedules (not including replication) Maintain encryption level. Store backups outside the primary data centres. Maintain encryption keys in a secure manner. Provide encryption strength/algorithms in line with industry practice.
Ref: DB12	Standard	Data encryption at rest
Zellis responsibility:		Provide encryption strength/algorithm in line with industry practice. Maintain encryption keys in a secure manner.

Ref:	Standard	Site to site IPSec VPN [N/A for HCM Cloud, HCM Air and ZellisONE]
DB13		

Zellis responsibility: Provide VPN with two tunnels terminating at the Customer’s infrastructure.
 One tunnel to the Zellis nominated primary data centre and the other to the Zellis nominated secondary (Disaster Recovery) data centre.

Your responsibility: Manage and maintain overall internet service capacity.
 Manage and maintain network infrastructure.
 Use an IPSec compatible firewall capable of source Internet Protocol (IP) Network Address Translation (NAT) and Internet Key Exchange version 2 (IKEv2).
 Provide sufficient internet and network bandwidth availability with low latency responses.
 Allow public IP addresses to be routed on your network. These are owned by Zellis’ Internet Service Provider and are used within the confines of your network.
 Able to NAT behind a private address range allocated by Zellis or a Customer-provided public address which is different from your firewall.
 Where needed provide additional 1:1 NATs may be required for access to certain Customer servers e.g. email.
 Initiate the VPN tunnels and be responsible for configuring and ongoing availability of your firewall for VPN connectivity, NATing etc.

Ref:	Standard	Secure file transfer
DB14		

Zellis responsibility: A secure file transfer system is provided for inbound and outbound interface files.
 Files will be retained in this area for a maximum of 60 days before being automatically deleted.
 Zellis will enable security and an agreed SFTP exchange design e.g. Customer push/pull etc.

Your responsibility: Ensure that interface files are managed within the retention period.

Exclusions: Zellis cannot be responsible for Customer initiated transfers (i.e. pushing data to Zellis/pulling data from Zellis) beyond availability of the Zellis SFTP platform.

Ref:	Standard	Network changes
DB15		

Zellis responsibility: Essential connectivity and network changes initiated by Zellis requiring Customer involvement e.g. SFTP changes to maintain technical currency.
 Communicate details of change providing cause and reasonable notice along with any action required by you or any of your third parties.

Your responsibility: Engage your IT support including any third parties.
 Be responsible for any associated non-Zellis costs e.g. third-party network provider, overtime etc.

Ref:	Standard	MyView facility
DB16		

Zellis responsibility: Provide private and public facing MyView

Assumptions: Limited to one of each connection to two environments (Live and UAT)

Ref: DB17	Standard	Email generation

Zellis responsibility: Generate emails from the application, and relay to the Customer across a trusted link or via Transport Layer Security (TLS) over the internet to the Customer's email system.

Your responsibility: Provide access to emails incoming from Zellis.

Ref:	Standard	Document Storage
DB18		

Zellis responsibility: Provide Document Storage capacity:
Initial 5 GB Live DocStore capacity (1GB Test), additional capacity available on request.

Your responsibility: Responsible use of available capacity and monitoring of usage.

Assumptions: Additional capacity available (chargeable licence key)

Ref:	Standard	Planned Maintenance
DB19		

Zellis responsibility: Provide notice of planned maintenance three Working Days in advance where possible.

Your responsibility: Notify end users and make appropriate operational changes.
Test access from Customer network following maintenance.

Assumptions: Planned maintenance will be scheduled outside of the CSAP.

Exclusions: We reserve the right to take down the Service one weekend per quarter to allow maintenance.

Ref:	Standard	Emergency Maintenance
DB20		

Zellis responsibility: Undertake emergency maintenance only by exception.
Endeavour to work outside of the CSAP.
Create Customer communications promptly.

Your responsibility: Notify end users and make appropriate operational changes.
Test access from Customer network following maintenance.

Ref: DB21	Standard	Ad-hoc restore
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Zellis responsibility: Fulfil ad-hoc restore requests, timing to be agreed

Your responsibility: Request restore where needed.

Exclusions: One restore request per month is covered at no additional cost.
Any additional requests will be charged at Zellis Standard rates.

Ref: DB22	Optional	Additional VPN [N/A for HCM Cloud, HCM AIR and ZellisONE]
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Zellis responsibility: Provide additional site-to-site VPN network links to aid Customer business continuity plans.

Your responsibility: Maintain network infrastructure as required.

Ref: DB23	Optional	Single Sign On
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Zellis responsibility: Provide SAML gateway or other suitable solution (at Zellis nomination) to enable Single sign-on.
To operate both public (internet) and private (trusted link) SAML consumer gateways for the purposes of external authentication for Zellis Technology applications.
Zellis Technology has defined minimum requirements for user authentication.

Your responsibility: Provide an Identity Management solution capable of generating SAML 2.0 assertions (or future enhancement alternatives as evolved over time).
Ensure that the "header" and message" components of the assertion are signed.
You must be able to support Identity Provider Initiated Single Sign-On (Init- IDP).
Maintain a mapping between the employee's unique Employee ID must be present within the SAML assertion.
Provide skilled technical resource conversant with your Identity Management environment.
Where public-facing Self- Service is required with SAML, then your employees must have a way of communicating to your Identity Provider over the Internet e.g. some form of portal.
Provide X509 certificates.
Any Customer-defined authentication rules not meeting the Zellis Technology minimum are used at Customer's risk.

Ref: DB24	Optional	Azure Active Directory authentication
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Zellis responsibility: Configure Azure Active Directory application settings.
Configure firewall ports accordingly.

Your responsibility: Changes in your infrastructure including firewall changes, creating and managing any data mapping and maintenance and management of your own AAD servers.

Assumptions: Customer managed AAD servers.
Single Active Directory (AD) domain only.

Exclusions: Zellis does not provide AAD servers.

Ref:	Optional	Additional test environments
DB25		

Zellis responsibility:	Create additional environments and copy data from LIVE.
Your responsibility:	Additional Test environments above your allocation will be chargeable.
Exclusions:	Only one LIVE environment is permitted.

Ref:	Optional	Customer network changes
DB26		

Zellis responsibility:	For network changes initiated by Customer requiring Zellis involvement e.g. network changes, access changes, assess and ensure no risk of impact to service. Schedule and implement changes.
Your responsibility:	Communicate details of the change request to Zellis giving reasonable notice. Any non-standard changes will be chargeable.

Ref:	Optional	Third party access
DB27		

Zellis responsibility:	Third parties authorised by you may access your own environment where agreed in writing by us. Carry out a risk assessment and review within an agreed period.
Your responsibility:	Provide request for third party access to Zellis. Accept any risk and costs associated with provision of this service. Implementing and maintain access.
Exclusions:	Where the third party is sending or receiving data.

2.1.3 Software Release and Upgrade Management

Ref:	Standard	Application upgrades
RL1		

Zellis responsibility:	Test application upgrades will take place in the CSAP. Live upgrades will take place outside the CSAP. Liaise with the Customer for an appropriate window. Undertake the upgrades in a robust manner.
Your responsibility:	Provide an appropriate window for upgrade, including a window between the test and live upgrades. Test key functionality in test environment prior to live upgrade.

Ref: RL2	Standard	Software updates
Zellis responsibility:		<p>Zellis to provide regular software updates in relation to legislation, delivery enhancements and Defects.</p> <p>Zellis will tell you when new versions are available.</p> <p>Upgrade your Zellis Technology environments.</p> <p>Quality assurance of new releases.</p> <p>For Managed Service customers, booking upgrades will be handled by your delivery team who will also discuss and agree dates.</p>
Your responsibility:		<p>Use a Currently Supported Release.</p> <p>Book upgrades.</p> <p>Plan downtime with user base.</p> <p>Request that UAT environment is upgraded prior to LIVE system so that user acceptance testing of mission critical and bespoke elements can take place prior to a LIVE upgrade. Note as above, for Managed Service customers, booking upgrades will be handled by your delivery team who will also coordinate Zellis and Customer test needs and agree dates.</p>
Assumptions:		<p>Zellis reserves the right to push certain software updates without notice for example to ensure the improvement, confidentiality, integrity, security, or availability of the service.</p>

Ref: RL3	Standard	Critical upgrades
Zellis responsibility:		<p>Apply critical software updates to avoid impact to live service where required and to ensure that the Software continues to perform in material compliance with its designed functionality.</p>
Your responsibility:		<p>Provide us with reasonable assistance in a timely fashion.</p> <p>You acknowledge that we may apply critical updates without notice.</p> <p>Where possible we will endeavour to apply such updates outside CSAP.</p>

Ref: RL4	Standard	Release notes
Zellis responsibility:		<p>Provision of release notes and other supporting collateral e.g. videos to describe Enhancements and innovations.</p>
Your responsibility:		<p>Read release notes and take action where appropriate.</p>

Ref: RL5	Standard	Technical roadmap
Zellis responsibility:		<p>Provision of the Technical roadmap advising future changes and the associated technical pre-requisites.</p>
Your responsibility:		<p>Review roadmap as and when updated and maintain compliance e.g. use supported browser versions.</p>

Ref: RL6	Standard	Product roadmap
Zellis responsibility:		<p>Provision of the Product roadmap advising future functional changes and Enhancements.</p>
Your responsibility:		<p>Review roadmap as and when updated and take action where appropriate.</p>

Ref: RL7	Optional	Non-standard upgrade scheduling
Zellis responsibility:		Liaise with the Customer for an appropriate upgrade window. Undertake the upgrades in a robust manner.
Your responsibility:		Provide an appropriate window for upgrade, including elapsed time between the test and live upgrades. Test key functionality in test environment prior to live upgrade.
Exclusions:		Agreeing special arrangements for an upgrade may invoke charges to be agreed in advance.

Ref: RL8	Optional	Bespoke software enhancements
Zellis responsibility:		Assess requirements and determine viability. If request is a viable bespoke option, provide a quote under Change Control. Development of bespoke Enhancement to agreed specification and commercials.
Your responsibility:		Define bespoke requirements. User Acceptance Testing (UAT) initially and with each new version.

2.1.4 Application Services, Training and Knowledge

Important Note: Please refer to [section 3](#) for details of training courses.

Ref: AL1	Standard	Customer Help Centre
Zellis responsibility:		Online access to product and support information including the ability to open cases for issues or incidents.
Your responsibility:		Provide a minimum of two Trained and Competent Users. Must use a Currently Supported Release.
Assumptions:		Your Trained and Competent Users will be able to perform basic troubleshooting and will make use of the online knowledgebase where possible.
Exclusions:		Periods of system maintenance.

Ref: AL2	Standard	P1 telephone channel
Zellis responsibility:		Provision of a Telephone channel to raise Priority 1 cases during the relevant support hours for your support tier.
Your responsibility:		P1 cases to be raised promptly following identification of a valid issue.
Assumptions:		Only Trained and Competent Users shall utilise the telephone channel.

Ref: AL3	Standard	Case handling
Zellis responsibility:		An initial response is to be provided following the case being raised, followed by regular updates. Case diagnosis and troubleshooting to be undertaken. Workarounds to be provided where viable and appropriate. Case priority to be confirmed based on impact and urgency e.g. payroll deadline.
Your responsibility:		Provide all information required by Zellis to perform case resolution activities (including access to Trained and Competent Users, clear examples of the issues experienced, and a description of the steps taken and circumstances in which the issue was observed).
Assumptions:		Your Trained and Competent Users will be available via phone to enable faster diagnosis and resolution.
Exclusions:		Implementation support when consultancy services should be used. Where the software is operating as intended.

Ref: AL4	Standard	Remote connectivity support
Zellis responsibility:		Reasonable notice of changes to the tool in use.
Your responsibility:		Acceptance and installation of the remote connectivity tool selected by Zellis.
Assumptions:		Remote connectivity tool to enable connection of your users in order to provide support.

Ref: AL5	Withdrawn	Out of hours – see Premium Support options (SA3)
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Ref: AL6	Optional	E-learning
Zellis responsibility:		Zellis publish details of online courses available to customers via the Customer Help Centre.

Ref: AL7	Optional	Classroom based courses for standard functionality
Zellis responsibility:		Zellis publish details of classroom-based courses available to customers via the Customer Help Centre.

Ref: AL8	Optional	Bespoke courses
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Zellis responsibility: Zellis undertake a Training Needs Analysis, agree commercials and deliver agreed training.

2.1.5 Communication

Ref: CM1	Standard	Product communications
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Zellis responsibility: Inform you about our software and services e.g. software updates, planned maintenance, best practice, available training.
Provide reasonable notice of events and activities.
Provide access to all cases, knowledgebase and communications through the Customer Help Centre.

Your responsibility: Assign at least one person to maintain the list of Customer Help Centre users and who subscribes to receive messages.
Ensure subscribers read messages and take action where appropriate.

Ref: CM2	Standard	Release communications
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Zellis responsibility: In application updates regarding software changes and advise of future changes.
We may provide you from time to time with communications on releases.

Your responsibility: You acknowledge that Zellis may also request feedback from end users of the software, e.g. via a short NPS survey, with the aim of improving the solutions for the benefit of all users. Such requests will be anonymised. You will have no obligation to respond to such requests.

2.1.6 Disaster Recovery and Business Continuity

Ref: BC1	Standard	Disaster recovery
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Zellis responsibility: Restoration of service in the event of a Disaster Recovery (DR) event.
Manage disaster recovery events.

Your responsibility: Cooperate with Zellis in the execution of recovery activity on the occurrence of a DR event.

Ref: BC2	Standard	Business continuity testing and planning
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Zellis responsibility: Regular testing of disaster recovery/business continuity plans.
Maintain and update plans.

Your responsibility: Cooperate with Zellis where required in the planning of DR and BC activities.

Ref: BC3	Standard	Data centre Disaster recovery
Zellis responsibility:		Invoke disaster recovery plan where the data centre infrastructure components have been down for at least four hours resulting in loss of service affecting payroll and, in the opinion of Zellis, will be down for at least another 20 hours. Decision to invoke disaster recovery plan. Communicate the invocation to you and provide regular updates.
Your responsibility:		Cooperate with Zellis in the execution of recovery activity on the occurrence of a DR event.

Ref: BC4	Standard	Business Continuity
Zellis responsibility:		Invoke business continuity plan where a service centre or operational site is inaccessible for four hours and, in the opinion of Zellis, will be inaccessible for another 20 hours or more. Decision to invoke the business continuity plan. Where appropriate, communicate the invocation to you and provide regular updates.
Your responsibility:		Cooperate with Zellis in the execution of recovery activity on the occurrence of a DR event.

Ref: BC5	Standard	Annual testing
Zellis responsibility:		Business continuity and disaster recovery plans in place and tested at least annually.
Your responsibility:		Cooperate with Zellis where required in the execution of annual BC/DR testing.

2.2 Zellis Technology (Zellis Private Cloud)

Service definitions for Zellis Private Cloud customers (hosted in our Data Centre) are now incorporated within section 2.1 above with differences noted.

2.3 Other Services

2.3.1 Printing & Payments

Ref: OS1	Optional	Payslip and document printing and distribution
Zellis responsibility:		<p>Produce detailed instructions for processing to include instructions for the Customer on the use of the service and instructions for the third-party print service for print and distribution.</p> <p>Establish stationery requirements (which forms are included, types of stationery and any required customisation to those forms).</p> <p>Facilitation of testing of service.</p> <p>Establish timetable with Customer, including submission deadlines.</p>
Your responsibility:		<p>Define what is to be printed – i.e. the forms to be included – e.g., payslips, P45s, P11Ds, P60s.</p> <p>Provide distribution details including delivery method – e.g. mail service, deliver to home or office etc.</p> <p>Setup users and provide details to Zellis.</p> <p>When live, submit files to established timetable.</p>
Assumptions:		Software is configured at implementation to produce files in the correct format for each chosen form.

Ref: OS2	Optional	BACS transmission (UK Only)
Zellis responsibility:		<p>Provide software to process BACS.</p> <p>Setup the Customer bank details in the BACS software – check for any ROI banks.</p> <p>Provide Zellis bureau number to Customer.</p> <p>Set up BACS portal for non-automated transmissions.</p> <p>Provide Customer with BACS timetable.</p>
Your responsibility:		<p>Setup Zellis as an indirect submitter with Customer bank.</p> <p>Ensure bank has linked Service User Numbers (SUNs) to Zellis bureau number.</p> <p>Test the process end to end.</p> <p>Provide Zellis with email addresses for BACS users (for receipt of reports).</p> <p>Submit files to BACS timetable.</p> <p>Notify Zellis if extension is required.</p> <p>Check their BACS reports</p>
Assumptions:		<p>File is submitted in BACS Standard 18 format.</p> <p>UK payments only.</p>
Exclusions:		Non-UK BACS Payments

Ref: OS3	Optional	SEPA Payments (ROI only)
Zellis responsibility:		<p>Setup Customer Bank Details (BIC IBAN) in Zellis Technology and undertake a test with the Bank.</p> <p>Assist/advise with new Customer bank setup.</p> <p>Double check XML vs sign off before transmission.</p> <p>Double check confirmations after transmissions.</p> <p>Submit all transmissions as per agreed schedule.</p> <p>Troubleshoot any errors and advise Customer how to resolve.</p> <p>Reschedule transmission not received by 4pm to next working day.</p>
Your responsibility:		<p>Work with your bank to set Zellis up as a third party transmitter.</p> <p>Provide transmission schedule for the year.</p> <p>Abide by Zellis cut-off timelines (bank dependant).</p> <p>Ensure the sign off document amount, date, number of transactions and run number tallies with the XML File before request to send.</p> <p>Double check returned confirmations.</p> <p>Changes to schedule (Supp or Early Runs) require a COS form before submitting transmission.</p>
Assumptions:		Files are submitted in correct bank specific SEPA format.
Exclusions:		Existing arrangements are in place with the major Irish banks. Others may be supported by you transmitting the XML file directly. This will require testing various XML banking formats with your bank and our support.

Ref: OS4	Optional	Faster Payments (UK Only)
Zellis responsibility:		Undertake payments using the Faster Payments mechanism as further set out in Section 2.3.2
Your responsibility:		Undertake payments using the Faster Payments mechanism as further set out below.
Assumptions		Set up and usage charges for the Faster Payments service are covered within the Customer Agreement

2.3.2 Faster payment with Zellis Technology

A description of the Faster Payment service when subscribed to in combination with Zellis Technology is set out below.

Note: Zellis does not perform any regulated payments activities. Insofar as regulated payment activities are required to be performed either as part of the Service and/or in conjunction with the Services any such tasks shall be performed by regulated third parties based on the contractual arrangements in place (the “**Regulated Third Parties**”).

You will be providing us with any information and/or documentation reasonably required by the Regulated Third Parties in order for them to be satisfied that you have passed the initial or continued due diligence requirements (including as required by law or internal policies of the Regulated Third Parties) at the time of onboarding and throughout the duration of this Agreement (“CDD”). Zellis may terminate the Faster Payment Service or (at its sole discretion) the entire Agreement immediately on

notice to the Customer, if Zellis’ Regulated Third Parties carrying out the Faster Payment tasks terminates the corresponding Faster Payment Service provision (including, without being limited to, where the Regulated Third Party has not been satisfied that you have met their CDD requirements).

Faster Payments	Zellis Responsibilities	Your Responsibilities
One-Off Setup		
Customer to complete the Faster Payment registration process and provide such information as reasonably required for the implementation of Faster Payment service and for any contracts to be concluded between the Regulated Third Parties and the Customer.		✓
You will execute and maintain any required contract with the Regulated Third Parties.		✓
Setting up a system for use of the Faster Payment service by the You.	✓	
Assist in the set-up of the limited facility bank and/or payment account with the Regulated Third Parties for customer to use for Faster Payments (the “Unique Account”)	✓	
Send bank account information of where funds will be coming from to the Regulated Third Parties		✓
Bulk upload of relevant employee information for CDD checks	✓	
Current Account Switching service (i.e. AWACS exceptions) does not operate on Faster Payments, You must ensure that employees provide correct bank details before payment run		✓
Business as usual		
Transfer full payment funds into Unique Account, such that they are available for onward payment into the designated payee accounts including e.g. employees and HMRC: <£250,000 (or such other amounts as Zellis may advise from time to time) via Faster Payments >£250,000 (or such other amounts as Zellis may advise from time to time) via CHAPS Please note that an individual payment value of greater than £250,000 cannot be paid over using Faster Payments		✓
Reconcile Payment file to Payroll Summary Analysis/3rd Party Payment Reports.		✓
Execute Payment File Transmission task in Zellis Technology	✓	
Upload and/or Deliver payment file via SFTP for authorisation		✓
Provide any information reasonably requested by the Regulated Third Parties for the purposes of performing transaction monitoring controls. Note: The successful completion of the Faster Payment Service is subject to the Regulated Third Parties transactional checks being completed satisfactorily.		✓
Authorise payment file for release and initiate payment		✓
Any rejected payments to be resolved and corrected within Payroll (dependent upon reason)	✓	✓
Instruct the return of any unresolved rejected payments/overpayments		✓
Liaise with the Regulated Third Parties so as to assist the Customer with the return of any unresolved rejected payments/overpayments	✓	
Note: There is no facility for recalls on Faster Payments. Also note that Zellis does not initiate payments from any account of the Customer.		

Note:

When instructing payments, the Customer must quote their Unique Account details including sort code and account number as a payment reference.

The following describes the Faster Payment Services process:

- Payment file containing Customer payroll data transferred from Zellis Technology to our Regulated Parties SFTP and/or Portal.
- Regulated Third Parties perform SFTP sweep
- A two stage validation process is performed allowing Customer to ensure the correct details have been uploaded
- File to enable funds transfer and payment initiation loaded by the Regulated Third Parties onto its system – automatically assigned to Customer based on unique identifier
- Customer notified of any invalid sort code/account number combinations and asked to amend
- Customer notified that funds are required to be credited to the funding account held with the Regulated Third Parties
- Funds paid to the funding account directly by the Customer
- File processing commences
- File completes

The Faster Payment Service allows the Customer to schedule payments on days designated by the Customer in advance as pay days (“Pay Day”). By way of an example, we have detailed below a standard customer process:

Activity	Day	Time
Submit Payroll payment file to Regulated Third Parties’ system	Pay Day - 1	By 2pm
Complete two stage validation checks	Pay Day - 1	By 2 pm
The relevant funds paid into the Unique Account	Pay Day - 1	By 3:30 pm
Regulated Subcontractor commences processing of the payment file	Pay Day	00:00:01 am
Regulated Third Parties commence processing of the payment	Pay Day	By 2 am

2.3.3 Out of Hours Support for Faster Payment –

Zellis are able to provide an out of hours support service (**OOHS**) for Faster Payment issues where a late submission is expected between the hours of 18:00 and 00:30.

To enable this OOHS service it is the Customers responsibility to provide notice by 15:00 on the day of submission via email with subject 'Late FP Submission - OOHS Required' to such Zellis email address as will be advised by Zellis from time to time. As soon as reasonably practicable after receipt of the Customer’s email, Zellis will provide the Customer with an out of hours phone number.

The OOHS service will only be provided for an issue that prevents sending a Faster Payment. However, the Customer understands and acknowledges that software bugs, changes and/or enhancements are not covered by this OOHS service.

This service is provided by phone, using the number provided by Zellis on receipt of the OOHS service request. The Customer shall call Zellis on the phone number provided and confirm the details of the Priority 1 incident.

The Customer acknowledges that the Zellis telephone agents are providing the out of hours on an “on call basis” and therefore the telephone agent may have to call the Customer back to allow them to be in an appropriate setting and have access to a computer to assist with the call. The Zellis telephone agent will endeavour to call the Customer back within 30 minutes of the initial call ending. The Zellis telephone agent will log a Case in the Zellis Support Portal and update it as actions are taken.

The Customer acknowledges that the requirements set out for the cooperation of the Customer as detailed in the Support Services Guide (that is made separately available to the Customer) are also applicable to OOHS service. The Customer acknowledges that it may not be possible for Zellis to provide a resolution within the out of hours service. For example, where a resolution requires involvement of other teams, requirement to instruct a developer or if a workaround is not available. Where this is the case the Zellis telephone agent will send instructions to the relevant Zellis teams for action on the next Working Day.

2.3.4 Not used

2.4 Marketplace

We may make non-Zellis Products available to you through your use of the Services (such as through a store or gallery, or as search results) or via our online store Zellis marketplace. If you install or use any Non-Zellis Product with the Services, you may not do so in any way that would subject our (and/or our Sub-processors’) intellectual property or technology to obligations beyond those expressly included in this Agreement.

2.5 Work Report

2.5.1 Verification partner

Work Report enables Payroll Members to request, via a Verification Partner, that Zellis provides the Payroll Member’s Personal Data, via the Verification Partner, to certain third parties chosen by the Payroll Member. Work Report enables UK Payroll Members to verify employment and income information for processes that may include (without limitation) mortgage applications and tenancy checks.

2.5.2 Verification request

You instruct Zellis to provide relevant Payroll Member Personal Data to the Verification Partner on receipt of each Payroll Member Verification Request. Zellis will not provide Payroll Member Personal Data to the Verification Partner in the absence of a Payroll Member Verification Request. Zellis will not be required to notify you of the receipt of any Payroll Member Verification Request. This section details your general instruction to Zellis to perform the Work Report Services without further notification of individual Payroll Member Verification Requests.

2.5.3 Default feature

Unless otherwise agreed, Work Report will be provided to you as a default feature of your Service and free of charge. Zellis may provide Work Report from signature of the Agreement, even if the agreement has a future start date.

2.5.4 Availability

Zellis makes no guarantees as to the availability of Work Report and Zellis may terminate the provision of Work Report at any time without notice.

3 Training

We have a wide choice of training courses available. Your Customer Agreement specifies the mandatory Training Courses and others which are included within your Charges. The details of other available training we can deliver at an additional Charge to support the use of the Services is available through the Customer Help Centre, where you will also find details of how the courses will be delivered and the relevant booking form. The terms of this Agreement shall apply to all training delivered by Zellis.

You must maintain a minimum of two Trained and Competent Users for each type of software and services that you use. Users that are not Trained and Competent pose a risk to your system, data and business.

Our Customer Support Service will only be provided to Trained and Competent Users. Normally these will be your own appointed system administrators or application system managers.

We recommend that users wishing to become Trained and Competent Users are trained directly by our trainers. Training may be booked directly using the Customer Help Centre or please contact your Customer Success Manager to discuss training requirements.

We reserve the right to request evidence of training, and/or recommend that appropriate consultancy or training services are taken or attended by any of your users in order to resolve operational requirements. We may exercise this right for cases including, but not limited to, repeated requests of a similar nature that transpire not to be caused by Defects.

If you have not taken reasonable steps to ensure that a Trained and Competent User has been trained to use the software, or we otherwise consider that the Trained and Competent User does not display sufficient competence in using the software, support for cases opened by that Trained and Competent User may be withdrawn with no liability to us until this is addressed to our reasonable satisfaction.

Where the support required is more complex or time consuming, and we judge it to be beyond the normal scope of a Trained and Competent User, consultancy can be arranged. Requests of this nature are passed to our consultancy team and are subject to the normal charges and terms and conditions.

4 Change Management

We recognise that changes to payroll and HR arrangements are required to address employment and legislative requirements.

Any general changes in law that are announced and which impact legislative functionality within Zellis Technology (e.g. a change to tax percentages) are included in our Service without additional charge. However, any changes arising from choices you make about how you operate within the legislative requirement or due to complex and substantial changes in law will be chargeable (a “**Chargeable Change**”). Unless otherwise agreed between the parties in writing before the

Chargeable Change is implemented, Chargeable Changes shall be chargeable at Zellis' then standard rates.

Whilst we make efforts to keep informed of industry and sector-specific changes (e.g. the public sector) it is ultimately your responsibility to bring these to our attention to enable the impact of the change on your Service to be assessed and an approach for delivery to be agreed. It is also your responsibility to notify us of any specific changes such as trade union agreements that we may not necessarily be aware of. Dependent on the solution determined, these changes may be chargeable.

4.1 Change to Services

Any request for a change to your Services should be triggered by you using the Change Request process or if relevant the Service Catalogue within the Zellis Customer Help Centre.

Your Change Request will be assessed for impact, resource requirements and approach to delivery. Either a Change Request Form or case record will be completed and returned to you with an impact assessment including a proposed charge for delivery if this is applicable.

If you agree with the completed Change Request and impact assessment you should agree to the terms by returning a signed CCN for the relevant Charges or if purchasing via case record provide authorisation for the relevant Charges so that work can commence. The terms of this Agreement will apply to the Change save as expressly agreed therein.

We will keep you informed of progress during the implementation period of the Change.

4.2 Software Releases

We usually provide at least two Zellis software product releases each year, of the following types but may do so more frequently.

Statutory Release

- These provide new release software to reflect changes in legislation. We aim to provide statutory releases in advance of legislative changes becoming effective, subject to information being available from the relevant authorities.

Innovation Release

- These provide enhancements to core system functionality system. We will keep you informed of all new releases.

Functionality that may enhance the core system but represents a sub-system (e.g. recruitment administration) may be released as an optional module, or a release required due to a substantive and/or complex change in law, may be chargeable.

The cost of any system enhancements or modifications that are specific to you will be provided and charged using the Change Management procedure outlined above.

4.3 Configurations

4.3.1 Responsibility

Unless otherwise set out in the Agreement, you are responsible for the configuration of the Services. Unless otherwise instructed, Zellis may configure the Services on your behalf in line with its standard methodology.

4.3.2 Advice

The provision of the Services shall not constitute tax, legal, or financial advice. You acknowledge that the configuration of the Services will affect requirements that fall outside of the scope of Zellis's provision of the Services. Accordingly, unless otherwise set out in the Agreement, you are responsible for the configuration of the Services so as to meet your requirements (e.g. such that your receipt of the Services complies with Laws applicable to you, your internal policies or other requirements).

4.3.3 Default configuration

Unless otherwise instructed by you, Zellis reserves the right to use default configurations in setting up the Services on your behalf. Zellis does not warrant that default configuration will meet any of your requirements. You will be responsible for the consequences of any default configuration used by Zellis.

4.3.4 Compliance

You will comply with all Laws applicable to you as the recipient of Services and the Laws applicable to the conduct of your business. You will inform Zellis in writing as to the manner in which Zellis shall perform the Services to comply with Laws that are applicable to you. You will be responsible for the consequences of any instructions you may give (or omit to give) to Zellis, provided that Zellis has followed such instructions.

4.4 Changes to Zellis Technology

The Cloud Provider may make commercially reasonable changes to the System from time to time and may modify or terminate the online element of the System in any country where it is subject to a government regulation, obligation or other requirement that (1) is not generally applicable to businesses operating there, (2) presents a hardship for the Cloud Provider to continue operating the online element of the Service without modification, and/or (3) causes the Cloud Provider to believe the terms of the Service may conflict with any such requirement or obligation or on 60 days' prior notice. If the Cloud Provider terminates the online element of the Service for regulatory reasons or convenience, we will use commercially reasonable endeavours to provide an alternative cloud provider and if not possible you will receive a credit for any amount paid in advance for the period after termination. If termination requested by the Cloud Provider is for cause due to Customer failing to comply with the terms of this Agreement, then the Customer shall be liable to pay all outstanding Charges for the Term as a debt.

We may migrate the Services to infrastructure that is hosted by an Approved Subprocessor. You agree to provide such reasonable cooperation and assistance as is necessary for the migration to be completed.

4.5 End of Life

When a third-party supplier or Zellis makes the Services (or any part of them) ‘end of life’, ‘end of support’, or similar, Zellis shall be entitled to replace or terminate such Services (or part of them, or any services dependent on such Services). Zellis shall provide the Customer with reasonable prior notice of any such replacement or termination to the extent reasonably practicable. Any such replacement services will provide materially equivalent or improved functionality. If Zellis, acting reasonably, determines such replacement services require additional charges, the parties shall agree a change control note for such replacement services.

5 Audit

5.1 Introduction

We operate within a corporate control framework, encompassing operational, IT, legal and regulatory and security controls that govern our standard business operations. Our dedicated Compliance and Audit management team monitors compliance with our standard control framework and manages our external audits.

Zellis has ISO27001 international standard for information security management systems certification (“**ISO27001**”) at the date of this SDG. Zellis will maintain standards that meet ISO27001 requirements or those of an equivalent certification throughout the term of the Agreement (the “**Information Security Standard**”). On your request, we will make available to you information on the Information Security Standard that we consider evidences our compliance with the same. If you wish to audit us, such audit will be subject to the terms of this section 5.

5.2 Audit by Customer

You may on prior reasonable notice (being not less than (20 Working Days) and at agreed times and intervals (but no more frequently than once in each 12-month period), request to undertake an audit to confirm that the Services comply with the terms of this Agreement (subject to section 5.4).

We will look to agree with you the audit method to be employed, based on our methodology and ask that you complete our template for audit assistance. You will, and you will procure that any third-party auditor will, use all reasonable endeavours to organise any audit to minimise any impact on our normal business, including organising audits outside of any payroll calculation week and subject to our required personnel’s availability. Audits will be scheduled in accordance with our audit calendar such that no more than two customer audits will be run concurrently at any one time.

Any third party you use to conduct the foregoing audit should not be a competitor of ours and will be required to execute a confidentiality agreement in advance with confidentiality obligations no less restrictive that those set out in the Agreement.

We will provide you and your designated representatives with such co-operation and access to premises, information and Zellis personnel as is reasonably necessary for the audit. In support of your audit rights, we will keep and maintain (i) financial records relating to the Agreement in accordance with international financial reporting standards; (ii) records substantiating our invoices; and (iii) such other records as may be reasonably required for an audit by you or a Governmental Authority as permitted within the terms of the Agreement. We will retain the foregoing for the longer of (i) the Term of the Agreement and (ii) as is required by law.

Within a reasonable time (and in any event within ten Business Days) after production of the audit report, we will require you to provide us with a copy of the audit report. As soon as reasonably possible after you deliver the audit report to us, we will cooperate in good faith to identify and agree upon any appropriate corrective actions and issue any required Change Request Forms.

5.3 Audit by Governmental Authority

If any “Governmental Authority” (being any government department, regulatory authority, judicial or administrative body whether, domestic, international or foreign) conducts an audit of you, that includes the Services, we and our Affiliates will, at your request, provide all cooperation and information reasonably required for the purpose of such an audit, (subject to section 5.4) provided that the auditor executes a confidentiality agreement in advance with confidentiality obligations no less restrictive than those set forth in the Agreement.

We will cooperate with any Governmental Authority conducting an audit and provide reasonable access to the premises, equipment, facilities, information and our personnel as is necessary for the audit (provided that such access does not have a material impact on our normal business activities).

5.4 General

Audits carried out will not entitle you or a Governmental Authority (including your auditors) to access our internal communications or financial records or to have access to any element which might put at risk the disclosure of Confidential Information of our other customers.

You to agree that data may be included in our internal monitoring and testing and may be shared with our external auditors across multiple jurisdictions.

We will provide reasonable assistance in support of your audits (including where reasonable, planning and preparation of audits, audit management and reporting meetings, completion of your surveys and questionnaires and face to face meetings). Zellis will not be required to upload information to any Customer nominated portal as part of an audit or conduct any control tests in a live environment.

Together with you we will document the scope and timing of the audit as well as the cooperation required of us and the associated costs in a prior written change control note. Audit support provided by Zellis will be charged on a time and materials basis in accordance with Zellis’ audit support rate card (as updated from time to time and available on request).

5.5 Cloud Provider Audits

Our Cloud Provider will conduct audits of the security of the computers, computing environment and physical data centres that it uses in processing your data, in accordance with the standards or rules of the regulatory or certification body of and in compliance with the frequency required by the relevant standard or framework.

Each audit will be performed by qualified, independent, third-party security auditors at the Cloud Provider’s selection and expense and will result in an audit report, which will be available from the Cloud Provider’s Audit Site.

The audit report will be the Cloud Provider’s Confidential Information and will clearly disclose any material findings by the auditor. The Cloud Provider agrees with us that it will promptly remediate

issues raised in the audit report to the satisfaction of the auditor. You agree to exercise your audit right by instructing us to contract with our Cloud Provider to execute the audit as described in this section of the SDG.

6 Documents

In addition to this Service Description Guide and the documents referenced within it, the following separate documents form part of the Agreement:

- <http://solutions.zellis.com/fairusepolicy>
- <http://solutions.zellis.com/subprocessorlist>
- <http://solutions.zellis.com/securityschedule>

7 Complaints Procedures

7.1 Purpose

We are committed to providing good quality Services to you in an open and accountable way that builds the trust and respect of all stakeholders. One of the ways in which we can continue to improve our service is by listening and responding to your views and by responding positively to complaints and putting mistakes right.

We aim to ensure that:

- making a complaint is as easy as possible.
- we treat a complaint as a clear expression of dissatisfaction with our Service which calls for an immediate response.
- we deal with it promptly, politely and, when appropriate, confidentially.
- we respond in the right way – for example, with an explanation, or an apology where we have got things wrong, or information on any action taken.
- we learn from complaints, use them to improve our service, and review annually our complaints policy and procedures.

We recognise that many concerns will be raised informally and dealt with quickly. Our aims are to:

- resolve informal concerns quickly.
- keep matters low-key.
- enable mediation between the complainant and the individual to whom the complaint has been referred. We believe that an informal approach is appropriate when it can be achieved. However, if concerns cannot be satisfactorily resolved informally, then the formal complaints process should be followed.

7.2 Formal Complaint Process

A complaint is the receipt by us of a written or verbal communication from you, which clearly states that the Service that we have delivered does not meet the requirements of this Agreement because of our inadequacy or fault, which has not been resolved following an informal approach. We

recognise that some, but not all complainants, may be specific in their communications about escalation or use the word complaint.

7.3 Process

Who to Contact

Customers are welcome to contact their Customer Success Manager, or any other manager directly involved in the service if that is more appropriate in the context, to raise any concerns or complaints in relation to the service received.

Responsibility

The overall responsibility for dealing with a complaint made by you is with the Senior Leadership Team member responsible for delivering the Service to you.

8 Exit Planning

On expiry or termination of this Agreement you will select and agree with us the assistance require from us to achieve a transfer of the data to another provider.

We will discuss and agree an exit task list specifying each activity required and any associated cost.

8.1 Exit Options

8.1.1 Option 1 – Read Only Service

Instead of removing the database/application, we can convert your use to read-only access “Read Only Service” for an additional Charge. A SaaS read-only service allows you to continue viewing your data in Zellis Technology Core Product/Service.

8.1.1.1 Limitations

Read-only SaaS Services will be as described in Section 2 above with the following exceptions:

- You will not be entitled to access, use, or receive support for any products/services other than our Core Product/Service and support requests are limited to assisting Authorised Users to have access.
- Product/services that you are not entitled to access, use or receive support for include, but are not limited to, self-service, reporting and business intelligence tools.
- We will not provide support for any activity intended to create new or amend existing data in our Core Product/Service, or any activity intended to export data to another system/format or media.
- We will not provide support for issues that are not caused by a software Defect, unplanned interruption to the Service, or material reduction in the quality of the Service.
- We will have no obligation to update or upgrade and will only upgrade your Core Product/Service at our sole discretion to ensure you can continue to view your data securely, remain compliant with relevant legislation and maintain compatibility with relevant agreed third-party software.

8.1.1.2 Additional terms

The agreed Change in relation to your Read Only Service may include additional terms which amend the above, if expressly stated.

The Read Only Service shall be available for a fixed period as specified in the Change or Customer Agreement or if none is specified for a fixed period of 12 months (Read Only Service Term). If we provide the Read Only Service, but you continue to use the full SaaS Services, then you will pay: (i) the charges that would have been applicable to the full SaaS Services immediately before you were provided with the Read Only Service; and (ii) the charges agreed for the Read Only Service, both charges shall be subject to increases in accordance with the terms of the Agreement.

We may require that the Read Only Services are subsequently migrated to infrastructure that is hosted by our Cloud Provider. You agree to such migration and to provide such reasonable cooperation and assistance as is necessary for the migrations to be completed. You accept that Additional Charges may apply. If additional Charges do apply, you may terminate the Read Only Service on six months' written notice.

8.1.2 Option 2 – Our Base Exit Commitment

Under Option 2, you may elect to run a series of data extractions of your own design on the live database prior to your exit.

For an additional Charge, we can generate a standard data extract of employee data and pay history from your database. Charges apply for the extract process and the transfer of the data to your nominated destination which you agree to pay by selecting this Service. Additional standard data extracts can be requested in advance of contract termination or expiry which are charged on a fixed price basis. This method uses standard reporting tools to provide you with a structured, readable set of data.

Note that following contractual exit, all data will be removed from our System in accordance with the terms of the Agreement.

8.1.3 Option 3 – Enhanced Exit Commitment

The following options are available to support your exit planning, specific plans to be scoped and agreed with you when appropriate.

Available Task	Included in Contract Price	Chargeable
Data extractions may be performed by you using a suitable reporting tool of your choice.	N/A	No
Standard Data extract Our core exit commitment (per Section 8.1.2).	No	All runs and transfer costs are chargeable.
Zellis Technology Data Data provided to specific format	No	Yes – for report creation and production (may require multi productions)
Processed documents (e.g. BACS sign off, PSA)	No	Yes – based on volume/period required
Zellis Technology Read Only Commitment	No	Yes – based on concurrent users and access duration
Knowledge Transfer	No	Yes – based on time required including expenses if incurred
Stored Hard Copy Data	Yes, if destroyed	Yes, if physical transfer is required

Available Task	Included in Contract Price	Chargeable
Copy Payslips, P60s. P11Ds	No	Yes – based on volume/period required
System Data Destruction	Yes – all Zellis Technology or Cognos held data and associated back-ups destroyed	No
Stored Soft Copy Data	Yes – all soft copy data held on Zellis servers or CRM tools will be deleted	Yes, if you require copies

Note: Procedural documentation (SOPs, DWIs etc.) are not transferrable as they are context specific and so are not provided under exit provisions.

CSV files, XLS format documents or similar extractions can also be produced by Zellis for you at your request to support your future needs. These are labour intensive and would be chargeable on a time basis.

8.1.4 Exit planning

During an initial planning meeting we expect to agree key contacts for both Zellis and you for each area to be delivered. We also expect to clearly define planning assumptions, milestones, roles and responsibilities in order to manage expectations from the outset.

Any additional Charges relating to Read Only Commitment or Exit services shall be set out in a Change to this Agreement.

9 Other Terms

9.1 SSL Certificates

Where you supply SSL certificates that are hosted by Zellis, you will renew and provide the renewed certificates to Zellis no later than 14 days prior to expiry. If the renewed certificates are not received in such timescale, Zellis may disable public access to the associated Services (including, but not limited to, read- only services). If the Services are disabled pursuant to this paragraph, Zellis will reactivate the Services within seven days of receipt of the renewed certificates.

9.2 Integrations / Connectors

Where selected in the Customer Agreement, Zellis shall provide services that enable you to connect the Services via an API (“**Connector Services**”) to certain third-party services (“**Connected Third Party Service**”). These may be referred to as Integrations or as Connectors in your Customer Agreement.

The following terms apply to Connector Services:

- (a) Zellis is not responsible for any Connected Third Party Service.
- (b) You instruct Zellis to send Customer Data to the provider of the Connected Third Party Service, and allows Zellis to receive Customer Data from the provider of the Connected

Service, via the Connector Services. You are responsible for ensuring you have agreed adequate data protection terms with such provider.

- (c) You are responsible for configuring the Connector Services and how you use the Connector Services. Zellis shall not be liable in relation to configuring the Connector Services when it supports you in configuring the Connector Services.
- (d) Before you report any incidents in relation to Connector Services, you shall conduct appropriate investigations to establish the cause of the incident before reporting the same, including (but not limited to) all initial troubleshooting activities in relation to the Connected Third Party Service. Where Zellis reasonably believes that an incident in relation to Connector Services is caused by a party outside of its control: (i) Zellis may require you to lead in the investigation of the issue; and (ii) any time spent by you in investigating the issue shall not count towards response or resolution service levels. Zellis may require that you provide Zellis with access to a test environment for the Connected Third Party Service (in some cases including API access) for the purposes of maintenance, modification, repair and testing. Zellis is not responsible for any issues with the Connector Services to the extent such access is not provided.

You shall obtain and shall maintain all necessary third-party licences, consents, and permissions necessary for us to perform the integration of the Services with third parties in accordance with obligations under the Agreement. You shall not connect the Services to any third party service that has not been approved by us in writing.

9.3 Zellis Intelligence Platform

The Zellis Intelligence Platform (“**ZIP**”) is designed to offer customers access to their data in their own apps and digital processes. You must prevent any unauthorised use of the ZIP and promptly notify us if you become aware of any unauthorised use. You must protect all security credentials from unauthorised use and keep them strictly confidential, ensuring that only authorised personnel and/or systems have access to security credentials and/or the ability to change them. You are solely responsible for any use or misuse of such security credentials. It is critical for you to maintain the security of the credentials to ZIP as the credentials allow full read and write access to all data and settings. You will be responsible for the renewal and/or rotation of security credentials. If you know or suspect that anyone other than authorised personnel know your security credentials or if you become aware of, or suspect, any breach of security to the ZIP you must immediately notify us.

9.4 Artificial Intelligence

- (a) While we strive to ensure the accuracy and relevance of AI Generated Content, you acknowledge that:
 - a. AI Generated Content may be incorrect, incomplete, misleading, or outdated;
 - b. AI Generated Content should not be relied upon as professional advice or factual information; and
 - c. you and your Employees are responsible for verifying any AI Generated Content before using it, acting upon it, publishing it or otherwise sharing it.
- (b) While Zellis has used its reasonable endeavours to implement industry best practice debiasing algorithms and fairness-aware machine learning tools, you acknowledge that AI Services may exacerbate any underlying bias in the Customer Data or Personal Data that are

used to generate AI Generated Content and that you must not use AI Services to make decisions in respect of your staff without appropriately qualified and well-informed human oversight and assessment.

- (c) We give no warranties as to the originality or non-infringement of AI Generated Content. AI Generated Content shall not be in scope of or subject to any third-party intellectual property rights indemnity or warranty given by us in the Agreement.
- (d) We hereby exclude liability for any loss or damage (direct or indirect), howsoever occurring, arising from: (i) the use by you or your Employees of the AI Services; and (ii) by use of or reliance on AI Generated Content. You assume sole responsibility for results obtained from the use of the AI Services.
- (e) Notwithstanding anything to the contrary, we may update or modify the AI Services at any time, including by changing or updating the LLM or other AI tools used to deliver them.
- (f) You shall use the AI Services in accordance with any instructions and fair use policy that we make available to you in connection with the AI Services from time to time.
- (g) You shall not use any automated software, script, bot, robot, crawler, scraper, artificial intelligence tool or agent, or similar (together a “**Restricted Tool**”) to access, interact with, or process data from the Services, except where: (i) such Restricted Tool is expressly approved in writing by us; and (ii) you use it strictly in accordance with any usage parameters, documentation, and security requirements notified by us from time to time. You are responsible for any use of the Services by, or via, any such approved Restricted Tools as if it were your own use, and you must ensure that such use complies with the Agreement and all applicable Laws.

9.5 Third-Party Services

Our obligations in respect of any Third-Party Service are limited to: (i) making the Third-Party Service available to you (where applicable); and (ii) passing through to you, to the extent we are permitted to do so, the benefit of any warranties, service levels, or other commitments that the relevant third-party supplier provides to us in respect of that Third-Party Service. To the extent that the terms, service levels, support arrangements, remedies or other obligations of the relevant third-party supplier in respect of a Third-Party Service are not equivalent to, or are more limited than, the corresponding terms of this Agreement, our obligations to you in relation to that Third-Party Service shall be limited accordingly.

9.6 Cloud Provider

Where a Cloud Provider is Amazon Web Services, you agree to comply with the acceptable use policy available at www.aws.amazon.com/aup as may be updated from time to time and to ensure that all users comply with its full terms.

10 Verification Partner

Experian Limited whose registered office is The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ with company number 653331, and its affiliates.

11 Trial Features

11.1 Applicable Terms

11.1.1 Trial features

From time to time, we may make features available to you that have not been released as functionality of the Services and are provided for the purposes of testing such functionality (“**Trial Features**”). By using Trial Features, you agree to the terms in this section 11.

11.1.2 Purpose

You will only use Trial Features for the purpose of testing the functionality of such Trial Features. Except to the extent permitted by law, you may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, or decompile the Trial Features.

11.1.3 Warranty

The Trial Features are provided ‘as is’, ‘as available’ and, to the extent permitted by applicable law, without warranty. You use Trial Features at your own risk. The Trial Features may contain bugs, errors, and other problems. In addition, we are not obligated to provide any maintenance, technical, or other support for the Trial Features.

11.1.4 Withdrawal

We may change or withdraw Trial Features without notice.

11.1.5 Discontinuation

You may discontinue your use of Trial Features at any time.

11.1.6 Liability

Notwithstanding anything to the contrary in the Agreement, our total aggregate liability, whether in tort (including negligence), contract, indemnity, or otherwise, in relation to Trial Features, shall be limited to £50. Nothing in this clause excludes liability that cannot be excluded under applicable law.

11.1.7 Feedback

As part of using Trial Features, you may be asked to provide feedback regarding your use of the Trial Features. You acknowledge that Zellis owns any feedback provided, and you hereby grant to us, a perpetual, non-revocable, royalty-free worldwide licence to use and/or incorporate such feedback into any of our products or services. If we chose to publish such feedback, we will either do so in a way that does not identify you or seek your consent in the event we do wish to identify you. We may also monitor how you use the Trial Features and use that information to improve the Trial Features or our other products and services.

The Trial Features constitute Confidential Information as defined in the Agreement.

12 Zellis Payroll Cyber & Contingency Service

12.1 Introduction

This section describes the Payroll Cyber & Contingency Service, available as a specific additional service to assist you in continuing to run your payroll in the situations set out below.

12.2 Definitions

Term	Definition
“ Business Continuity Event ”	means: (a) in respect of Customers taking the ‘Cyber Security Incidents Only – Level 1’ service: an unforeseen cybersecurity incident in relation to the Customer’s IT. (b) in respect of Customers taking the ‘Cyber Security Incidents and Contingency – Level 2’ service: an unforeseen: (i) cybersecurity incident in relation to the Customer’s IT; (ii) failure of the Customer’s IT; (iii) interruption to the availability of a key Customer physical site; or (iv) period of unavailability of 50% or more key Employees that are responsible for processing payroll.
“ Payroll Cyber & Contingency Service ”	means the Service described in this section.
“ Zellis Payroll Technology ”	means the payroll technology services provided by Zellis under the Agreement.

12.3 Set-Up

The parties will meet to set up the Payroll Cyber & Contingency Service and the agenda shall include:

- knowledge transfer;
- system access arrangements;
- agreed activities and ways of working; and
- additional agreed tasks.

12.4 Invocation

Following set up in accordance with section 12.3, the Customer may invoke the Payroll Cyber & Contingency Service if a Business Continuity Event occurs that results in the Customer being unable to use the Zellis Payroll Technology to process payroll so that there is a risk of: (i) non-payment of a significant number of Employees or third parties; or (ii) non-compliance by the Customer with applicable Law.

To invoke the Payroll Cyber & Contingency Service, the Customer will contact Zellis in the manner specified by Zellis from time to time.

12.5 Service

The Payroll Cyber & Contingency Service may include the following activities that Zellis will use reasonable endeavours to perform:

Processing Phase	Tasks to be performed by Zellis	Exclusions/Conditions
Data Loading	Temporary pay element uploads	Any information not in an uploadable format is excluded.
	Fixed pay element uploads	Any information not in an uploadable format is excluded.
	HR interface uploads	Any information not in an uploadable format is excluded.
	FBI inbound	
Payroll Processing	Back pay processing	Back pay parameters must be set and tested by the Customer.
	Bulk absence processing	Absence parameters must be set and tested by the Customer.
	Pay calculation	
	Exceptions and variance checking	Parties must agree requirements during the set up described in section 12.3 above.
Output	Pay run summary analysis	
	Online payslips	
	Online P45s	
	Printed payslip & P45s	Zellis standard Charges (as updated from time to time) shall apply if such Services are required.
	Reconciliation	
	Costing	
	GL interface	
	FPS data extract	
Payment	Processing of BACs	Must be set up with Zellis BACs and Printing function. Zellis standard Charges (as updated from time to time) shall apply if such Services are required.
Payroll Closure	Terminate	
	EPS	
	Open new period	
Year End	Year-end clear-down	
	P60 production	
	P9 Load	
	Tax code uplift	

12.5.1 Dependencies and assumptions

Whether activities can be performed by Zellis will depend on the time available to meet payroll requirements and the Zellis resource that is available at the time the Payroll Cyber & Contingency Service is invoked.

The following assumptions apply to the Payroll Cyber & Contingency Service:

- any data provided to Zellis in relation to the Payroll Cyber & Contingency Service is pre-authorized and accurate and such data will require no intervention from Zellis or further authorisation;
- manual calculations are not required;
- only Zellis Payroll Technology standard reports will be included in the Payroll Cyber & Contingency Service;
- the Payroll Cyber & Contingency Service will be provided remotely unless agreed otherwise between the parties; and
- the Customer will perform its obligations set out in the Agreement in respect of the Payroll Cyber & Contingency Service.

Zellis may charge reasonable additional Charges at its then-standard rates if any assumption in this section is incorrect or any Customer dependency is not met.

The Customer will:

- provide Zellis with access to Customer systems, infrastructure and equipment reasonably required to provide the Payroll Cyber & Contingency Service (including laptops and network access);
- set up and maintain a BACs/SEPA service for processing payments and provide the required access to Zellis;
- notify Zellis of any changes to its payroll processing that may have an impact on the Payroll Cyber & Contingency Service; and
- use all reasonable endeavours to resolve the Business Continuity Event and resume processing of its payroll by the Zellis Payroll Technology.

The Customer will not: (i) do anything that causes the Zellis network to be impaired; or (ii) introduce into the Services any material that contains software viruses or any other unauthorised code.

Zellis may provide the Payroll Cyber & Contingency Service from its offshore location (as further described in the Approved Subprocessors list in the terms and conditions of the Agreement).

12.5.2 Service Limits

The number of days set out in the ‘Quantity/Usage Limits’ section of the Customer Agreement are the total number of days that may be used each Contract Year. Days do not roll over to future Contract Years and any unused days will be lost. The Service may be invoked on more than one occasion in any Contract Year, subject to the total number of days not being exceeded. In this paragraph, “**Contract Year**” means the twelve-month period starting on the Term Start Date and thereafter each twelve-month period starting on the anniversary of the Term Start Date.

A Payroll Cyber & Contingency Service day covers up to seven hours during a Working Day. Any additional hours worked at the Customer’s request shall be charged at Zellis’ standard overtime rate.

Payroll Cyber & Contingency Service days utilised shall be tracked by Zellis.

Part days shall be consumed on a pro rata basis subject to a minimum utilisation of a half day.

Zellis may charge the Customer at its then-current day rate if any additional days are provided by Zellis.

13 Data analytics and automation

13.1 Introduction

This section describes additional services available to customers to assist in maximising the value and insights available from data held within your systems through analytics and automation comprising:

- BI as a Service
- Automation
- Premium reporting packs

13.2 BI as a Service

BI as a Service is an optional additional service which may be incorporated within your overall Customer Agreement incorporating BIaaS, Reporting and Power Automate.

Ref: DA1	Standard	BIaaS
Zellis responsibility:		<p>Provide a named lead consultant as the primary ongoing consultant, with access to suitably trained supporting consultants across reporting, automation and dashboards to fulfil the contracted level of support activity.</p> <p>To deliver work items as prioritised by the customer and maintain a backlog of requirements, including testing and documentation of deliverables.</p>
Your responsibility:		<p>To agree the monthly schedule and provide two weeks' notice for any required changes to scheduled bookings.</p> <p>To raise and prioritise requirements to utilise the allocation of days. Acceptance testing of developments for quality, accuracy and output prior to deployment to live.</p> <p>To raise requirements, issues, queries, etc as cases through the ServiceNow portal.</p>

Ref: DA1	Standard	BIaaS
Assumptions		<p>Regular days to be scheduled monthly aligned to the package, through which all services are delivered including troubleshooting, fixes, improvements, and development.</p> <p>You are responsible for managing requirements to maximise value from the available days.</p> <p>Additional days may be purchased where your requirements exceed the available capacity.</p>
Exclusions		<p>BIaaS days are not transferrable to other services e.g. bespoke development</p>

Ref: DA2	Standard	Reporting, Dashboards and Business Alerts Manager
Zellis responsibility:		<p>Troubleshoot and resolve issues with existing reports.</p> <p>Develop new reports to meet provided requirements following good practice for security, performance and user experience.</p> <p>Complete testing to validate prior to hand over.</p> <p>Produce a specification documenting what has been built and how it functions.</p> <p>Three months support cover to defects and bugs from the date of delivery of the initial version for user acceptance testing</p>
Your responsibility:		<p>Provide clear reporting requirements to enable efficient development.</p> <p>Provide timely feedback when requested to avoid lost development time.</p> <p>Complete user acceptance testing prior to deploying to live to validate quality, accuracy and output.</p>
Assumptions		<p>Reports will be deployed to live following customer sign-off.</p> <p>Custom reports will be developed using Jaspersoft Studio.</p> <p>Large requirements may be delivered across a number of scheduled days.</p>
Exclusions		<p>Development on tools and software not supported by Zellis.</p> <p>Development of solutions which don't meet security standards and controls.</p>

Ref: DA3 Standard	BIIaaS – RRS Conversion
Zellis responsibility:	<p>Use reasonable endeavours to convert the reports identified, based on the information and materials provided by the Customer.</p> <p>Notify the Customer if any report cannot be converted and, if requested, discuss potential alternative approaches (which may be subject to additional charges).</p>
Your responsibility:	<p>Identify to Zellis the specific reports required for conversion to RRS and promptly provide all necessary information and materials.</p> <p>Ensure, to the best of your knowledge, that reports submitted do not contain errors or inaccuracies and exclude any known to contain such issues.</p> <p>Carry out and complete user acceptance testing of converted reports in accordance with Zellis’ reasonable instructions.</p>
Assumptions	<p>Existing reports will be converted as-is.</p> <p>Due to differences in software architecture, data structures, or other technical factors, it may not always be possible to convert all existing reports in whole or in part. No warranty or guarantee that all reports can or will be converted.</p>
Exclusions	<p>RRS conversion does not include modifications or fixes to errors, reports requiring non-standard RRS functionality, scheduling/distribution setup, or reports based on bespoke tables not migrated like-for-like into Azure.</p> <p>Additional work for these items may be agreed at additional cost.</p> <p>No guarantee that all reports can be converted due to differences in architecture, data structures, or technical factors.</p>

13.3 Automation

Ref: DA3 Standard	Microsoft Power Automate
Zellis responsibility:	<p>Provide guidance on the required information for Power Automate setup.</p> <p>Provide access to the Zellis proprietary flow library.</p> <p>Provide development support to create Power Automate solutions (flow, connections, policies, etc), using your test environment.</p> <p>Provide troubleshooting support for in-life flow issues.</p>
Your responsibility:	<p>Setup and manage Power Automate and the Zellis Connector within your Microsoft tenant, and ensure all required licencing is in place.</p> <p>To provide Zellis consultants with the required access for development, and remove access once the work has been completed.</p> <p>To provide clear requirements for custom developments.</p> <p>To import and configure the template solutions for deployment to test and live.</p> <p>To fully test flows prior to deployment for quality, accuracy and outcomes.</p> <p>Management of flows in life.</p> <p>Not to share or redistribute any flows with a third party without agreement from Zellis.</p>
Assumptions	<p>Where access to your systems is required by a Zellis Consultant, the account must have MFA in place.</p> <p>Customer Test (development) and Live (Deployment) environments are on the same release.</p> <p>Customer has the necessary level of Power Automate skills to deploy and manage Power Automate flows in-life, and configure environments.</p> <p>Standard consultancy booking lead times apply to support requests.</p>
Exclusions	<p>Development of flows where the data does not exist in Zellis Intelligence Platform, or that are not Zellis Technology based.</p> <p>Deployment or management of flows in customer Live environment.</p>

13.4 Premium Reporting Packs

Ref: DA4 Optional	Premium Reporting Pack
Zellis responsibility:	Install and test the Premium Reporting packs Provide specification documents to explain each of the elements Provide a demonstration of the packs Maintain the Premium Reporting packs and update as required by system changes
Your responsibility:	Complete user acceptance testing at point of install To raise issues via Servicenow case functionality
Assumptions	
Exclusions	Management of permissions and user access in Zellis Technology, and system config in MyView to enable reporting widgets.

14 Earned Wage Access

14.1 EWA Services

14.1.1 This EWA Section applies where your Customer Agreement or other agreement with us includes the EWA Services.

14.1.2 You hereby appoint us to provide the EWA Services. We shall only be obliged to provide the EWA Services to you in respect of the In-Scope Personnel from time to time. You may at any time request to remove In-Scope Personnel (individually or collectively), including Registered Users, from the scope of the EWA Services.

14.1.3 We shall make: (i) the EWA Technology available to you; and (ii) the EWA App available to the In-Scope Personnel to access the Employee Benefit.

14.2 On-boarding

14.2.1 You will be invited to join the on-boarding process, during which, you will provide us with the Set-Up Data and we will provide you with materials to help promote the Employee Benefit among your Employees.

14.2.2 As part of the on-boarding process, you shall provide us with all information and cooperation reasonably required to configure and activate the EWA Services, to the extent such information has not already been provided via any integration with our other payroll or HR services.

14.3 Notifications and communications

14.3.1 You instruct us to send Email Invitations to each member of the In-Scope Personnel using the email addresses provided in the Basic Information.

14.3.2 We may, on your behalf and subject to applicable DP Laws, send communications to In-Scope Personnel and Registered Users, including but not limited to Email Invitations (including to any New Joiners), Financial Education Content, push notifications regarding Available Balance (where permitted by the user), operational updates, security messages (e.g., two-factor authentication), and other messages necessary for the delivery of the EWA Services. Users may unsubscribe from non-transactional communications at any time.

14.4 In-scope Personnel & Registered Users

14.4.1 In-Scope Personnel may create a User Account on the EWA App by: (i) providing the Registration Data; (ii) agreeing to the App User Terms; and (iii) acknowledging the App Privacy Policy. You shall ensure that In-Scope Personnel are made aware of, accept, and comply with the App User Terms and acknowledge the App Privacy Policy.

14.4.2 You will provide us with Additional EWA Information at the frequency set out in the Set-Up Data.

14.4.3 In each Payroll Period, for each Registered User who is: (i) a Salaried Employee, their Accrued Salary will increase pro-rata to their annual gross salary on an accrual basis as provided by you; and (ii) a Contingent Employee, their Accrued Salary may change each time you update the Additional EWA Information (with respect to work completed since the previous Pay Day).

14.4.4 For each Registered User, if on any day there is a change to the Available Balance, we may send a push notification advising the Registered User of the current Available Balance, provided the Registered User has allowed us to do so within the EWA App and/or device settings.

14.5 New joiners, leavers & other changes of circumstance

14.5.1 You shall provide the Set Up Data and Basic Information for any New Joiners and details relating to any Leaver to us.

14.5.2 You shall notify us of any changes of circumstance that would have an impact on the Accrued Salary of a Registered User, including, but not limited to salary changes, unpaid leave, international relocation, and termination of employment, to the extent not already provided through integration with our payroll or HR services.

14.6 Withdrawals, Charges and payment

14.6.1 Registered Users may choose whether and when to make a Withdrawal Request and may make multiple Withdrawal Requests for each Payroll Period, provided that in respect of each Payroll Period, no Withdrawal Request may be made after the Cut-Off Time.

14.6.2 We may accept or reject a Withdrawal Request in our absolute discretion and we shall not be obliged to approve any Withdrawal Request or make payment of any Withdrawal. Any Withdrawal paid to a Registered User shall be paid by us on your behalf.

14.6.3 Unless otherwise agreed in the Order, the Charges for the EWA Services are to be incurred by the Registered Users and paid to us by you in accordance with this section 14.6. Unless otherwise agreed in the Order, the Charges (which may change from time to time) will be set out in the EWA App.

- 14.6.4** If, in any Payroll Period, we pay a Withdrawal (or Withdrawals) on your behalf: (i) on the Deduction Report Date for that Payroll Period, we shall send or make available to you the Deduction Report; and (ii) notwithstanding anything to the contrary, you shall reimburse us the full amount of the Withdrawals and pay to us the Charges set out in the Deduction Report on the corresponding Pay Day or such other date as set out in the Deduction Report. Where the EWA Services are integrated with our payroll and HR services, you agree that we may amend relevant BACs, Faster Payment, or similar files to facilitate us being reimbursed the Withdrawals and paid the Charges on the relevant Pay Day.
- 14.6.5** You shall sign a Direct Debit Mandate (unless an alternative payment method is agreed in writing by us) upon our request. In this section “Direct Debit Mandate” means a direct debit mandate signed by an authorised signatory or signatories of the Customer giving instructions to its bank or building society for the payment of the Withdrawals and Charges to be made by direct debit to us on Pay Day.
- 14.6.6** All Withdrawals are paid by us on your behalf and such payments shall immediately establish a debtor-creditor relationship between us and you, where, with respect to the Withdrawal you are the debtor and we are the creditor.
- 14.6.7** Any payment to a Registered User of a Withdrawal does not give rise to a repayment obligation on the part of that Registered User to you or us (or our Affiliates).
- 14.6.8** You are obliged to reimburse the Withdrawals and pay the Charges to us, regardless of your ability to make a deduction in respect of same (or any part thereof) from Accrued Salary in respect of your Registered Users.
- 14.6.9** In the event EWA Data or Registration Data is incorrect or has been incorrectly provided, you shall remain liable to reimburse us the full amount of any Withdrawals and Charges incurred when providing the EWA Services.
- 14.6.10** You shall indemnify us against all losses arising out of or in connection with us acting on any Withdrawal Request which is genuine or which on its face appears to be genuine or the refusal or failure by us to action a Withdrawal.
- 14.6.11** All amounts due under this EWA Section from you to us shall be paid or reimbursed in full without any set-off, counterclaim, deduction or withholding (other than as required by law).
- 14.6.12** Where a Registered User is overpaid as a result of an error on our part, we reserve the right to treat the amount of such overpayment as a Withdrawal regardless of whether the Registered User has Accrued Salary from any current or future Payroll Period.
- 14.6.13** We shall not levy any Charge with respect to: (i) an overpayment treated as a Withdrawal pursuant to section 14.6.12; or (ii) any payments of a Withdrawal to a Registered User which are rejected by us.

- 14.6.14** If we reasonably determine that a Deposit is required from you during the Term, we may request such Deposit as a condition for the continued provision of services under the EWA Section. If you fail to provide the requested Deposit within a reasonable time specified by us, we shall be entitled to suspend our obligations under the EWA Section until such Deposit is received.
- 14.6.15** Any indication provided on the EWA App, EWA Technology or elsewhere, that funds may be available to Registered Users, is provided on a non-binding indicative basis only.
- 14.6.16** The Pay Day for a Payroll Period may fall after a Payroll Period such that there may be Accrued Salary for two or more Payroll Periods, each payable on its corresponding Pay Day. Each Payroll Period has an Available Balance such that there may be an Available Balance for two or more Payroll Periods concurrently.
- 14.6.17** When making a Withdrawal Request, if there are two or more Payroll Periods with an Available Balance, either: (i) the Registered User may elect the Payroll Period to which the Withdrawal Request applies; or (ii) Where no such election is possible or made, the Withdrawal Request shall apply to the earliest Payroll Period first and then to successive Payroll Periods in turn.
- 14.6.18** In the event that you are unable to pay your debts or experience any insolvency-related event, all Withdrawal payments that have been made by us to your Registered Users and which have yet to be reimbursed by you to us will have the same preference in the order of priority as payments of Accrued Salary.
- 14.6.19** Where this section 14.6 refers to you reimbursing us, paying us, indemnifying us, or similar, we may require that you directly reimburse, pay, or indemnify our relevant Affiliate.

14.7 Financial education

- 14.7.1** We make the Financial Education content available to the Registered Users via the EWA Technology on your behalf.
- 14.7.2** In the financial education section of the EWA App, each Registered User may choose to provide some or all of the Financial Education Data to us so that they may receive financial education tailored to their individual circumstances from you, via us. We may also send out Financial Education Content via email to In-Scope Personnel and Registered Users unless expressly requested not to by you.
- 14.7.3** You hereby authorise us, our Affiliates and subcontractors to provide such Financial Education Content on your behalf for the furtherance of the performance of the EWA Services.

14.8 Customer Responsibilities

- 14.8.1** You shall:

14.8.1.1 provide to us, in a timely manner, all documents, information, items and materials in any form which are required by us to deliver the EWA Services;

14.8.1.2 be solely responsible for the accuracy of the EWA Data and the legal basis on which you share such EWA Data with us and shall indemnify us from all losses arising out of or in connection with this section 14.8.1.1; and

14.8.1.3 promote the EWA Services to the In-Scope Personnel.

14.8.2 You represent and warrant to us as follows:

14.8.2.1 you have not relied on any financial, tax or legal advice from us with respect to the provision of the EWA Services to you and the Employee Benefit to your Employees;

14.8.2.2 that you will notify us of any change to the circumstance of a member of In-Scope Personnel no later than its effective date to the extent such changes have not been automatically dealt with through integration with our payroll or HR services; and

14.8.2.3 you shall remain liable with respect to all Payroll-Related Liabilities and shall indemnify us against all losses arising out of or in connection with this section 14.8.2.2.

14.9 Licence

14.9.1 The EWA App is owned by us and/or our licensors and the use of the EWA App is licensed to and not sold by us to the Registered Users pursuant to the applicable App User Terms.

14.10 Data and security

14.10.1 Notwithstanding anything to the contrary in the Agreement, each party may act as a separate Controller in relation to the Processing of Personal Data under and in connection with this EWA Section.

14.10.2 Each party shall comply with all applicable DP Laws in its performance of its obligations under this EWA Section.

14.10.3 Without limiting the generality of the obligations set out in section 14.10.1, each party shall:

14.10.3.1 implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the requirements regarding the security of Personal Data under the DP Laws; and

14.10.3.2 respond to Data Subjects in respect of any request, notice or complaint from (or on behalf of) a Data Subject exercising his or her rights under the DP Laws received in accordance with, and within the relevant timescales stipulated by, DP Laws. Where such request, notice or complaint relates to the Processing of the other party, the recipient of the request, notice or complaint shall direct the Data Subject to that party without undue delay.

14.10.4 Without limiting the generality of the obligations set out in section 14.10.1, you shall:

14.10.4.1 ensure you are not subject to any prohibition or restriction which would: (i) prevent or restrict you from disclosing, making available, or granting access to, the EWA Data to us as required under this EWA Section; or (ii) prevent or restrict us from Processing the EWA Data pursuant to this EWA Section;

14.10.4.2 ensure that, at the point that you disclose or make available the EWA Data to us, the EWA Data is: (i) adequate, relevant, and limited to what is necessary in relation to our Processing pursuant to this EWA Section; and (ii) accurate and, where necessary, up to date, having taken every reasonable step to ensure that any inaccurate EWA Data has been erased or rectified;

14.10.4.3 ensure that the Processing of the EWA Data satisfies at least one of the lawful grounds for Processing as set out in the DP Laws. Where such ground(s) is consent, you shall be responsible for ensuring that such consent is obtained in accordance with DP Laws, and that a record of such consent is retained; and

14.10.4.4 provide to the Data Subjects all information that we make available to you relating to the Processing of Personal Data as is required to be provided under, and otherwise in accordance with, DP Laws including Articles 13 and 14 of the UK GDPR.

14.11 Other Terms

14.11.1 We may, for convenience and without cause, suspend or terminate, in whole or in part, the EWA Services under this EWA Section by providing written notice to you.

14.11.2 During any period after notice of termination has been given or issued but prior to the effective time and date of termination of the EWA Section, Registered Users will only be able to make further Withdrawal Requests and receive payment of sums in satisfaction of those Withdrawal Requests if agreed by us in our absolute discretion.

14.11.3 Upon termination or expiry of any EWA Services for any reason, we shall reject all future Withdrawal Requests under this EWA Section.

14.11.4 Notwithstanding anything to the contrary: (i) we may assign, subcontract, or transfer our rights and obligations under this EWA Section to an Affiliate or another third party in whole or in part; and (ii) you may not assign, subcontract or transfer your rights and/or obligations under this EWA Section.

14.11.5 Notwithstanding anything to the contrary, we may engage such Processors or Subprocessors as may be required to deliver the EWA Services as set out at <http://solutions.zellis.com/subprocessorlist>.

14.11.6 Sections 1.2, **Error! Reference source not found.**, 3, 4.1, 4.2, 8, 12, and 13 of this SDG do not apply to the EWA Services, instead the terms of this EWA Section apply.

15 Annex – Glossary

The Definitions in the Terms and Conditions and in the documents referred to herein shall apply to each Service Description Guide in addition to those set out below:

Term	Explanation
Accrued Salary	At any time, for each Payroll Period, salary, wages or fees which have accrued up to that point in time in accordance with section 14.4.3 and which are contractually due and payable by you to the Employee on the corresponding Pay Day.
AD	Active Directory
Additional EWA Information	All data, in addition to the Basic Information, which may be provided to us by you (or, where relevant, your Employees or contractors) from time to time in relation to the Registered Users, to enable us to provide the EWA Services including, but not limited to: (i) rota, time and attendance data; and (ii) dates of engagement and termination of In-Scope Personnel.
AE	Auto Enrolment
AI Generated Content	Content generated by the AI Services.
AI Services	Our generative artificial intelligence platform, which may use our product and technical information, Customer Data and/or a user request to generate content.
App Privacy Policy	The App Privacy Policy with regard to the use by the Registered Users of the EWA App, which is made available in the EWA App and which a Registered User is required to acknowledge in order to use the EWA App, as amended or superseded from time to time.
App User Terms	At any time, the EWA App terms of use to which the Registered User must agree in order to use the EWA App.
Application Software	The application software as set out in your Agreement, including any Revision or Release provided as part of the Customer Support Services.
At Risk Amount	9% of the Base Fees
Available Balance	At any time, for each Registered User and for each Payroll Period: (i) Accrued Salary multiplied by the Maximum Percentage minus (ii) the aggregate of Withdrawals deductible by you from the Accrued Salary payable to the Registered User on the corresponding Pay Day.
Background Checking	Zellis service for checking the experience and qualifications your Employees say they have and are eligible to work in the relevant country.
BACS	Bankers' Automated Clearing System
Base Fees	Recurring fixed regular Managed Service Charges attributable to the Measurement Period (but excluding any variable Charges or Charges related to third party Services)
Basic Information	The information provided to us by you in relation to the In-Scope Personnel including, in relation to each member of In-Scope Personnel: title; first and last name; email address; worker or payroll identification number; whether a Salaried Employee or a Contingent Employee; and their salary or rate as appropriate.
BC	Business Continuity
Bespoke Software	Any Software in object code form and Documentation created or amended by or for Zellis as part of consultancy services, whether separately charged for or not.
Case	When you request support or services, a Case record is opened in our Service Management System. A single Case may also have other related tickets created in our Service Management System. Some tickets may be internal to Zellis only.

Term	Explanation
Change	Any change to Customer software and/or associated data undertaken by us and approved to be made to the Services and/or this Agreement by the Parties.
Change Request	A request for a Change to (including an addition to or variation of) the Services.
Change Request Form	A form to be completed by either party to seek a Change Request.
CHAPS	Clearing House Automated Payment System
Cloud Provider	A third party providing a public or private cloud services for Zellis as identified in the Approved Subprocessor list.
Cloud Provider's Audit Site	https://servicetrust.microsoft.com/ or another location identified by the Cloud Provider.
Compensate	Zellis system used to evaluate, analyse, model and deliver comprehensive reward solutions.
Contingent Employees	Those Employees for whom payment of wages or fees for any Payroll Period is contingent on the work performed for you (which may be measured by hour, day or otherwise) or the services provided by them to you in that Payroll Period.
Core Service Availability Period	CSAP
Co-Sourced Managed Service	In a Co-Sourced Managed Service the Customer retains the responsibility for the make-up of gross pay including loading and inputting of data whilst Zellis undertakes the central payroll processing functions. This offering provides Customers with certain particular requirements a hybrid option to their service delivery.
CRM	Customer Relationship Manager
CSAP	SaaS: 08:00 to 18:00 Monday to Friday excluding UK bank holidays. Services (including Managed Service): 09:00 to 17:30 Monday to Friday excluding UK and ROI bank holidays (as appropriate).
CSO	Central Statistics Office
Currently Supported Release	A currently supported release is the most recent release required for compliance with the legislation types defined in your agreement, or any other release we designate as a currently supported release and make available to you from time to time. We may, with reasonable notice, confirm that a release is no longer a currently supported release and therefore not entitled to the customer support services, provided there is a replacement currently supported release.
Customer Help Centre	Our password-secured support website available for you to access as part of the Customer Support Services. To access our Customer Help Centre, visit www.zellis.com/customer-hub , scroll down and choose Customer help centre or click here.
Customer Help Centre administrator	A user of our Customer Help Centre who has access to the Contacts option on the main menu and can therefore add, change, and remove details of other help centre users for the Customer.
Customer Platform	Your password-protected online account, access to which will be made available by us (including but not limited to via an integration between the EWA Technology and the third-party technologies used by you), in relation to which, amongst other things, you can update the In-Scope Personnel and remove access to the EWA App by Registered Users.
Cut-Off Time	For each Payroll Period, the last time and date on which a Registered User may make a Withdrawal Request with respect to the Accrued Salary for that Payroll Period.

Term	Explanation
Data Quality	The completeness, validity, accuracy, consistency, availability and timeliness of data provided for processing.
Deduction Report	For any Payroll Period, a report detailing the payments to satisfy the Withdrawal Requests that have been made by us on your behalf together with their corresponding Charges, to enable you to make the correct deductions from the Registered Users' Accrued Salary for that Payroll Period.
Deduction Report Date	For each Payroll Period, the date on which we will send or make available the Deduction Report to you via the EWA Technology pursuant to section 14.6.4.
Defect	<p>Any failure of the Application Software to operate in substantial compliance with the applicable documentation where such failure is:</p> <ul style="list-style-type: none"> reproducible by Zellis and not due to incorrect use of the Application Software by the Customer. <p>A problem record is created in our service management system where resolution of a case requires a grammatical amendment by Zellis development teams.</p>
Deposit	Any amount as notified by us which we require you to pay to us for the payment of Withdrawals under the EWA Section.
Developed software	See bespoke software.
Documentation	The descriptions of the software features, functions and methods of operation and the instructions provided by Zellis for the Customer to use the software.
DR	Disaster Recovery
Email Invitation	An email to In-Scope Personnel sent by us on your behalf, providing information on how to access the Employee Benefit via the EWA App and providing each member of the In-Scope Personnel with a registration code.
Employee Benefit	The benefit made available by you to your In-Scope Personnel using the EWA Technology including, but not limited to, their ability to: (i) receive the Financial Education Content; and (ii) in each Payroll Period to submit Withdrawal Requests to receive some or all of their Available Balance in advance of the corresponding Pay Day.
Enhancement	If the Software is not working as you would like, but is in accordance with the Documentation, Zellis Would regard this as a potential Enhancement rather than a Defect. You can suggest Enhancements for inclusion in future Releases of Zellis software through the various Special Interest Groups (SIGs) which you can join via the Zellis independent User Group (ZIUG). You can find out more about the user group at www.ziug.co.uk . All enhancements requests are subject to peer review and prioritisation so are not guaranteed to be incorporated in any Release.
EPS	Employer Payment Summary
ESS	Employee Self Service
EWA App	Our mobile application for Android, iOS or any other operating system, web app or website made available by us to In-Scope Personnel from time to time which can be used by them to access the Employee Benefit.
EWA Data	The Basic Information, Additional EWA Information and any other information provided to us by you or by third-party service providers engaged by you to enable us to deliver the EWA Services.
EWA Section	Section 14 of this SDG governing the EWA Services.
EWA Services	The services described in the EWA Section, as amended by us from time to time.

Term	Explanation
EWA Technology	The EWA App, Customer Platform and any other website, domain, integration, code, and/or software to which you and/or In-Scope Personnel are granted access to by us pursuant to this EWA Section as may be amended from time to time.
Excluded Service Incident	(i) an act, error, omission or breach of this Agreement by you; (ii) any of the applicable assumptions or dependencies not being met; (iii) a Force Majeure Event; (iv) third party (e.g. power suppliers) acts or omissions; (v) failure of equipment, services, software or systems not provided or managed by the us or our subcontractors; (vi) your instructions being given during the payroll cut off periods specified by us; (vii) us delivering an agreed intervention on your instructions; (viii) planned or emergency maintenance in accordance with the Agreement; (ix) significant unplanned volume increases of more than ten percent in a Measurement Period; (x) data supplied by you being incomplete, erroneous, illegible or not in the agreed format; or (xi) factors outside of our control.
Financial Education Content	The financial education content which may be made available by us from time to time, via the EWA Technology, email or otherwise, on your behalf to the In-Scope Personnel in accordance with section 14.7.
Financial Education Data	Such personal data (if any) as is chosen to be provided by a Registered User to us in the financial education section of the EWA App and on the basis of which bespoke financial education content will be provided to that Registered User, including: first name; last name; preferred name; date of birth; postcode; gender; and salary.
FPS	Full Payment Submission
GDPR	General Data Protection Regulation (EU) 2016/679 and the “UK GDPR” as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
GL	General Ledger
Go Live	The calendar month during which the first live payslip is produced.
HCM Cloud	Zellis HCM HR and Payroll software.
HMRC	His Majesty’s Revenue and Customs (UK)
Holding State	When a Case is in a Holding State, elapsed time will not be included against the service performance targets.
HR	Human Resources
Incident	Where a Case is opened due to: <ul style="list-style-type: none"> • a Defect or, • an unplanned interruption to an IT service provided by Zellis as part of your Agreement or, • material reduction in the quality of an IT service provided by Zellis as part of your Agreement, then we also refer to the Case as an Incident.
In-Scope Personnel	Those of your Employees within the United Kingdom to whom you wish to make the Employee Benefit available.
IPSec VPN	Internet Protocol Security Virtual Private Network
Leaver	Any Registered User who is to leave or has left the employment or engagement with you.
LGPS	Local Government Pension Scheme

Term	Explanation
LTS	Long-term support
MATB1	MAT B1 form - Maternity Certificate enabling a pregnant woman to claim Statutory Maternity Pay from her employer.
Maximum Percentage	For each member of the In-Scope Personnel, the maximum percentage of Accrued Salary (as agreed between the parties) that the Registered User may receive as a Withdrawal pursuant to a Withdrawal Request. Any amendment to the Maximum Percentage will only take effect from the start of the next Payroll Period immediately following such notification.
Measurement Period	Each calendar month commencing from Go Live. (Each month may cover multiple payroll runs).
MSS	Manager Self Service
MyCSP	Administrators of Civil Service Pensions arrangements
MyPay, MyPay+	Module for Employees to view pay documents
MyView	Manager and Employee self-service tool – content depends on subscribed modules.
MyView PayNow	MyView PayNow is a financial wellbeing tool available for use by customers to enhance their Employee offering.
NAT	Network Address Translation
New Joiner	Any Employee who: (i) has joined you since the date the In-Scope Personnel were first invited by you to access the Employee Benefit; and (ii) is identified by you as a member of the In-Scope Personnel.
NI	National Insurance
NIC	National Insurance contributions
Normal Working Hours	09:00 to 17:30 (UK time), Monday to Friday, excluding bank and public holidays in England.
ONS	Office for National Statistics
P11D	Form P11D (Expenses and Benefits) tax form filed by UK employers for each director and employee.
P45	A form produced at the end of an employment stating earnings data.
P60	A form produced at the end of a tax year for current employees stating earnings data.
Pay Day	For each Payroll Period, the date on which you pay your In-Scope Personnel as part of your normal payroll process.
Payroll Member	Employees, temporary staff, self-employed consultants, volunteers, pensioners, ex- employees, and other individuals, who have a record held by or for you (including your Affiliates) in the System's database.
Payroll Member Verification Request	A Payroll Member request, via a Verification Partner, that Zellis provides the Payroll Member's Personal Data, via the Verification Partner, to certain third parties chosen by the Payroll Member.
Payroll Period	A period, be it weekly, monthly or otherwise, for which you calculate and process the salaries, wages or other applicable amounts to be paid to your In-Scope Personnel.
Payroll-Related Liabilities	Any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising in connection with any Accrued Salary.
PCSPS	Principal Civil Service Pension Scheme

Term	Explanation
PRD	Pension-related deduction
Priority	The value assigned to a Case to help us progress it appropriately for the situation being experienced, with the most urgent being addressed first.
PRSI	Pay Related Social Insurance (Ireland)
PSA	Payroll System Administration
Registered User	Any member of the In-Scope Personnel who has registered a User Account with us as described at section 14.4.1 of the EWA Section.
Registration Data	In respect of each Registered User, the Personal Data they are required to provide upon creating a User Account or making a Withdrawal Request, which includes: their email, mobile phone number, login details and bank account information.
Required Metric	The level of performance that a behaviour, activity or service must achieve.
Resolved	A Case is regarded as resolved where we believe there is no further work required by our Customer Support teams in relation to it. Other work may still need to be carried out and covered by processes such as changes, implementation of a viable workaround that we have provided, deployment of a software upgrade, Enhancements, or bespoke software. If you believe that the case is not resolved, you must notify us within five days.
Response	The first communication from Zellis to you regarding the Case. This may be an automated acknowledgement. For example, when you submit a request for help in our Customer Help Centre and a Case record is created.
Revision	A change to the Application Software which provides new or enhanced functionality or improvements, and which in turn is provided as part of the customer support services . Revisions are normally delivered as part of a release .
ROI	Republic of Ireland
RRS	Payroll engine embedded Reporting Services
RTI	Real Time Information
SaaS	Software as a Service
Salaried Employees	Those Employees who have a fixed salary.
SAML	Security Assertion Mark-up Language
SAP	Statutory Adoption Pay
SDG	Service Description Guide (this document)
SEPA	Single Euro Payments Area
Service Credit	A mechanism by which amounts are deducted/credited to a customer if a behaviour, activity or performance fails to meet the Required Metric set in the Service Levels.
Service Failure(s)	Performance of an activity where the actual Service Level fails to meet the Required Metric.
Service Level	Performance of the system or service in accordance with the levels specified in the SDG
Service Points	1% of the At Risk Amount.

Term	Explanation
Set-Up Data	The following information: (i) the Payroll Period; (ii) the Pay Day (iii) the Cut-Off Time; (iv) the Deduction Report Date; (v) the frequency with which you will update/provide the Additional EWA Information; (vi) Maximum Percentage; and (vii) any other information necessary for us to provide the EWA Services.
SLA	Service Level Agreement
SMP	Statutory Maternity Pay
SSP	Statutory Sick Pay
SYPA	South Yorkshire Pensions Authority
Third-Party Service	A service that is made available to you under the Agreement but is provided by a third-party supplier that is not us or our Affiliates, whether or not the Charges for such service are invoiced or collected by us or our Affiliates.
TLS	Transport Layer Security - cryptographic protocols designed to provide communications security over a computer network
TPS	Teachers' Pension Scheme
Trained and Competent Users	a selected number of Customer Employees (minimum of two) who are suitably skilled and have undertaken the mandatory training required by Zellis in respect of each Zellis software module utilised in the Services, so that they are able to provide first line support to Employees and carry out relevant administrator tasks
Trusted Sources List	A list of your personnel trusted to authorise the payments and deductions to be made from your Employees pay
TYE	Tax Year End
UAT	User Acceptance Testing
UK	United Kingdom
URL	Uniform Resource Locator e.g.: www.customername.zellis.com
USC	Universal Social Charge (Ireland)
User Account	The individual account created on the EWA App by each Registered User pursuant to section 14.4.1, being the online area of the EWA App which contains information about each Registered User and their relationship with us.
USS	Universities Superannuation Scheme
Verification Partner	A regulated third-party provider of information verification services that is party to a contract with Zellis and is set out in section 10 as updated from time to time
VPN	Virtual Private Network
Withdrawal	A payment in respect of Accrued Salary to a Registered User pursuant to a Withdrawal Request on your behalf.
Withdrawal Request	A request for a Withdrawal by a Registered User via the EWA Technology.
Work Report	Work Report enables UK Payroll Members to verify employment and income information for processes that may include (without limitation) mortgage applications and tenancy checks.
Working Day	9am to 5.30pm during a Business Day

Term	Explanation
YTD	Year to Date
Zellis Technology	As described in section 1.3 of this Technology SDG and further detailed in the Customer Agreement / Order



For further information
please visit **zellis.com**

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