

Zellis Technical Services Description Guide.

2024 updated edition



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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 **HCM Cloud** HR and payroll 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

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 on Employees and Volumes set out in the Customer Agreement.

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

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 Software as a Service (SaaS) comprising two SaaS options:

Zellis HCM Cloud SaaS – 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 our Cloud Provider or through hybrid infrastructure; that is partially hosted by Zellis and partially by our Cloud Provider.

Zellis Private Cloud SaaS - 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 SaaS solution as soon as we have completed its implementation.

However, if at the date of this Agreement you are in receipt of a pre-existing Zellis Private Cloud SaaS solution and are migrating to a Zellis HCM Cloud SaaS solution, we will continue to provide that solution until such time as we advise that a migration to the Zellis HCM Cloud solution has been completed.

If your first Zellis HCM Cloud 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 Provider. You agree to such migration and to provide such reasonable cooperation and assistance as is necessary for the migrations to be completed.

For simplicity, unless a service is differentiated, Zellis HCM Cloud SaaS and Zellis Private Cloud SaaS are referred to generically here as HCM Cloud.

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>
Customer 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.
- **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 Software as a Service (SaaS)

2.1 SaaS Services

This section details the features of our Software as a Service for both 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 HCM Cloud and Zellis Private Cloud Services, these are set out specifically.

2.1.1 Service Availability and Support Targets

The scope of services defined below covers the Zellis HCM Cloud family of products and services 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 HCM Cloud SaaS users is 99.5% availability, 99% for Zellis Private Cloud users.</p> <p>The system will be deemed available where it can be accessed using the agreed URL via a web browser.</p>
Customer responsibility:		Your infrastructure is available to enable user access.
Exclusions:		Certain periods where planned or emergency system maintenance, upgrades, housekeeping and other operational activities take place.

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, 7 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>
Customer 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.

2.1.1.1 Priority definitions

Level	Description	Definition
Priority 1	Critical	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. Any issue which is liable to result in a payroll or HMRC deadline being missed.
Priority 2	Urgent	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). The situation is causing a high impact to portions of your business operations and no procedural workaround exists.
Priority 3	Important	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).
Priority 4	Non-critical	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).
Priority 5	Planning	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.

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 ten minutes 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 all 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 Normal Working Hours.
Customer 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.

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.

Premium support tiers

Service scope	Essential (Standard)	Advanced (Optional)	Premium (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 • P2 • P3 • P4 	<ul style="list-style-type: none"> • One hour • One day • One day • 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
Target Resolution time <ul style="list-style-type: none"> • P1 • P2 • P3 • P4 	<ul style="list-style-type: none"> • Four hours • Five days • Twenty days • Next release 	<ul style="list-style-type: none"> • Four hours • Three days • Ten days • Next release 	<ul style="list-style-type: none"> • Four hours • Two days • Five days • Next release
Additional value	N/A	Two inclusive training days. Quarterly performance review, Health check and optimisation review.	Five inclusive training days. Monthly performance review, Health check and optimisation review Thought leadership forum.

Factors which may affect our ability to achieve target resolution times 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
Zellis responsibility:		Procure, licence and maintain hardware, software and network infrastructure. Ensure infrastructure is supported and maintained in accordance with vendor recommendations.
Customer responsibility		Ensure technical currency of all integrated and dependent applications

Ref: DB2	Standard	Resilient internet connectivity
Zellis responsibility:		Enable provision of resilient internet connectivity between Zellis infrastructure and the internet.
Customer responsibility:		Enable provision of resilient internet connectivity between Customer infrastructure and the internet.

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

Ref: DB4	Standard	Infrastructure patch and change management.
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 will be carried out with minimal notice.

Ref: DB5	Standard	Multi-factor authentication.
Zellis responsibility:		Maintain internet synchronised time.
Customer 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.
Customer 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 will not apply following 2 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.
Customer responsibility:		Housekeeping historical data and local storage if it needs to be kept beyond 7 years or the end of the Term.
Exclusions:		Online data history will not be stored following 2 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.
Customer 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.

Backup schedule	Timing
Backup data is retained for the periods defined (during the Term)	Daily for 12 weeks; Monthly for 1 year

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: DB13	Standard	Site to site IPSec VPN [N/A for HCM Cloud SaaS]
Zellis responsibility:		<p>Provide VPN with two tunnels terminating at the Customer's infrastructure.</p> <p>One tunnel to the Zellis nominated primary data centre and the other to the Zellis nominated secondary (Disaster Recovery) data centre.</p>
Customer responsibility:		<p>Manage and maintain overall internet service capacity.</p> <p>Manage and maintain network infrastructure.</p> <p>Use an IPSec compatible firewall capable of source Internet Protocol (IP) Network Address Translation (NAT) and Internet Key Exchange version 2 (IKEv2).</p> <p>Provide sufficient internet and network bandwidth availability with low latency responses.</p> <p>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.</p> <p>Able to NAT behind a private address range allocated by Zellis or a Customer- provided public address which is different from your firewall.</p> <p>Where needed provide additional 1:1 NATs may be required for access to certain Customer servers e.g. email.</p> <p>Initiate the VPN tunnels and be responsible for configuring and ongoing availability of your firewall for VPN connectivity, NATing etc.</p>

Ref: DB14	Standard	Secure file transfer
Zellis responsibility:		<p>A secure file transfer system is provided for inbound and outbound interface files.</p> <p>Files will be retained in this area for a maximum of 30 days before being automatically deleted.</p> <p>Zellis will enable security and an agreed SFTP exchange design e.g. Customer push/pull etc.</p>
Customer responsibility:		<p>Ensure that interface files are managed within the retention period.</p>
Exclusions:		<p>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.</p>

Ref: DB15	Standard	Network changes
Zellis responsibility:		<p>Essential connectivity and network changes initiated by Zellis requiring Customer involvement e.g. SFTP changes to maintain technical currency.</p> <p>Communicate details of change providing cause and reasonable notice along with any action required by you or any of your third parties.</p>
Customer responsibility:		<p>Engage your IT support including any third parties.</p> <p>Be responsible for any associated non-Zellis costs e.g. third-party network provider, overtime etc.</p>

Ref: DB16	Standard	MyView facility
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.
Customer responsibility:		Provide access to emails incoming from Zellis.

Ref: DB18	Standard	Document Storage
Zellis responsibility:		Provide Document Storage capacity: Initial 5 GB Live DocStore capacity (1GB Test), additional capacity available on request.
Customer responsibility:		Responsible use of available capacity and monitoring of usage.
Assumptions:		Additional capacity available (chargeable licence key)

Ref: DB19	Standard	Planned Maintenance
Zellis responsibility:		Provide notice of planned maintenance three Working Days in advance where possible.
Customer 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: DB20	Standard	Emergency Maintenance
Zellis responsibility:		Undertake emergency maintenance only by exception. Endeavour to work outside of the CSAP. Create Customer communications promptly.
Customer responsibility:		Notify end users and make appropriate operational changes. Test access from Customer network following maintenance.

Ref: DB21	Standard	Ad-hoc restore
Zellis responsibility:		Fulfil ad-hoc restore requests, timing to be agreed
Customer 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 SaaS]
Zellis responsibility:		Provide additional site-to-site VPN network links to aid Customer business continuity plans.
Customer responsibility:		Maintain network infrastructure as required.

Ref: DB23	Optional	Single Sign On
Zellis responsibility:		<p>Provide SAML gateway or other suitable solution (at Zellis nomination) to enable Single sign-on.</p> <p>To operate both public (internet) and private (trusted link) SAML consumer gateways for the purposes of external authentication for HCM Cloud applications.</p> <p>HCM Cloud has defined minimum requirements for user authentication.</p>
Customer responsibility:		<p>Provide an Identity Management solution capable of generating SAML 2.0 assertions (or future enhancement alternatives as evolved over time).</p> <p>Ensure that the "header" and message" components of the assertion are signed.</p> <p>You must be able to support Identity Provider Initiated Single Sign-On (Init- IDP).</p> <p>Maintain a mapping between the employee's unique Employee ID must be present within the SAML assertion.</p> <p>Provide skilled technical resource conversant with your Identity Management environment.</p> <p>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.</p> <p>Provide X509 certificates.</p> <p>Any Customer-defined authentication rules not meeting the HCM Cloud minimum are used at Customer's risk.</p>

Ref: DB24	Optional	Azure Active Directory authentication
Zellis responsibility:		Configure Azure Active Directory application settings. Configure firewall ports accordingly.
Customer 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: DB25	Optional	Additional test environments
Zellis responsibility:		Create additional environments and copy data from LIVE.
Customer responsibility:		Additional Test environments above your allocation will be chargeable.
Exclusions:		Only one LIVE environment is permitted.

Ref: DB26	Optional	Customer network changes
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.
Customer responsibility:		Communicate details of the change request to Zellis giving reasonable notice. Any non-standard changes will be chargeable.

Ref: DB27	Optional	Third party access
Zellis responsibility:		Third parties authorised by you may access your own environment only after written notification is provided by you to Zellis. Ensure written notification is received and retained. Carry out a risk assessment and review within an agreed period.
Customer responsibility:		Provide written permission 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: RL1	Standard	Application upgrades
Zellis responsibility:		<p>Test application upgrades will take place in the CSAP.</p> <p>Live upgrades will take place outside the CSAP.</p> <p>Liaise with the Customer for an appropriate window.</p> <p>Undertake the upgrades in a robust manner.</p>
Customer responsibility:		<p>Provide an appropriate window for upgrade, including a window between the test and live upgrades.</p> <p>Test key functionality in test environment prior to live upgrade.</p>

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 HCM Cloud environments including WebView, MyView and the Zellis Intelligence Platform.</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>
Customer 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.</p> <p>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>To ensure the improvement, confidentiality, integrity and availability of the service, Zellis reserves the right to push certain software updates without notice.</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>
Customer 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:		Provision of release notes and other supporting collateral e.g. videos to describe Enhancements and innovations.
Customer responsibility:		Read release notes and take action where appropriate.

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

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

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.
Customer 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.
Customer 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.
Customer 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.
Customer 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.
Customer responsibility:		Provide information to enable Zellis to perform case resolution activities including access to Trained and Competent Users.
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.
Customer 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)
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
Zellis responsibility:		Zellis undertake a Training Needs Assessment, agree commercials and deliver agreed training.

2.1.5 Communication

Ref: CM1	Standard	Product communications
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.
Customer 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
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.
Customer 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 and infrequent (typically on a 6-monthly basis). You will have no obligation to respond to such requests.

2.1.6 Disaster Recovery and Business Continuity

Ref: BC1	Standard	Disaster recovery
Zellis responsibility:		Restoration of service in the event of a Disaster Recovery (DR) event. Manage disaster recovery events.
Customer 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
Zellis responsibility:		Regular testing of disaster recovery / business continuity plans. Maintain and update plans.
Customer 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.
Customer 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.
Customer 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.
Customer responsibility:		Cooperate with Zellis where required in the execution of annual BC / DR testing.

2.2 SaaS Services (non HCM Cloud)

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

2.3 SaaS 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>
Customer 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>
Customer 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 HCM Cloud 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>
Customer 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:		<p>Files are submitted in correct bank specific SEPA format.</p> <p>•</p>
Exclusions:		<p>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.</p>

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

2.3.2 Faster payment with SaaS

A description of the Faster Payment service when subscribed to in combination with Zellis SaaS 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: <ul style="list-style-type: none"> <£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 HCM Cloud	✓	
Upload and/or Deliver payment file via SFTP for authorisation		✓

Faster Payments	Zellis Responsibilities	Your Responsibilities
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 HCM Cloud 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 Compensate

Compensate is a fully hosted SaaS solution that enables you to effectively manage aspects of your overall reward process including specific approaches to job evaluation and conducting pay and bonus reviews.

The Salary Planning module enables you to undertake end to end pay and bonus reviews using data from HCM Cloud or from other HR and Payroll systems.

You can create pay and bonus models prior to delegating the review tasks to nominated line managers who then make their pay recommendations based on your policy. Compensate then enables senior managers to review the overall proposals before approving and updating pay and bonus in HCM Cloud or your other payroll solution.

The system includes reporting tools and the ability to produce employee letters.

Job Evaluation

Zellis have fully computerised several externally developed job evaluation schemes and made them available within Compensate including:

- GLPC - primarily used within Local Government and other areas of the public sector.
- Agenda for Change – the recognised scheme for the NHS throughout the United Kingdom.
- Universal – Zellis's own factor based analytical scheme.

As well as a range of bespoke scheme developed by other providers.

Our job evaluation schemes are based on the completion of a system-based questionnaire or by matching job details against an agreed role profile. The system can also be used to record evaluations undertaken by job panels without completing the system-based questionnaire or job matching.

The System produces consistent evaluation outcomes based on the rules of the scheme and local conventions that are developed within the system. All schemes include the ability to:

- Incorporate help text and guidance for analysts.
- Build the rationale for the evaluation.
- Compare roles to others within the organisation.
- Create scoring frameworks in accordance with an agreed scheme.
- Determine the job grade based on an organisation's own grade frameworks.

Document storage allows job related information such as job descriptions and person specifications to be added to the job record therefore maintaining a repository of job-related data.

The System includes reporting tools that enable evaluation reports to be produced to explain the rationale for the evaluation for discussion with line managers.

Ref: CS1	Optional	Compensate – Salary planning (Pay and bonus review)
Zellis responsibility:	Provision and maintenance of hosting environment. Backups and data restore. Create eligibility rules, required data fields, calculated fields. Set up table data. Import employee and post data. Create approval hierarchy. Create pay matrices based on your pay policies. Set up review parameters e.g. delegation to line managers and recommendation and approval timescales. Activate pay and/or bonus review. Create managers views and permission sets. Create employee notification letters. Create reports.	
Customer responsibility:	Provide rules e.g. Exclusions. Provide details of required fields and formulas. Provide table values. Provide employee and post data as agreed within scope. Review approval hierarchy Provide details of your policy for pay awards. Advise pay and/or bonus review timescales. Confirm tasks to be undertaken by Managers and data that should be visible to them. Provide letter templates. Specify reporting requirements.	

Ref: CS2	Optional	Compensate – Job evaluation
Roles and responsibilities:		<p>Zellis provision and maintenance of hosting environment, undertaking system backups and data restore.</p> <p>Zellis to create required data fields using Customer provided data.</p> <p>Zellis to set up and maintain table data using Customer provided data.</p> <p>Zellis to create and maintain system views for your review and confirmation.</p> <p>Zellis to create and maintain Permission Sets, Customer to review and identify which apply to individual users.</p> <p>Zellis to create system help text and local conventions - Customer to provide local help text and review and conventions including any scoring frameworks either based on the agreed proprietary or bespoke scheme.</p> <p>Zellis to create Reports specified by Customer.</p> <p>Zellis to create Grade Table using Customer provided allowable values.</p> <p>Zellis to create and maintain system- based questionnaires - Customer to review and provide questions for system- based questionnaire including any dependencies.</p> <p>Zellis to create Panel, Admin and Monitoring Accounts where applicable – Customer to advise types of accounts required in relation to individual Trusts/Boards where applicable.</p> <p>Zellis to update and maintain National Role Profiles where applicable – Customer to provide copies of new or revised national profiles including profiles that need to be deleted or archived.</p> <p>Zellis to create and maintain cross checking and Panel, Admin and Monitoring reports where applicable as specified by Customer.</p>

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, others which are included within your Charges and other available training we can deliver at an additional Charge to support the use of the Services. A booking form can be made available for you to complete for additional courses which details the method of training delivery, the terms of this Agreement shall apply.

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 HCM Cloud (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 every effort 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 SaaS 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 HCM Cloud Services

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.

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. Zellis shall use reasonable endeavours to provide the Customer with replacement services which provide materially equivalent or improved functionality and/or performance to any Services (or part of the Services) that it replaces or terminates.

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 that 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 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

This section has been removed.

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 our HCM Cloud 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, we can generate a standard data extract of employee data and pay history from your database. There is no charge for the extract at the point of contract termination or expiry, but charges may be applicable for the transfer of the data to a Customer site 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.

You may also elect to run a series of data extractions of your own design on the live database prior to your exit.

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.

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

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).	Yes (One)	Repeat runs and transfer costs are chargeable. Bespoke data extracts.
HCM Cloud / ResourceLink 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
HCM Cloud / ResourceLink 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
Copy Payslips, P60s. P11Ds	No	Yes – based on volume/period required
System Data Destruction	Yes - all HCM Cloud 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

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 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**").

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.

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 12.

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 cleardown	
	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.

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
AD	Active Directory
AE	Auto Enrolment
At Risk Amount	9% of the Base Fees
Application Software	The application software as set out in your Agreement, including any Revision or Release provided as part of the Customer Support Services.
BACS	Bankers' Automated Clearing System
Background Checking	Zellis service for checking the experience and qualifications your Employees say they have and are eligible to work in the relevant country.
Base Fees	Recurring fixed regular Managed Service Charges attributable to the Measurement Period (but excluding any variable Charges)
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.
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.
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.

Term	Explanation
	Services (including Managed Service): 09:00 to 17:30 Monday to Friday excluding UK and ROI bank holidays (as appropriate).
CSO	Central Statistics Office
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.
Currently Supported Release	<p>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.</p> <p>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.</p>
Data Quality	The completeness, validity, accuracy, consistency, availability and timeliness of data provided for processing.
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 programmatic amendment by Zellis development teams.</p>
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
EPS	Employer Payment Summary
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.
ESS	Employee Self Service
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

Term	Explanation
Go Live	The calendar month during which the first live payslip is produced.
Holding State	When a Case is in a Holding State, elapsed time will not be included against the service performance targets.
HCM Cloud	Zellis HCM HR and Payroll software whether provided as Zellis HCM Cloud Saas, Zellis Private Cloud Saas, or for pre-existing customers, ResourceLink however hosted.
HMRC	His Majesty's Revenue and Customs (UK)
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.
IPSec VPN	Internet Protocol Security Virtual Private Network
LGPS	Local Government Pension Scheme
LTS	Long-term support
MATB1	MAT B1 form - Maternity Certificate enabling a pregnant woman to claim Statutory Maternity Pay from her employer.
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
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.
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.

Term	Explanation
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.
PCSPS	Principal Civil Service Pension Scheme
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
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 14 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
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
SLA	Service Level Agreement
Service Points	1% of the At Risk Amount.

Term	Explanation
SMP	Statutory Maternity Pay
SSP	Statutory Sick Pay
SYPA	South Yorkshire Pensions Authority
TLS	Transport Layer Security - cryptographic protocols designed to provide communications security over a computer network
TPS	Teachers' Pension Scheme
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
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
UAT	User Acceptance Testing
URL	Uniform Resource Locator e.g.: www.customername.zellis.com
USC	Universal Social Charge (Ireland)
USS	Universities Superannuation Scheme
UK	United Kingdom
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 0 as updated from time to time
VPN	Virtual Private Network
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
YTD	Year to Date

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

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