



Hireserve ATS Service Agreement

This Agreement is between:

- (1) Hireserve Limited with registered address situated at Wey Court West, Union Road, Farnham, Surrey, GU9 7PT (the "**Company**") (registered number 3420688).
- (2) xxxxxxxx, incorporated under the Companies Acts (registered number xxxxxx) and having its registered office at xxxxxxxxxx on whose behalf the subscription to the System is being made (the "**Client**")

In this Agreement and Schedules the following definitions shall apply:

Implementation Commencement Date	The date on which the implementation of the system will commence. For this agreement, the Implementation Commencement Date will be dd/mm/yyyy
Initial Contract Term	36 Months
Client Licensed Headcount	Up to xxx (headcount to be confirmed by client)
Primary Service Location	Country in which the Client chooses the hosting services to be based. For this agreement, the Primary Service Location is UK and all data processing will be performed only within those Locations defined within the Primary Service Location in Schedule IX.

Business Day	Any day which is not a Saturday, Sunday or public holiday in the UK.
Candidate	A record in the System for a person who has registered or applied for a specific position or who has been entered into the System through an alternative method.
Data	Information displayed and stored in connection with the Services concerning recruitment including Candidates' personal



	details, third parties named by them and general Client information, and including all Protected Data.
Data Extract	Data that has been copied from the System into another format. Schedule VI defines the Data that is included and the format in which it may be made available.
Data Protection Laws	Any applicable law relating to the processing, privacy and use of Personal Data (as defined in Clause 8.1 of Schedule 1), as applicable to either party or the Services, including: (a) the Data Protection Act 2018 or the GDPR; (b) any laws which implement any such laws; (c) any laws that replace, extend, re-enact, consolidate or amend any the foregoing; and (d) all guidelines, codes of practice and codes of conduct issued by any relevant supervisory authority relating to such Data Protection Laws (in each case whether or not legally binding).
Fees	Fees payable by the Client to the Company as specified in Schedule III.
GDPR	The United Kingdom General Data Protection Regulation 'UK GDPR' which means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Investigatory Powers Act 2016, the Investigatory Powers (interception by Businesses etc. for Monitoring and Record-keeping Purposes) Regulations 2018, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations (SI 2003/ 2426) as amended and the Data Protection, Privacy and Electronics Communications (Amendments etc.) (EU Exit) Regulations 2019 and the Data Protection, Privacy and Electronic Communications (Amendments etc), (EU Exit) Regulations 2020, and the Payment Card Industry Data Security Standard
Month	A calendar month



Protected Data:	Personal Data received from or on behalf of the Client, or otherwise obtained in connection with the performance of the Company's obligations under this Agreement.
Quarter	Means a calendar quarter starting on 1 st day of January, April, July or October. Quarterly shall be construed accordingly.
Service(s):	The development and implementation of the System and those other services set out in Schedule II.
Software	The software code included in the System and used to provide the Services.
System	The Hireserve ATS system as adapted by the Company for the Client for processing recruitment Data and information via the internet to facilitate the recruitment of personnel by the Client the specification for which is set out in Schedule IV.
Sub-Processor	any agent, subcontractor or other third party engaged by the Company (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data.
Supervisory Authority	any regulator, authority or body responsible for administering Data Protection Laws.
Terms and Conditions	The general terms and conditions under which the Services are provided as set out in Schedule I, in addition to the Principal Terms of the Agreement set out below.

PRINCIPAL TERMS

Provision of Services

The Company will provide the Services to the Client in return for the payment of the Fees and subject to the Terms and Conditions.

Acceptance of System



Whilst the System is being implemented by the Company, the parties shall work together in good faith to develop tests to be performed by the Client prior to the System being launched for public use (the "**Launch Date**"). If following execution of any tests the Client becomes aware of any faults or defects in the way the System is configured ("**Faults**") or deviations from the specification set out in Schedule IV ("**Deviations**"), it shall promptly notify the Company. The Company shall then work to remedy such Faults and/or Deviations at no additional cost to the Client, bearing in mind the Launch Date envisaged by the parties at that time. The testing process shall be repeated until the Client is satisfied that there are no Faults or Deviations in the System.

If, following the Launch Date, the Client discovers any Faults or Deviations with the System that were not apparent during its testing, it shall promptly notify the Company and the Company shall work to remedy such Faults and/or Deviations at no additional cost to the Client.

If at any time (i.e. before or after the Launch Date) the Client requires improvements or other modifications to be made to the System, the Client may request that the Company develop such improvements and/or modifications and the parties shall negotiate in good faith the terms on which they shall be developed (including any additional Fees to be paid by the Client).

Guarantee of Service

The Company shall use all reasonable efforts to provide the service levels defined within Schedule XI.

Software Upgrades

The Company shall procure that the Client shall have prompt access to any revised versions of the Software that effect improvements to the System and/or Services (as set out in Schedule II) or their performance. For the avoidance of doubt, and unless agreed otherwise, this undertaking shall not extend to include substantial new developments beyond the Services as set out in Schedule II.

Fee amendments

The Company reserves the right to reasonably alter the Fees by giving the Client 30 days prior written notice if the usage of the Services exceeds the parameters set out in Schedule III, provided that the Company has not reduced its usage of the Services to be in line with the parameters set out in Schedule III during such 30 day period.



Where the Client foresees that it will need to increase its usage of the Services above the parameters set out in Schedule III, the Company shall discuss with the Client in good faith the terms (including any increases in Fees) on which such additional usage shall be permitted under this Agreement.



SCHEDULE I – GENERAL TERMS AND CONDITIONS

1. General

- 1.1 This Agreement shall be governed by the Laws of England whose courts shall have exclusive jurisdiction.
- 1.2 If for any reason any provision of this Agreement is found to be or becomes invalid or unenforceable under any applicable statute, regulation rule or governmental or judicial act or order then such provision shall be deemed amended to the minimum extent necessary to delete or modify such invalid or unenforceable provision and the remaining provisions hereof shall remain in full force and effect.
- 1.3 No variation or alteration of the Agreement shall be valid unless approved in writing (by letter or email) by both a Director of the Company and a duly authorised employee of the Client.
- 1.4 Headings are for information only and shall not form part of the operating provisions of this Agreement.
- 1.5 Nothing in this Agreement should be construed as a partnership or joint venture between the parties.
- 1.6 The Company will co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of this Agreement.
- 1.7 This Agreement is personal to the Company and the Company shall not assign, subcontract or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written consent of the Client (such consent not to be unreasonably withheld or delayed).
- 1.8 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 1.9 This Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.



- 1.10 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.
- 1.11 No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.
- 2. **Service and Data**
 - 2.1 Subject to Clause 8, the Company reserves the right to alter the structure of the Data at any time to improve the efficiency and effectiveness of the System and/or Services save that it shall not thereby cause any diminution of the System and/or Service provided to the Client.
- 3. **Intellectual Property**
 - 3.1 The Client acknowledges that the Company is the owner of the copyright in the Software and in the other intellectual property rights comprised within the System and the Services (other than the Data). For the avoidance of doubt, the ownership of any IP arising from customisation, configuration, interfaces and all subsequent versions of the Software will vest solely in the Company. The Company hereby grants the Client a licence to use such intellectual property rights for the purposes of receiving and obtaining the full benefit of the System and Services as described in this Agreement.
 - 3.2 The Client agrees to take all reasonable steps to ensure that the Client's employees respect the Company's intellectual property rights, and that the System and the Services are not used in any way that might infringe these rights.
 - 3.3 The Client hereby grants the Company a licence to use those trade marks owned by it and featuring the Client's name or logos ("**Trade Marks**") for the duration of this Agreement, solely to the extent required for the Company to comply with its obligations under this Agreement. Prior to using any Trade Marks under this licence, the Company shall seek approval from the Client regarding the use and, where reasonably requested by the Client, provide samples to the Client demonstrating such use. The Client hereby agrees that use by the Company of the Trade Marks on the Company's website identifying the Client as a customer of the Company, shall not infringe this clause 3.3.
 - 3.4 The Company acknowledges that, as between the parties, the Client is the owner of the copyright and all other intellectual property rights in the Data.



4. Security and Disclaimer

4.1 The Company shall use all reasonable endeavours to ensure that the Software is free from any defects or viruses and that the Data, System and Services are secure and to prevent unauthorised access to the Data, System and/or the Services and/or the destruction of any Data and/or computer and/or system by means of any defect or virus in the Software or mechanical failure. For the avoidance of doubt, the Company does not claim the Software to be error-free.

4.2 Notwithstanding any other undertakings in this Agreement and subject to the "Guarantee of Service" clause in the Principal Terms, the Company disclaims all responsibility for indirect losses arising from the supply or lack of supply of all or part of the Service or the existence of any defect or virus in the Software.

4.3 Subject to Clauses 4.4 and 4.5, :

4.3.1 under no circumstance shall the Company be liable for any consequential, incidental, indirect, punitive or special damages related to (a) the use of (b) the inability to use or (c) errors or omissions in the contents and functionality of the Data and/or the Service; and

4.3.2 in any event, the aggregate liability of either party for any loss shall not exceed the annual Fees payable under this Agreement at the time such loss is suffered.

4.4 Nothing in this Agreement excludes the liability of either party for:

4.4.1 death or personal injury caused by such party's negligence; or

4.4.2 fraud or fraudulent misrepresentation; or

4.4.3 infringement of the intellectual property rights of the other party including licences granted by the other party pursuant to this Agreement.

4.5 Each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for:

4.5.1 any liability or claim arising from breach of its obligations under clause 6; or

4.5.2 any liability or claim arising from breach of its obligations under clause 8 and Schedule VIII,

in each case shall not exceed £500,000.

5. Force Majeure

5.1 Neither party shall be liable for failure to perform or delay in performing its obligations in whole or in part in the event that parties or events wholly outside such party's control impede the fulfilment of this Agreement. For the avoidance of



doubt, any strikes or other such action taken by the Company's workforce shall not constitute an event outside the Company's control.

6. Confidentiality

6.1 Neither party shall during the duration of this Agreement (except so far as may be necessary by operation of the law) or thereafter without the prior written consent of the other party divulge or permit to be divulged by any employee or sub-contractor to any person or use or exploit any information of a confidential nature concerning the business, finance, secrets, transactions or affairs of the other party (including without limitation the Data and any Candidate information) provided that this restriction shall cease to apply to information or knowledge which is in or may come to the public domain otherwise than through unauthorised disclosure by that party.

6.2 Subject to Clause 6.4, on termination of the Agreement for any cause whatsoever the parties shall deliver up to each other as soon as reasonably practical all documents, statistics, accounts, memoranda, papers, records, price histories and other items of whatsoever nature or description belonging to the other party which may be in their possession or control and relate in any way to the business or affairs of that party and no such documents or other items as aforesaid nor any part or copy thereof shall be retained by the parties.

6.3 The Client may, at any time during this Agreement, request in writing (by letter or email) that the Company provide a Data Extract (see Schedule VII) to the Client. The Company shall provide the Data Extract within 2 days of receipt of such a request from the Client. A charge will be made to the Client for the provision of this data at the equivalent rate of 1 day's consultancy. If the Client requires that the Data be provided in a format that is different to the standard format provided by the Company, additional charges in accordance with Schedule III may become due – these will be discussed and agreed prior to any activity being commenced.

6.4 On termination, the Data in the System will be deleted by the Company after 30 days. If the Client wishes to have a copy of the Data upon termination, this must be notified to the Company in writing (by letter or email) within the 30 days and the provisions of clause 6.3 shall apply to such request.

7. Infringement

7.1 The Client agrees to use all reasonable efforts to ensure the adherence of its employees to the terms of this Agreement and agrees promptly to inform the Company if it becomes aware of any infringement of the Agreement and in these circumstances to undertake such remedial action as may be specified by the



Company acting reasonably save that the Client shall have absolute discretion regarding the implementation or otherwise of any employment measures specified by the Company.

8. **Data Protection**

- 8.1 In this Agreement **Controller**, **Data Subject**, **Personal Data**, **Processor** and **processing** shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processing**, **processed**, and **processes** shall be construed accordingly) and **international organisation** and **Personal Data Breach** shall have the respective meanings given to them in the UK GDPR.
- 8.2 The Company's obligations and the Client's rights and remedies under this Clause 8 are cumulative with, and additional to, any other provisions of this Agreement.
- 8.3 The Company confirms that the System will not limit the Client's ability to become and remain compliant with the Client's responsibilities as a Data Controller under UK GDPR.
- 8.4 The parties agree that the Client is a Controller and that the Company is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Company shall, and shall ensure its Sub-Processors and each of the Company's personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause the Client (or any other person) to be in breach of any of the Data Protection Laws. Nothing in this Agreement relieves the Company of any responsibilities or liabilities under Data Protection Laws.

Instructions

- 8.5 The Company shall only process (and shall ensure the Company's personnel only process) the Protected Data in accordance with Schedule VIII, this Agreement and the Client's written instructions from time to time except where otherwise required by applicable law (and in such a case shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). The Company shall immediately inform the



Client if any instruction (to the certain knowledge of the Company) relating to the Protected Data infringes or may infringe any Data Protection Law.

Security

- 8.6 The Company shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in Part B of Schedule VIII and shall reflect the nature of the Protected Data.

Sub-processing and personnel

- 8.7 The Company shall:
- 8.7.1 not permit any processing of Protected Data by any agent, subcontractor or other third party (except its own employees that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior approval of that Sub-Processor by the Client (for clarity, it is accepted that the Client implicitly authorises such agents, subcontractors or other third parties utilised as a Sub-Processor by the Company at the time this agreement comes into force and that the replacement by the Company of a Sub-Processor with one providing substantially the same services as those defined in Schedule IX is permitted per 8.7.2);
 - 8.7.2 inform the Client in writing of any intended changes, for example regarding replacement, of any Sub-Processor.
 - 8.7.3 ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services;
 - 8.7.4 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a contract containing the same obligations as under this Clause 8 in respect of Protected Data;
 - 8.7.5 remain fully liable to the Client under this Agreement for all the acts and omissions of each Sub-Processor and each of the Company Personnel as if they were its own; and



8.7.6 ensure that all persons authorised by the Company or any Sub-Processor to process Protected Data are reliable and:

8.7.6.1 Informed of the confidential nature of the Protected Data and that they must not disclose Protected Data;

8.7.6.2 subject to a contractual obligation to keep the Protected Data confidential; and

8.7.6.3 provide relevant details and a copy of each agreement with a Sub-Processor to the Client on request.

Assistance

8.8 The Company shall:

8.8.1 promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Client may require in relation to the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR (and any similar obligations under applicable Data Protection Laws); and

8.8.2 provide such information, co-operation and other assistance to the Client as the Client reasonably requires (taking into account the nature of processing and the information available to The Company) to ensure compliance with the Client's obligations under Data Protection Laws, including with respect to:

8.8.2.1 security of processing;

8.8.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);

8.8.2.3 prior consultation with a supervisory authority regarding high risk processing; and

8.8.2.4 any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement, including (subject in each case to the Client's prior written authorisation) regarding any notification of the Personal Data Breach to supervisory authorities and/or communication to any affected Data Subjects.

8.9 The parties shall bear the reasonable costs of the Company's compliance with clause 8.8 equally.



- 8.10 The Company shall (at no cost to the Client) record and refer all requests and communications received from Data Subjects or any supervisory authority to the Client which relate (or which may relate) to any Protected Data promptly and shall not respond to any without the Client's express written approval and strictly in accordance with the Client's instructions unless and to the extent required by law.

International transfers

- 8.11 The Company shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the UK or the EEA or to any international organisation without the prior written consent of the Client (which may be refused or granted subject to such conditions as the Client deems necessary), except where otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

Records and audit

- 8.12 The Company shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of the Client. Such records shall include all information necessary to demonstrate its and the Client's compliance with this Clause 8, the information referred to in Articles 30(1) and 30(2) of the UK GDPR and such other information as the Client may reasonably require from time to time. The Company shall make copies of such records available to the Client promptly on request from time to time. For clarity, such processing is deemed to be that which is manually performed by The Company as opposed to that which is performed by the Software.
- 8.13 The Company shall (and shall ensure all Sub-Processors shall) promptly make available to the Client (at The Company's cost) such information as is required to demonstrate The Company's and the Client's compliance with their respective obligations under this Clause 8 and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose at the Client's request from time to time. The Company shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such



audit or inspection upon reasonable prior notice and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

Breach

- 8.14 The Company shall without undue delay
- 8.14.1 notify the Client if it (or any of its Sub-Processors or the Company personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data; and
 - 8.14.2 provide all information as the Client requires to report the circumstances referred to in this Clause 8.14 to a supervisory authority and for the Client to notify affected Data Subjects under Data Protection Laws.

Deletion/return

- 8.15 The Company shall as soon as reasonably practicable and in any event with ten Business Days of the Client's written request, either delete or securely provide all the Protected Data to the Client in the form of the Data Extract (whose scope is defined within Schedule VI) after the earlier of:
- 8.15.1 30 days after the end of the provision of the relevant Services related to processing of such Protected Data; or
 - 8.15.2 once processing by the Company of any Protected Data is no longer required for the purpose of The Company's performance of its relevant obligations under this Agreement,
- and delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, The Company shall inform the Client of any such requirement or that the data resides on securely-stored backup media whose sole purpose is to facilitate a full system restore in the event of system failure).
- 8.16 This Clause 8.15 shall survive termination or expiry of this Agreement for any reason.

9. Term and Cancellation of Agreement

- 9.1 This Agreement shall take effect from the Implementation Commencement Date and shall be for the Initial Contract Term unless terminated earlier in accordance with this Agreement.



- 9.2 After the Initial Term has expired, this Agreement shall, if not terminated by either party by notice in writing to the other party at least 30 days prior to the end of the Initial Term, continue in force on the same terms and conditions for renewal periods of one year (each being a “Renewal Term”), until terminated by either party on not less than three months’ notice in writing to the other party with such notice to expire at the end of the relevant Renewal Term. Unless otherwise set out in Schedule III, each Renewal Term will incur a 5% increase in the Hosted Service Fee and any other recurring fees set out in Schedule III.
- 9.3 Either party may terminate this Agreement forthwith as follows:
- 9.3.1 by notice to the other party if there is any material breach of this Agreement by the other party, which is, in the reasonable opinion of the terminating party, incapable of being remedied; or
 - 9.3.2 by notice to the other party if there is any other material breach of this Agreement by the other party, which is, in the reasonable opinion of the terminating party, capable of remedy and which is not remedied within 20 Business Days of such notice; or
 - 9.3.3 by giving 10 Business Days' notice to the other party if an event of Force Majeure affecting the other party prevails for a continuous period of more than 30 Business Days; or
 - 9.3.4 by notice to the other party if the other party convenes a meeting of its creditors; or
 - 9.3.5 by notice to the other party if a proposal is made by the other party for a voluntary arrangement within part I of the Insolvency Act 1986 or any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors; or
 - 9.3.6 by notice to the other party if the other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 9.3.7 by notice to the other party if a trustee, receiver or administrative receiver or similar officer is appointed in respect of all or any part of the other party's business or assets; or



9.3.8 by notice to the other party if a petition is presented or a meeting is convened for the purpose of considering a resolution (or other steps are taken) for the winding-up of the other party otherwise than for the purpose of an amalgamation or reconstruction; or

9.3.9 by notice to the other party if a petition is presented for an administration order in respect of the other party.

9.4 Termination of this Agreement shall be without prejudice to any accrued rights of either party.

9.5 Clauses 1, 3, 4.2, 6, 8 and 9 shall survive termination of this Agreement.

10. Invoicing

10.1 Invoices for the Hosted Service Fee will be issued Annually in advance from the Implementation Commencement Date and will become due 30 days later.

10.2 Invoices for the Setup Fee will be issued on the Implementation Commencement Date and will become due 30 days later.

10.3 Invoices for the Funded Development will be issued on the Implementation Commencement Date and will become due 30 days later.

10.4 Invoices for all other Fees will be issued at the start of each Month following the Month in which the work has been performed and will become due 30 days later.

10.5 Any invoice that remains unpaid after 45 days of the invoice date will result in the suspension of the Service until payment is received by the Company's bank.

11. General

11.1 This Agreement (including the Schedules) contains the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement.



- 11.2 Except for the payments specifically agreed in this Agreement, each party is responsible for its legal and other costs in relation to the preparation and performance of this Agreement.
- 11.3 Provisions which by their terms or intent are to survive termination of this Agreement will do so.
- 11.4 The parties are independent businesses and not partners, joint venturers, principal and agent, or employer and employee, or in any other relationship of trust to each other.
- 11.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.
- 11.6 Without prejudice to clause 11.5, if the Company is liable under this Agreement the Client may recover from the Company, as agent and trustee for the Client's affiliates, any sum in respect of the Client's affiliates losses arising from the breach or other cause giving rise to such liability and, for the purposes of this clause 11.5, the Company agrees that losses of any Client affiliate shall be deemed to be losses of the Client.
- 11.7 Save as provided in clause 11.8, no party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other's prior written consent or except as expressly permitted in this Agreement.
- 11.8 The Client may assign or novate this Agreement to any of its affiliates provided that:
 - 11.8.1 the liability of the Company under this Agreement will continue to be subject to the same limitations, exceptions and exclusions under this Agreement and such liability shall not be increased by reason of the novation or assignment; and
 - 11.8.2 the Client gives the Company reasonable notice of its intention to assign or novate this Agreement.
- 11.9 No amendment or variation of this Agreement will be valid unless agreed in writing by an authorised signatory of each party.



- 11.10 If any clause in this Agreement (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Agreement as soon as possible.
- 11.11 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.12 Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Agreement.
- 11.13 This Agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement. This Agreement shall not be effective until each party has signed one counterpart.
- 11.14 If there is a dispute between the parties in relation to any matter under this Agreement, the parties' respective representatives shall meet to try to resolve any such dispute and if they fail to do so with a reasonable time the matter in dispute shall be referred to a senior manager of Company and the Client respectively, for them to try to resolve the matter in dispute, failing which the provisions of clause 11.15 shall apply.
- 11.15 This Agreement is governed by the law of England and Wales. All disputes under this Agreement not otherwise resolved by the parties in accordance with the process set out in clause 11.14 (Dispute resolution) shall be subject to the exclusive jurisdiction of the courts of England and Wales.



SCHEDULE II – SPECIFICATION OF SERVICES

Services

- Provision of an Hireserve ATS System. The System will be available to the Client 24 hours a day, 365 days per annum (366 days per annum in a leap year) (the "**Availability Period**") on a hosted basis (SaaS) for the purposes of facilitating the recruitment by the Client of staff to work for the Client.
- Provision of technical and user support via telephone and the internet (e-mail and web) between the hours of 09:00 and 17:30 on Business Days. The Company shall promptly respond to all requests from the Client for support and shall give priority to those requests concerning the operation/availability of the System.
- Software upgrades to Hireserve ATS as determined by the Company to improve functionality or address software defects or other cases deemed necessary by the Company.
- Implementation services as described in Schedule V.



SCHEDULE III – FEES AND USAGE

All Fees are in GBP exclusive of VAT at the prevailing rate. Reasonable and proper expenses will be recharged at cost. Expenses for travel either by public transport or by car to Client offices or other locations agreed with the Client shall be assumed to be approved by default. Other expenses will not be incurred without prior approval of the Client.

Description	Cost (one off)	Cost (annual)
Recurring Fees (annual)		XXXXX
Hosted Service Fee (headcount not to exceed Client Licensed Headcount)		
Set-up fees (as defined in "Schedule V")	-	
Implementation		
Set-up fees (as defined in "Schedule VII")	-	
Funded Development		
Set-up fees related to infrastructure		
1 st SSL (per certificate installation/renewal – one per domain – assumed purchased by the Client)	-	
Totals	-	XXXXX

The Recurring Fees will be increased on each anniversary of this agreement by 5%

Some specific options are available to be purchased in the future at the prices shown.

Optional Feature	Cost (one off)	Cost (annual) £ or % of hosted service fee
Additional SSL certificate installation / replacement (if customer has more than 1 domain)		
Multi-brand (per additional brand / domain)		
Facebook Plugin		
Pre-employment Checks Module		
CV Parsing		
SMS (including 5,000 credits)		
Additional 5,000 SMS credits		



Integration with Broadbean [1] for multi-posting
Integration with SHL / TalentQ / Saville / CAPP / Psychruit / InVista for online testing / assessment [1]
Integration with SONRU / Launchpad for video interviewing* [1]

[1] requires separate commercial arrangement with the 3rd party providing the service indicated

Additional consultancy / training / development work will be quoted based on a rate of 1,000 per day.



SCHEDULE IV – SYSTEM SPECIFICATION

Hireserve ATS is a packaged application comprising:

- a Candidate portal for job searching and applications; and
- a back office for managing Candidates, vacancies, applications, reporting, approval workflows etc.

Schedule V sets out numerous other characteristics and functions of the System that shall be deemed part of the System Specification and relate to those features either in use or available to the Client within the annual charges defined in Schedule III.



SCHEDULE V – IMPLEMENTATION SERVICES

The fixed-price implementation services will deliver the items identified below. The “Qty Limit” column defines the number of items covered within the agreed cost (where a quantity is a relevant measure of work to be performed).

Implementation Service Item	Included	Qty Limit
Fully branded Client recruitment site (vacancy listing, job alerts, apply on-line, review history etc.) – HTML templates to be provided by the customer. Full support for mobile device search and apply.	●	1
Vacancy approval workflow	●	
Vacancy publication to own web site (internet & intranet)	●	
Post vacancies to job boards via Broadbean[1]	-	
Post vacancies to Twitter	●	
Agency Portal (for agency to submit applications) including agency CV submission form	●	
Application forms (may be multiple sections)	●	
All candidate statuses and correspondence	●	
All internal correspondence (e.g. account creation, password reset etc.)	●	
HTML branding for all e-mails	●	
Hiring Manager Access	●	
Offer confirmation Workflow to capture offer details	●	
Offer paperwork & contract generation	●	
Automated reference requests	●	



hireserve

applicant tracking solution

Set-up Report Builder	•	
Set-up initial users, menus and "user groups" to manage access	•	
Unlimited HR users	•	
Unlimited Manager users	•	
Refine all web site & e-mail texts per customer request	•	
Train HR users	•	
Hireserve ATS Facebook Plugin	-	
Set-up SMS account	-	
Set-up On-line Testing (e.g. SHL/CEB, TalentQ, Saville) [1]	-	
Set-up On-line Interviewing (SONRU, Launchpad) [1]	-	

[1] requires separate commercial arrangement with the 3rd party providing the service indicated



SCHEDULE VI – DATA EXTRACT SPECIFICATION

The "Set-up Data" and "Transactional Data" will be generated into a single file for each underlying main database table. These files are in CSV format. The CSV files will be presented to the Client in a single ZIP file.

Candidate CVs are generated into a single ZIP file.

Candidate Application Forms (PDF) are generated into a single ZIP file.

Job documents are generated into a single ZIP file.

The output of the Data Extract is therefore 4 ZIP files.

For clarity the data that is included within the standard Data Extract is:

Set-up Data

- Value sets (driving all user-defined drop-down lists)
- Tracking Types (the definitions of candidate statuses)
- E-mail Library (all user-defined email content)

Transactional Data

- Jobs – name, ID, alternate ID, reference number, organisation ID, publication start and end dates, all job classifications, job advertisement text (including any HTML tags used by the customer within that text)
- Candidates – all columns plus the filename of the candidate's CV document
- Candidate History – all columns
- Organisations – all columns (covers Agency and Internal Organisations)
- Organisation Contacts – all columns
- Organisation History – all columns
- Organisation Locations – all columns
- Task Reminders – all columns
- Candidate Skills – all columns (if candidate skills collected and mapped in the Client's implementation)
- Candidate Qualifications – all columns (if candidate qualifications collected and mapped in the Client's implementation)
- Candidate Schools – all columns (if candidate schools attendance collected and mapped in the Client's implementation)
- Candidate Employment History – all columns (if candidate employment history collected and mapped in the Client's implementation)



Documents

- Candidates' CVs (in format supplied by Candidate)
- Candidates' Application Forms (PDF, as generated by the Software upon application submission by the candidate)
- Job Documents (those attached to job vacancies)

ZIP File Naming Format

Set-up and Transactional Data ZIP File	DATA DUMP: CSV < DD Mon YYYY HH:MI:SS>
CV Documents ZIP File	DATA DUMP: CV DOCS < DD Mon YYYY HH:MI:SS>
Application Form Documents ZIP File	DATA DUMP: APP_FORM DOCS < DD Mon YYYY HH:MI:SS>
Job Document Documents ZIP File	DATA DUMP: JOB DOCS < DD Mon YYYY HH:MI:SS>

File Name Format within Document ZIP files

Each Documents ZIP file will contain multiple documents (CVs, Application Forms or Job Documents) and the documents are named according to the following convention

CVs	CV_ <candidate_id>_ <candidate name>_ <internal doc id>.<file extension> e.g. CV_21772_Eric_Smith_1299830.docx
Application Forms	APP_FORM_ <candidate_id>_ <candidate name>_ <internal doc id>_jobref_ <job reference number>.<file extension> e.g. APP_FORM_21772_Eric_Smith_1299829_jobref_899.pdf
Job Documents	<doc_library_doc_type>_ <job_id>_ <internal doc id>_jobref_



	<job reference number>.<file extension> e.g. INTERVIEW_SCRIPT_155523_20299_jobref_854.doc
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SCHEDULE VII – FUNDED DEVELOPMENT

There is no funded development agreed between the parties for this agreement.



SCHEDULE VIII – DATA PROTECTION

Part A: Data processing details

Processing of the Protected Data by the Company under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Part A.

Subject-matter of processing:

Applicant personal data derived from applications for employment with the Client

Duration of the processing:

For the duration of this agreement plus 30 days

Nature and purpose of the processing:

To effectively identify the most suitable people for employment opportunities within the Client in accordance with the terms of this Agreement

Type of Personal Data:

Name, address, contact details, equality & diversity data, employment, skills and education history; any other data that the Client chooses to collect from Data Subjects.

Categories of Data Subjects:

Applicants to the Client's internal vacancies

Specific processing instructions:

The Company may collect the above mentioned Personal Data, store this Data, reproduce the Data in different forms and destroy the Data upon completion of its obligations under this Agreement

Part B: Minimum technical and organisational security measures

Without prejudice to its other obligations, the Company shall implement and maintain at least the following technical and organisational security measures to protect the Protected Data:

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful



destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Company shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(a) to 32(d) (inclusive) of the UK GDPR.



SCHEDULE IX – LIST OF SUB-PROCESSORS

Primary Service Location	Service	Sub-processor	Location of processing	Type of service by Sub-processor
UK	Application Hosting	Oracle	London (3 Locations)	Core application hosting
	CV Parsing	Daxtra	Amazon Web Services, Dublin	Extraction of data from CV documents
	SMS generation	Engagehub	UK	Generating SMS messages
	Email Transmission	Digital Ocean	London	Hireserve MTA – transmit emails
	Email Transmission	Amazon	Amazon Web Services, London	Hireserve MTA – transmit emails
	Managed Service	DSP	UK	Management of Oracle Cloud Infrastructure on behalf of Hireserve

This is a complete list of the Sub-Processors with whom the Company may contract to provide the System in its entirety to the Client. The Company reserves the right to replace any Sub-Processor with another providing substantially similar services at its own discretion.



SCHEDULE X – SUPPORT SLA

The Company strives to achieve optimal Client satisfaction and has a mature support process with on-line support tools to manage issue logging, tracking and resolution. Support issue priorities may be agreed with the Client on a case by case basis and escalation to a higher priority is always possible.

Logging Support Calls

The Client will send a problem report to the Company's help desk by e-mail to support@hireserve.com. Problems can also be reported by telephone on +44 1256 634140. All support requests received will be added to the support database which will generate a "Ticket number" which the originator can use to track progress and correspond with the Company.

One of five priorities, as described below, will be assigned to a support call and the Client may request to have the priority changed.

- | | |
|------------|---|
| Priority 1 | Client is unable to use a business-critical feature and as a result is unable to continue with the normal course of business. |
| Priority 2 | Client is unable to use an important feature and as a result is being caused major inconvenience, but is not prevented from continuing with business operation. |
| Priority 3 | Client is unable to use a feature and as a result is being caused some but not major inconvenience. |
| Priority 4 | problem being reported has minimal business impact. |
| Priority 5 | problem being reported is purely aesthetic. |



Target Response and Resolution times

Once a support call has been logged, the Company will assign the call to a support consultant for Response and Resolution. The Company's target Response and Resolution times are as follows:

Priority	Response	Resolution
Priority 1	1 hour	4 hours
Priority 2	2 hours	8 hours
Priority 3	8 hours	3 days
Priority 4	2 days	20 days
Priority 5	2 days	Next major release

Error correction

In order for the Company to be able to diagnose a suspected problem, the error condition must be reproducible.

Where it has been established that there is an error in the Software, the following procedures will be used to provide corrections.

In the case of Priority 1 errors, a workaround or solution will be provided to the Client as soon as reasonably possible. If an appropriate work around or solution is not possible, then a software patch will be produced specifically for the error as soon as reasonably possible. For clarity, the Company will



work constantly to remedy / work around the issue until the issue may no longer be classified as a Priority 1.

In the case of other errors, the Company will use all reasonable endeavours to achieve the following:

- Priority 2 provide an accepted workaround and provide a correction in the next Release.
- Priority 3 provide an accepted workaround and evaluate the suitability of providing a correction in the next Release and to do so if appropriate and feasible.
- Priority 4 evaluate the suitability of providing a correction in the next Release and to do so if appropriate and feasible.

The Company has no obligation to provide error correction services in relation to user error or incorrect use of the Software; or any fault in any hardware or software manufactured by a third party used in conjunction with the Software;

Support times

Support Services will be provided by The Company from the UK Monday to Friday, excluding English Bank Holidays between the hours of 9.00 am and 5.30 pm.

Escalation

In the event of the Client being dissatisfied with the level of support being provided in relation to one or more matters then The Company will escalate the issue to higher levels of management as follows:

1st level of escalation	Head of Services
2nd level of escalation	Managing Director

The Client shall give the person detailed above a reasonable amount of time to resolve the issue before requesting escalation to the next level. Escalation levels may change over time but will always include the option to escalate to the Managing Director.



SCHEDULE XI – HOSTING SLA - Primary Service Location = UK

This Schedule XI relates to the hosting for customers whose Primary Service Location is UK.

Target availability

The Company will make its best efforts to ensure that

- the System and Services are available to the Client during the Availability Period specified in Schedule II.
- the System does not suffer undue delays in terms of page loading and information processing when in use by a number of Candidates and/or employees of the Client, provided that such usage does not exceed the levels specified in Schedule III.

If the System and Services do become unavailable at any point and/or the System begins to suffer delays as described above, upon receipt of notification from the Client, the Company shall use all reasonable efforts to make the System and Services available again, and/or resolve the problems causing delay, as quickly as possible.

If the System and Services are available for less than:

- 99.9% of the time during normal business hours (being 9.00 to 17.30 each Business Day) in any Quarter; or
- 99.5% of the remaining Availability Period (but excluding any scheduled maintenance to the System notified to the Client in advance) in any Quarter,

the Company shall promptly pay the Client, upon request, a service credit of 10% of the annual Hosted service Fee pro-rated for that Quarter ("Service Credit"). Such requests for credit must be communicated by writing or email within 14 days of the end of the Quarter for which the credit is being requested.

Security and Resilience

The Company takes great care to maintain as close to 100% service availability as is possible. However, on occasion, events beyond its control can cause system failure. The Company has given due consideration to the nature and likelihood of these and the following describes the measures we have taken to provide continuity of service.



It is imperative that the Company's customers are made aware of any hosting difficulties which may affect their use of the System. In the event of a service interruption, the Company will ensure that customers are kept fully informed of events, progress and receive a statement detailing the cause and steps taken to prevent any recurrence.

Disaster Recovery

The Company operates a high availability solution provided by its Hosting service provider identified in Schedule IX (reference to "Application Hosting" within that Schedule). The architecture of the platform is designed to provide fault tolerance at all levels so that service can be continued without interruption. The architecture includes a full replica of the systems and data such that in the event of an unrecoverable failure (as a result for example of fire, flood or civil disturbance rendering the data centre unusable) occurring, service can be continued on the backup systems with minimal loss of data.

In a DR scenario, Hireserve's DR RPO (recovery point objective) is 4 hours and its RTO (recovery time objective) is 48 hours.



Agreed on behalf of the Client

Date: _____

Signature _____

Name: _____

Position: _____

Agreed on behalf of the Company

Date: _____

Signature _____

Name: _____

Position: _____