

TRIBEPAD LIMITED



And

CUSTOMER NAME

add customer logo here

AGREEMENT

This AGREEMENT is made on the **day month** 2025.

BETWEEN:

(1) Tribepad Ltd, Company No. 6585098, whose registered office is at The Innovation Centre, 217 Portobello, Sheffield, South Yorkshire S1 4DP ("the Supplier"), and

(2) **Customer name**, Company No. **Registration Number**, whose registered office is **Address** (the "Customer")

Individually a "party" and collectively the "parties".

WHEREAS:

(A) The Supplier has considerable experience in developing Software as a Service ("SaaS") platforms and talent acquisition technologies, working with customers to reduce their recruitment costs per hire and increase the volume of directly hired personnel.

(B) The Supplier has developed, and the Customer wishes to utilise, the Tribepad Talent Acquisition Platform to enhance the whole application process and as such enable the Customer to run an end-to-end recruitment process.

(C) The Supplier has agreed to provide, and the Customer has agreed to take and pay for, the Tribepad Pro Talent Acquisition Platform which includes Applicant Tracking System ("ATS"), **Candidate Relationship Management ("CRM")**, **Video Screening, Onboarding and Partner Ecosystem**, subject to the terms and conditions of this Agreement.

1. Definitions

1.1. The following terms, as used herein, have the following meanings:

"Admin Users"	means those employees of the Customer who are authorised by the Customer to have admin access to the System and to use the Services in accordance with this Agreement;
"Agreement"	means this Agreement and its schedules;
"Aggregated Data"	means any data gathered and used by the Supplier in an aggregate and anonymous manner as described in clause 8.5.
"Applicable Law"	means and all laws, legislation, statutes, regulations, by-laws, decisions, notices, orders, rules (including any rules or decisions of court), local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, and voluntary codes that are applicable to the provision of Services from time to time;
"ATS"	means Applicant Tracking System, the core functionality of the System which allows candidates to apply for roles advertised by the Customer, and allows Customer Users to process those candidates through interview to hire;
"Availability"	means the status of the System as an operable and accessible application with Users being able to connect to the System via the internet 24 hours per day, 365 days per year, and the System working in accordance with the Specification. References in this Agreement to the "Availability" of the System, and the System being "Available", shall be construed accordingly;
"Change of Control"	shall be as defined in section 1124 of the Corporation Tax Act 2010;
"Confidential Information"	means all information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, customers and suppliers of a Party or its sub-contractor, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential including any commercially sensitive information, but excluding any Aggregated Data;
"Customer Data"	means the data inputted by the Customer, Users, Admin Users, potential candidates or the Supplier on the Customer's behalf, and held in the System for the purpose of using the Services or facilitating the Customer's use of the System and Services, but excluding any Aggregated Data;
"Customer Personal Data"	Means any personal data which the Supplier processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer;
"Data Protection Laws"	(a) To the extent the UK GDPR applies, the law of the United Kingdom ("UK") or of a part of the UK which relates to the protection of personal data. (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.
"Data Request"	means any request, complaint or other communication received by The Supplier (or any party acting on behalf of The Supplier) (i) from a Data Subject to have access to their Personal Data in accordance with the Data Protection Laws or (ii) which relates directly or indirectly to the processing of any Personal Data in connection with the Agreement;

“Deliverable”	Means a defined level of functionality or other preset milestone within a particular phase of the Set Up Services, as described in the Project Plan or as otherwise agreed between the parties in writing;
“Documentation”	means the Tribepad Support Manual and such other documents as are made available to the Customer by the Supplier online via the Tribepad Platform which sets out the user instructions, how-to guides, FAQs and videos for all aspects of the System;
“Effective Date”	means the date of signature of both parties to this Agreement;
“GDPR”	means the Data Protection Act 2018, the UK’s implementation of the General Data Protection Regulation (GDPR);
“Fees”	means the set-up fees and recurring subscription fees payable by the Customer to the Supplier, as set out in Schedule 2;
“FTE”	means Full Time Equivalent which is a measure of the number of employees working in the Customer’s organisation;
“Go Live Date”	means the date the System becomes operational for The Customer;
“Good Industry Practice”	means in relation to any undertaking and any circumstances, the exercise of a similar level of skill, diligence, prudence, foresight and judgement that would reasonably be expected from a skilled person engaged in the same type of services under the same or similar circumstances;
“Heightened Cybersecurity Requirements”	means any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer, and Admin User or a User relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time;
“Hosting Facility”	means the place where the servers are located containing the Tribepad Platform which is an ISO27001:2022 compliant certified hosting provider;
“Initial Term”	means the initial term of this Agreement specified in clause 2.1, commencing on the Effective Date;
“Intellectual Property Rights” or “IPR”	means any and all patents, trademarks, trade names, service marks, copyright, moral rights, rights in design, rights in databases, know-how, Confidential Information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the UK or any other part of the world together with all or any goodwill relating thereto;
“Job Booster”	means the recruitment advertising feature which enables customers to place paid job advertisements to job boards, via the Tribepad platform, as set out in Schedule 1 and 2 of this Agreement;
“Persistent Breach”	means three (3) breaches of this Agreement in any rolling period of twelve (12) months, whether such breaches are of the same, similar or different provisions and whether or not such breaches are material breaches and/or can be remedied;
“Project Plan”	means the estimated timetables for the completion of the Set Up Services, as set out in Schedule 1;
“SLA”	means the Service Level Agreement applicable to the Support Services, as set out in Schedule 3 of this Agreement;
“Services”	means all the services to be provided by the Supplier to the Customer under this Agreement, including: • the Set Up Services; • the Subscription Services;

	the Support Services, as applicable, given the context in which the term Services is used;
“Service Interruption”	means the Tribepad Platform is inaccessible and unable to be used by candidates or the Customer;
“Set Up Services”	the configuration and related work referred to in Clause 4 and the Project Plan, to be performed by the Supplier to set up the System in accordance with the Specification.
“Software”	means the Supplier’s proprietary software applications provided as part of the Services, including any error corrections, updates, upgrades, modifications and enhancements to it provided to the Customer under this Agreement;
“Specification”	means the functionality and performance specifications and features/modules of the Tribepad Platform selected by the Customer and set out in Schedule 1;
“Subscription Services”	means the services purchased by the Customer pursuant to clause 5 and the Specification which entitle Users and Admin Users to access and use the System and the Services in accordance with this Agreement;
“Supplier Personal Data”	means any personal data which the Supplier processes in connection with this Agreement, in the capacity of a controller;
“Support Services”	means the support services referred to in Clause 6 and the SLA to be provided by the Supplier under this Agreement;
“System”	means the Tribepad Talent Acquisition Platform configured to the Specification;
“Term”	means the term of this Agreement, being the Initial Term together with any subsequent renewal periods as described in clause 2;
“Third Party Intellectual Property Rights”	means any Intellectual Property Rights belonging to a third party;
“Tribepad Platform”	means the platform which encompasses the Supplier’s Applicant Tracking System (ATS), Candidate Relationship Management (CRM), community features and additional modules such as Video Interviewing, Partner Ecosystem and Onboarding, if such modules are selected by the Customer as set out in the Specification;
“UK GDPR”	has the meaning given to it in the Data Protection Act 2018;
“Users”	means those employees of the Customer who are authorised by the Customer to login to use the System in accordance with this Agreement, with access only to their own business unit information. (Also see Admin Users);
“Variable Fees”	Fees payable for Email and/or Storage and/or SMS and/or Video Interviewing packages, plus any other fees which relate to third party charges paid by the Supplier in respect of the Services provided to the Customer;
“Virus”	means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
“Working Day”	means Monday to Friday excluding public holidays in England;
“Working Hours”	means 9:00AM to 17:00PM (local UK time) Monday to Friday excluding public holidays in England;

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4. A reference to a statute or statutory provision is a reference to it as amended from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.
- 1.6. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Term and Basis of Agreement

2.1. Term

Subject to earlier termination in accordance with Clause 20, this Agreement shall commence on the Effective Date and shall continue for the Initial Term of **thirty six (36)** months from the Effective Date.

2.2. Renewal

- 2.2.1. The Supplier will contact The Customer at least four (4) months prior to the expiry of the Initial Term to begin good faith negotiations, to secure an extension of this Agreement or a further agreement upon mutually acceptable terms.
- 2.2.2. On expiry of the Initial Term, this Agreement shall automatically renew for 12-month periods with the Recurring Fees increasing by 25% plus the RPI price review policy set out at clause 3.8.1, unless:
 - 2.2.2.1. either party notifies the other, in writing, at least ninety (90) days before the end of the then current term; or
 - 2.2.2.2. the parties have agreed other terms which shall apply, by way of a variation to this Agreement, or a new agreement being entered into between the parties, immediately following the expiry of the then current term.

3. Fees and Payment

- 3.1. The Customer shall pay the Fees relating to the Services as detailed in Schedule 2.
- 3.2. The Supplier will invoice the Customer for the Set-Up Fee on the Effective Date.
- 3.3. The Supplier will invoice the Customer for the annual service fee on the Effective Date. Subsequent **annual** subscription invoices shall be issued on each **anniversary** of the Effective Date.
- 3.4. The Customer shall pay each Set-Up or service fee invoice, within twenty eight (28) days of the invoice date.
- 3.5. The Customer shall pay each Job Booster usage invoice within twenty eight (28) of the invoice date. Service fees for Job Booster shall be treated as annual service fees and paid as such. Pricing for job advertising usage is provided via third-party partners and will change from time to time. All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to the Supplier's invoice(s) if applicable at the appropriate rate.
- 3.6. The Customer consents to the Supplier raising additional invoices at the appropriate Day Rates set out in Schedule 2 where The Customer requests an extension to the Set Up Service, or causes the project plan to be extended by action or inaction.
- 3.7. Should The Customer fail to make any undisputed payment in full on the due date, and without prejudice to any other rights and remedies of the Supplier, the Supplier:
 - 3.7.1. shall be under no obligation to provide and may restrict access to any or all of the Services while the invoice(s) concerned remain unpaid;
 - 3.7.2. may charge interest on the outstanding amount. Such interest shall accrue daily at the annual rate of 5% above the base rate of Natwest plc bank from time to time, commencing on the due date and continuing until fully paid, whether before or after judgement.
- 3.8. The Supplier shall be entitled to:
 - 3.8.1. Increase the second and subsequent years' Annual Subscription Fees, as set out in Schedule 2 of this Agreement, with effect from the anniversary of the Effective Date each year during the Term, to reflect increases in the Retail Prices Index (RPI) during the previous year. Any such increase shall not exceed (in percentage terms) the average of the monthly percentage increase in the Retail Price Index published by the Office of National Statistics since the previous increase (or, where there has been no previous increase, since the Effective Date). The Supplier shall give the Customer thirty (30) days prior notice in writing of such changes; and
 - 3.8.2. adjust the Variable Fees at any time to reflect increases in the cost to the Supplier of providing any services for which the Supplier incurs a direct third-party cost, provided that no change to the Variable Fees will be greater than 20% from those in force as at the Effective Date and no change to the Variable Fees will take place more than once in any 12 month period. The Supplier shall give the Customer not less than one month's prior notice in writing of such changes.
- 3.9. Any remittance notices or invoice queries should be directed to accounts@tribepad.com

4. Set Up Services

- 4.1. The Supplier shall perform the Set Up Services in accordance with the timetable set out in the Project Plan. The Supplier shall use reasonable endeavours to meet the performance dates set out in the Project Plan, but any such dates shall be estimates only, and time shall not be of the essence in this Agreement.
- 4.2. On completion of each Deliverable, the Customer shall be able to access the Deliverable online in a test area of the Tribepad Platform.
- 4.3. The Customer agrees and acknowledges that only test data is to be input into any test area (sometimes referred to as User Acceptance Testing - UAT), of the Tribepad Platform and will ensure that Users and Admin Users do not input any Personal Data into the test area of the Tribepad Platform. Any such data entered into the test area will only be stored for up to twelve (12) months.
- 4.4. Within five working days of the Supplier's delivery to the Customer of any Deliverable, the Customer shall review the Deliverable within the test area of the Tribepad Platform to confirm that it functions in material conformance with the applicable portion of the Specification. If the Deliverable fails in any material respect to conform with the applicable portion of the Specification, the Customer shall give the Supplier a detailed description of any such non-conformance ("Error"), in writing, within the five working day review period.
- 4.5. With respect to any Errors contained in any Deliverables delivered to the Customer during the Set Up Services, the Supplier shall use reasonable endeavours to correct any such Error within a reasonable time and, on completion, submit the corrected Deliverable to the Customer vi the test area of the Tribepad Platform. The provisions of clause 4.4 and this clause 4.5 shall then apply again, up to five additional times. If the Supplier is unable to correct such Error after five attempts, either party may terminate this Agreement subject to the provisions of Clause 20.
- 4.6. If the Customer does not provide any written comments in the five-day period described above, or if the Deliverable is found to conform with the Specification, the Deliverable shall be deemed accepted by the Customer.

5. Subscription Services

- 5.1. During the Term, the Supplier shall provide the Subscription Services.
- 5.2. Subject to the Customer paying the subscription fees in accordance with Clause 3.3 and Schedule 2, the restrictions set out in this Clause 5 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Users and Admin Users to use the System, the Documentation and Services in accordance with their user rights during the Term solely for the Customer's recruitment process for its business operations.
- 5.3. In relation to the Users and Admin Users, the Customer undertakes that:
 - 5.3.1. the Customer's access to the Services shall be limited to the number of individual Users and individual Admin Users, being employees or authorised independent contractors of the Customer as set out in Schedule 1;
 - 5.3.2. the Customer shall maintain a written list of current Users and Admin Users of the System, and the Customer shall provide such list to the Supplier as may be reasonably requested by the Supplier from time to time;
 - 5.3.3. The Customer shall ensure that only those Users and Admin Users who need access to the Platform are provided with access;
 - 5.3.4. the Customer shall ensure that each User and Admin User keeps a secure password for their use of the Software and that each User and Admin User keeps their password confidential;
 - 5.3.5. the Supplier may audit the System in order to establish the name of each User and Admin User and the Customer's data processing facilities to audit compliance with this Agreement. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
 - 5.3.6. if any such audit reveals that passwords have been provided to individuals who are not Users or Admin Users, and without prejudice to the Supplier's other rights, the Customer

shall promptly disable such passwords and shall not issue any new passwords to such individuals; and

5.3.7. if any such audit reveals that the Customer has underpaid subscription fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in Schedule 2 within twenty (20) Working Days of the date of the relevant audit.

5.4. In relation to the System:

5.4.1. the Supplier hereby grants to the Customer on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable licence to allow Users and Admin Users to access the System through the Tribepad Platform and to use the System solely for the purposes of the Customer's business recruitment process;

5.4.2. the Customer shall not access, store, distribute, introduce or transmit any:

5.4.2.1. Viruses; or

5.4.2.2. material during the course of its use of the System that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

5.4.3. The Customer shall not:

5.4.3.1. except as may be allowed by any applicable law and except to the extent expressly permitted under this Agreement:

5.4.3.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the System, Tribepad Platform, Software and/or Documentation (as applicable) in any form or media or by any means; or

5.4.3.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

5.4.3.2. access all or any part of the System, Software and/or Documentation in order to build a product or service which competes with the Tribepad Platform, Software and/or Documentation; or

5.4.3.3. use the System and/or Documentation to provide services to third parties; or

5.4.3.4. licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the System and/or Documentation available to any third party except the Users and Admin Users, or

5.4.3.5. attempt to obtain, or assist third parties in obtaining, access to the System and/or Documentation, other than as provided under this clause 5; or

5.4.3.6. introduce or permit the introduction of any Virus into the Supplier's network and information systems.

5.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the System and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

5.6. The rights provided under this Agreement are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

6. Support Services

6.1. During the Term, the Supplier shall provide the Support Services during Working Hours and in accordance with the SLA with effect from the start of the month after the Set Up Services have been satisfactorily completed.

6.2. The Customer will be responsible for support to their Users.

6.3. The Supplier will only accept support requests from Admin Users of the Customer.

6.4. The Supplier commits to providing at least 99.9% Availability of the System, measured on a monthly basis.

6.5. The Supplier shall not be responsible for Service Interruptions to the extent caused due to the following:

- 6.5.1. the Customer caused Service Interruption due to the Customer's use of the System.
- 6.5.2. internet or the Customer's network problems outside of the Hosting Facility.
- 6.5.3. work properly performed by The Supplier at the Customer's request.

7. Security

- 7.1. The Supplier will use the following security measures to ensure the security of the System:
 - 7.1.1. HTTPS access to the System via a web browser;
 - 7.1.2. Database servers using Structured Query Language ("SQL") user level authentication;
 - 7.1.3. configurable System security settings to set up a standard set of Users and Admin Users for the System that each have differing levels of access to the System; and
 - 7.1.4. any other security measures expected in accordance with Good Industry Practice.
- 7.2. The Supplier will notify the Customer without undue delay on becoming aware of any security breach involving the Customer Data.
- 7.3. The Supplier shall provide the Hosting Facility within the UK, unless otherwise specifically agreed and set out in Schedule 1.
- 7.4. The Supplier shall inform the Customer in advance if it intends to move its Hosting Facility outside the UK, in which case the Customer reserves the right to terminate the Agreement with effect from the date the Hosting Facility is moved outside the UK, with no further commitment to pay the subscription fees.
- 7.5. The Supplier will only use ISO 27001 compliant hosting providers for its customer databases. Whilst the Supplier cannot physically monitor these hosting premises, as this in itself would contravene ISO 27001 responsibilities of the hosting provider, the Supplier is responsible for the security of the web servers and databases providing the System. However, the Supplier is only responsible for the security of facilities under its direct control and not that of any third parties.
- 7.6. The Supplier will maintain accreditation for ISO27001 and Cyber Essentials Plus.
- 7.7. The Supplier will ensure all staff with System access undergo DBS checks relevant to their role and system access.

8. Customer Data

- 8.1. The Customer shall own all rights, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Data.
- 8.2. The Supplier shall promptly comply with any written request by the Customer to remove any Customer Data from the System or to prevent any person from gaining access to the System. In the event that the Customer requests the Supplier to remove any Customer Data the Customer shall provide the Supplier with at least ten (10) Working Hours' notice, in writing, backed up by a telephone call.
- 8.3. The Supplier has no duty (unless Applicable Laws provide otherwise) to pre-screen, control, monitor or edit the Customer Data.
- 8.4. The Customer agrees that the Supplier may access and use Customer Data for the purposes of providing support to the Customer and Admin Users when requested, for security purposes, to develop and improve the System and Services as part of internal data processes, as permitted by Applicable Law and this Agreement and/or for the purposes of collecting and aggregating data as described in clause 8.5.
- 8.5. The Supplier may monitor use of the System by all of its customers and candidates and use the information gathered in an aggregate and anonymous manner. The Customer agrees that the Supplier may:
 - 8.5.1. use and publish such information, provided that such information does not identify the Customer or any individual. For clarity, any data provided to other customers, or third parties will only be in an aggregated and anonymous manner; and
 - 8.5.2. use Customer Data in an anonymised manner for reporting purposes, including providing aggregated data reports to the Customer, to other customers and for marketing purposes, and for machine learning that supports certain product features and/or functionality within the Tribepad Platform.

- 8.6. The Customer agrees that, unless detailed otherwise in Schedule 1 and Schedule 2, any candidate data, including CVs and other documents, older than two years will be automatically deleted from the platform. Candidates who are in an 'Accepted' or 'Hired' status are excluded from this automatic deletion process.

9. Data Protection

- 9.1. For the purposes of this Clause 9, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.
- 9.1.1. The Customer is the Data Controller;
- 9.1.2. The Supplier is the Data Processor;
- 9.1.3. Any Sub-Processors are detailed in Schedule 4.
- 9.2. Both parties will comply with all applicable requirements of Data Protection Laws. This Clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under applicable Data Protection Laws.
- 9.3. By entering into this Agreement, the Customer consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by the Supplier in connection with the processing of Supplier Personal Data, provided these are in compliance with the then-current version of the Supplier's privacy policy available at <https://tribepad.com/privacy-and-cookies-policy/> ("Privacy Policy"). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.
- 9.4. The Customer must provide their own Privacy Policy and Terms and Conditions which End Users must agree to in order to use the Service.
- 9.5. Without prejudice to the generality of Clause 9.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Supplier Personal Data and Customer Personal Data to the Supplier and/or lawful collection of the same by the Supplier for the duration and purposes of this Agreement.
- 9.6. In relation to the Customer Personal Data, Schedule 4 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 9.7. Without prejudice to the generality of Clause 9.2 the Supplier shall, in relation to Customer Personal Data:
- 9.7.1. process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes of and to the extent necessary to provide the Services and perform its obligations under this Agreement, unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Customer Processor Data, the Supplier shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest;
- 9.7.2. implement appropriate technical and organisational measures to prevent the (i) accidental loss or destruction of, or damage to, and/or (ii) unauthorised disclosure or access; and/or (iii) unlawful or unauthorised use or processing of, Customer Personal Data and ensure the confidentiality and security of the Customer Personal Data, having regard to the state of technological development and the cost of implementing any measures;
- 9.7.3. ensure that any personnel engaged and authorised by the Supplier to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- 9.7.4. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 9.7.5. give written notice to the Customer within five (5) days of receipt by the Supplier of any Data Request, providing details of that Data Request and co-operate with and assist the

- Customer as is reasonably required to comply with that Data Request (including, if requested, provision to the Customer of all relevant Customer Personal Data) in accordance with the Customer's reasonable instructions, but shall not, unless specifically instructed by the Customer, otherwise deal with or respond to any Data Request;
- 9.7.6. notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- 9.7.7. at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless the Supplier is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause, Customer Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and
- 9.7.8. maintain records to demonstrate its compliance with this Clause 9, Article 28 of the GDPR, and the GDPR in general, and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.
- 9.8. The Customer hereby provides its prior, general authorisation for the Supplier to:
- 9.8.1. appoint processors to process the Customer Personal Data, provided that the Supplier:
- 9.8.1.1. shall ensure that the terms on which it appoints such processors comply with applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this Clause 9;
- 9.8.1.2. shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
- 9.8.1.3. shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of applicable Data Protection Laws, the Customer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.
- 9.8.2. transfer Customer Personal Data outside of the UK as required for the purposes of providing the Services and performing its obligations under this Agreement, provided that the Supplier shall ensure that all such transfers are effected in accordance with applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).
- 9.9. If the Customer, or any of its Users or Admin Users, are located or access the System or Services from outside the UK, the provisions of Schedule 4 will apply to the transfer of Personal Data to their location.
- 9.10. The Customer warrants to the Supplier that:
- 9.10.1. it has informed the Supplier of all laws and regulations affecting the processing of Personal Data by the Supplier on the Customer's behalf and/or the transfer of Personal Data to the Customer's (or any of its User's or Admin Users) location(s) which are in force within such location(s) or any part of it and/or any surveillance measures in place within that territory which may impact on the Personal Data ("Local Data Protection Laws") at the date of this Agreement; and
- 9.10.2. it shall give the Supplier as much advance notice as reasonably possible of any prospective changes in the Local Data Protection Laws.
- 9.11. Either party may, at any time on not less than 30 days' notice, revise this Clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
- 9.12. The provisions of this clause 9 will survive the expiry or termination of this Agreement for any reason.
- 9.13. If the Supplier has any uncertainty regarding the Customer's instructions and the parameters of its processing activities in connection with them, it shall promptly notify the Customer to seek clarification on such instructions and/or parameters (as relevant).

9.14. The Supplier's Data Protection Officer is Mike Orant - dpo@tribepad.com

10. Upgrades and Maintenance Services

10.1. Upgrades

- 10.1.1. We strive to constantly update and improve Tribepad Pro to offer you the best experience and outcomes. As a result of this we may, from time to time, introduce new features and discontinue under-used features. We will provide you with advanced notice of any changes via email and our website.
- 10.1.2. From time-to-time, normally each quarter, The Supplier releases new product features and makes enhancements to existing features. Where these upgrades are available free-of-charge they will be applied automatically to Customer platforms. Customers can opt-out of these changes for a short period of time, where additional time is needed to communicate and train end-users.
- 10.1.3. Any upgrades or roll-out of new features which The Supplier instigate and have not been requested by the Customer shall be performed without cost to the Customer.
- 10.1.4. The Supplier will ensure a full backup of the System is made prior to any upgrade.

10.2. Maintenance

- 10.2.1. The System shall be Available 99.9% of 24 hours a day, seven days a week, except for:
 - 10.2.1.1. planned maintenance carried out during the maintenance window of between 01:00 and 08:00 UK time on Saturdays or Sundays; and
 - 10.2.1.2. unscheduled preventative and emergency maintenance performed outside Working Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least six (6) Working Hours' notice in advance.
- 10.2.2. The Supplier may, from time to time, require Admin Users and Users to log off the System for preventative or emergency maintenance during Working Hours. The Supplier will provide at least two (2) hours' advance notice when this will occur, via online messages, email and/or telephone contact with all Admin Users and Users.
- 10.2.3. The Supplier may, at the Customer's request, make changes to the System during Working Hours

11. Backup and Disaster Recovery Services

- 11.1. Customers will be hosted in Amazon Web Services UK zone unless otherwise agreed in Schedule 1. Amazon's Availability Zones are utilised to provide resilience and support our availability SLA.
- 11.2. The Supplier shall ensure that encrypted backups of The System and Customer data are taken daily and retained for one week.
- 11.3. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with its archiving procedure described in clause 11.1.
- 11.4. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which the Supplier shall remain fully liable).

12. The Customer Obligations

- 12.1. The Customer shall:
 - 12.1.1. provide the Supplier with:
 - 12.1.1.1. all necessary cooperation and assistance in relation to this Agreement; and
 - 12.1.1.2. all necessary access to such information as may be required by the Supplier; in order to provide the Services, including but not limited to Customer Data, security access information and software interfaces to the Customer's other business applications;
 - 12.1.2. operate the System according to Documentation provided by the Supplier;
 - 12.1.3. notify the Supplier as soon as possible of any abnormal functioning of the System;

- 12.1.4. allow the Supplier representatives such access to their Customer's computer equipment as is necessary to provide the Support Services to the Customer;
- 12.1.5. provide such personnel assistance to the Supplier support staff as is reasonably required from time to time;
- 12.1.6. maintain a connection to the internet of sufficient bandwidth to support the System;
- 12.1.7. hold and maintain the support relationship with Users;
- 12.1.8. maintain and keep current the domain names and SSL certificates required to support the System;
- 12.1.9. without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement; and
- 12.1.10. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any timetable or delivery schedule set out in this Agreement and/or the Project Plan as reasonably necessary.

13. Proprietary Rights

- 13.1. The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Software, the Tribepad Platform, the Aggregated Data and the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, the Tribepad Platform, the Aggregated Data, the Services or any related documentation.
- 13.2. The Supplier confirms that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

14. Anti-Corruption and Bribery

The parties to this Agreement shall comply with all Applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the parties shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

15. Confidentiality

- 15.1. Each party may be given access to Confidential Information from the other party in order to exercise its rights and perform its obligations under this Agreement.
- 15.2. During the Term of this Agreement and for a period of five (5) years after expiration or termination of this Agreement for any reason whatsoever the party receiving the information (the "Receiving Party") from the other party (the "Disclosing Party") shall:
 - 15.2.1. Keep the Confidential Information confidential;
 - 15.2.2. Not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with this clause; and
 - 15.2.3. Not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Agreement.
- 15.3. During the Term of this Agreement either party may disclose the Confidential Information to its employees, contractors and professional advisers to the extent that it is necessary for the purposes of the Agreement provided that such party takes all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees contractors or professional advisers in violation of the terms of this Agreement.
- 15.4. The obligations contained in this clause 15 shall not apply to any information which:
 - 15.4.1. is at the date of this Agreement or at any time after the date of this Agreement in the public domain other than through breach of these provisions by either party;
 - 15.4.2. was in the other party's lawful possession before the disclosure;
 - 15.4.3. is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or
 - 15.4.4. is independently developed by the Receiving Party, which independent development can be shown by written evidence; or

- 15.4.5. is required is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent legally permitted, the Receiving Party gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 15.5. The Customer acknowledges that the Software, the Aggregated Data, the results of any performance tests of the Software and/or the System and the Services constitute the Supplier's Confidential Information.
- 15.6. The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 15.7. Subject to maintaining confidentiality and not infringing the Intellectual Property Rights of the other party, each party may make use of know-how acquired, principles learned or experience gained during the execution of this Agreement.
- 15.8. Each party shall fully indemnify the other party from and against any awards, losses, damages, claims, actions, proceedings, expenses, costs (including court costs and legal fees) incurred by or awarded against that other party arising as a result of or in connection with a breach of this clause 15 by the indemnifying party.
- 15.9. The provisions of this clause 15 will survive the expiry or termination of this Agreement for any reason

16. Warranties

- 16.1. Each party warrants to the other that:
- 16.1.1. it has full capacity and authority and has obtained and will maintain all necessary licences, permissions and consents to enter into and perform this Agreement and to provide, in the case of the Supplier, the System and the Services;
 - 16.1.2. it shall comply with all Applicable Laws and regulations in respect of its obligations pursuant to this Agreement;
 - 16.1.3. this Agreement is executed by a duly authorised representative of that party; and
 - 16.1.4. in performing its duties under this Agreement, it shall not act, or hold itself out as acting as agent for the other party.
- 16.2. The Supplier warrants and represents to the Customer that:
- 16.2.1. the System and the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence and in a professional and workmanlike manner and in accordance with Good Industry Practice and the terms of this Agreement;
 - 16.2.2. provision of the System and Services shall not infringe any Third-Party Intellectual Property Rights provided that this warranty shall not apply where Third Party Intellectual Property Rights have been infringed by materials, equipment, computer systems, methods or processes provided to The Supplier by The Customer or use of the System or Services otherwise than in accordance with this Agreement or the Documentation;
 - 16.2.3. the System will operate, both with respect to functionality and performance, including adherence to Service Levels and Availability, in all material respects in accordance with the terms of this Agreement, the Specification and Documentation.
- 16.3. Except as expressly and specifically provided in clause 16.1 and clause 16.2:
- 16.3.1. the Customer assumes sole responsibility for results obtained from the use of the System and the Services by the Customer, and for conclusions drawn from such use;
 - 16.3.2. the Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
 - 16.3.3. the Supplier makes no warranty or representation that the Services or the System will comply with any Heightened Cybersecurity Requirements and the Customer assumes sole responsibility for compliance with the same; and
 - 16.3.4. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

- 16.4. The SLA states the Customer's full and exclusive right and remedy, and the Supplier's only obligation and liability in respect of, the performance of the Services and/or availability of the System, or their non-performance and non-availability.
- 16.5. Notwithstanding the foregoing, the Supplier does not warrant that the Customer's use of the System and the Services will be uninterrupted or error-free.
- 16.6. This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Agreement.

17. Export

- 17.1. Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("Export Control Laws"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 17.2. Each party undertakes:
 - 17.2.1. contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out in clause; and
 - 17.2.2. if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

18. Indemnities

- 18.1. The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the System or Services, provided that:
 - 18.1.1. the Customer is given prompt notice of any such claim;
 - 18.1.2. the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 18.1.3. the Customer is given sole authority to defend or settle the claim.
- 18.2. The Supplier shall defend the Customer, its officers, directors and employees against any claim that the use of System by the Customer in accordance with this Agreement infringes any Third Party Intellectual Property Rights effective as of the Effective Date, provided that:
 - 18.2.1. the Supplier is given prompt notice of any such claim;
 - 18.2.2. the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense;
 - 18.2.3. the Supplier is given sole authority to defend or settle the claim;
 - 18.2.4. in the defence or settlement of any claim to which clause 18.2 applies, the Supplier may obtain for the Customer the right to continue using the System, replace or modify the System so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement without liability to the Customer; and
 - 18.2.5. the Supplier shall have no liability if the alleged infringement is based on:
 - 18.2.5.1. a modification of the System by anyone other than the Supplier; or
 - 18.2.5.2. the Customer's use of the System in a manner contrary to the instructions given to the Customer by the Supplier; or
 - 18.2.5.3. the Customer's use of the System after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
 - 18.2.6. The Supplier shall indemnify the Customer against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of any breach by the Supplier of its obligations under this Agreement.

18.2.7. The foregoing and Clause 19.2 state the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for Third Party Intellectual Property infringement and breach by the Supplier of its obligations under this Agreement.

19. Liability

- 19.1. Nothing in this Agreement shall operate so as to exclude a party's liability for death or personal injury arising out of its negligence, for fraud or fraudulent misrepresentation.
- 19.2. Subject to Clause 16.3.2 and Clause 16.4:
- 19.2.1. the Supplier shall not be liable whether in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any:
- 19.2.1.1. loss of profits;
 - 19.2.1.2. loss of business;
 - 19.2.1.3. depletion of goodwill and/or similar losses;
 - 19.2.1.4. loss or corruption of data or information;
 - 19.2.1.5. pure economic loss; or
 - 19.2.1.6. for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- 19.2.2. the Supplier's total aggregate liability for all breaches of the Agreement (including where arising pursuant to an indemnity) and in respect of all matters arising out of the provision of the Services whether in contract, tort (including negligence or for breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise shall be limited to the greater of (i) £50,000 or (ii) the Fees paid under this Agreement for the Services during the 12 months preceding the date on which the claim arose.
- 19.3. Throughout the duration of this Agreement the Supplier shall maintain the following insurances with a reputable provider;
- 19.3.1. Employers' Liability to a limit of £10,000,000
 - 19.3.2. Public & Products Liability to a limit of £10,000,000
 - 19.3.3. Professional Indemnity to a limit of £5,000,000
 - 19.3.4. Cyber Liability to a limit of £5,000,000

20. Termination

- 20.1. Without affecting any other right or remedy available to it, either party may terminate this Agreement by not less than thirty (30) days' notice in writing if:
- 20.1.1. The other party commits a material breach of any of the terms of this Agreement and where such breach is capable of remedy, the breach has not been remedied within thirty (30) days of the receipt by the other of a notice from the innocent party identifying the breach and requiring its remedy.
- 20.1.2. The other party commits a Persistent Breach of any of the terms of this Agreement.
- 20.1.3. The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation shall agree to be bound by and assume the obligations of the relevant party under this Agreement); or commences negotiations with or convenes a meeting of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or has a receiver or manager or an administrator appointed; or a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the foregoing events; or ceases for any reason to carry on business; or the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

- 20.2. During the notice period, (during which time the Customer may be in the course of transitioning the services to an alternative supplier), The Supplier shall be obliged to continue to provide the Services under the Agreement, subject to the Customer's payment of the Fees at the agreed charges in Schedule 2. The Agreement will terminate either at the end of the notice period or such other date thereafter as may be subsequently agreed by the parties in writing to coincide with when the Customer has successfully migrated the Services to an alternative supplier.
- 20.3. The parties shall endeavour to agree and develop an exit plan in relation to the termination of the Services provided by the Supplier pursuant to this Agreement as soon as practicable following the date on which either party serves a notice to terminate this Agreement (the "Exit Plan"). The Exit Plan shall contain such information as the Customer and the Supplier shall agree is reasonable and appropriate in order to facilitate and implement an orderly handover of the Services to the Customer in the event of a termination of this Agreement.

21. Duties Upon Termination

- 21.1. On termination of this Agreement for any reason:
- 21.1.1. in particular but without limitation, any provision intended to operate thereafter and all provisions which are expressed to survive the Agreement shall remain in force and effect after termination, in particular but without limitation, clauses 8 (Customer Data), 9 (Data Protection), 13 (Proprietary Rights), 15 (Confidentiality), 19 (Liability), 27 (Governing Law) and 28 (Publicity).
 - 21.1.2. all licences granted under this Agreement shall immediately terminate; and
 - 21.1.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 21.2. The Supplier:
- 21.2.1. shall immediately return to the Customer and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the Customer; and
 - 21.2.2. the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten (10) days after the effective date of the termination (or such longer period as the Supplier agrees in writing), a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data.
- 21.3. The Customer shall:
- 21.3.1. immediately pay to The Supplier all outstanding Fees;
 - 21.3.2. immediately return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the Supplier; and
 - 21.3.3. shall ensure that it has recovered all Customer Data from the System prior to the effective date of termination, or makes a request to the Supplier in accordance with clause 21.2.2 within 10 days of the effective date of termination of the Agreement.

22. Amendment and waiver

Except as specifically authorised under this Agreement, any supplement, modification, or waiver of any provision of this Agreement must be in writing and signed by an authorised representative of both parties. A waiver of either party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

23. Force Majeure

- 23.1. "Force Majeure Event" means an event beyond the reasonable control of a party (the "Affected Party") which does not relate to its fault or negligence but which affects the performance by that party of its obligations under this Agreement. Force Majeure Events include but are not limited to acts of God, expropriation or confiscation of facilities, failure of a utility service or transport or telecommunications network or the internet, any form of Government intervention or compliance with any law or governmental order, rule, regulation or direction, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), war, hostilities, civil commotion, malicious damage, rebellion, terrorist activity, local or national emergency, sabotage or riots, accident, breakdown of plant or machinery, default of suppliers or sub-contractors and floods, fires, storm, explosions or other catastrophes.
- 23.2. The Affected Party shall not be responsible for failure to carry out any of its duties under this Agreement to the extent to which the failure is directly caused by a Force Majeure Event, provided that the Affected Party:
- 23.2.1. has taken all reasonable steps to prevent and avoid the Force Majeure Event;
- 23.2.2. carries out its duties to the best level reasonably achievable in the circumstances of the Force Majeure Event;
- 23.2.3. takes all reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable, including actively managing any problems caused or contributed to by third parties and liaising with them;
- 23.2.4. on becoming aware of the Force Majeure Event promptly informs the other party (the "Unaffected Party") in writing of a Force Majeure Event occurring, giving details of the Force Majeure Event, together with a reasonable estimate of the period during which the Force Majeure Event shall continue; and
- 23.2.5. tells the Unaffected Party when the Force Majeure Event has stopped.
- 23.3. Fees payable for the System and the Services affected by a Force Majeure Event shall be reduced or waived by a reasonable amount to be agreed between the parties to reflect the extent and standard to which the affected System and/or Services are being provided. If a Force Majeure Event results in suspension of part or all of the System and/or Services or in the System and /or Services being provided to a level of negligible value to the Customer, the Customer shall not be liable to pay for the System and/or Services.
- 23.4. If the Force Majeure Event prevents the Affected Party from materially complying with its obligations under this Agreement for more than thirty (30) days, the Unaffected Party may terminate this Agreement immediately by giving written notice to the Affected Party.

24. Notices

- 24.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party at its address set out below or such other address as may have been notified by that party for such purposes:
- Supplier emails address: team@tribepad.com
- Customer email address: **INSERT**.
- 24.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Working Hours, at 9 am on the first Working Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as evidenced by the sender).

25. Severance

- 25.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

25.2. If any provision or part-provision of this Agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. Entire Agreement

- 26.1. This Agreement constitutes the entire understanding and agreement between the parties on the subject matter hereof, and no representations, inducements, promises or Agreements, oral or otherwise, not embodied herein shall be of any force or effect; this Agreement supersedes any previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 26.2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 26.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 26.4. Nothing in this clause shall limit or exclude any liability for fraud.

27. Governing Law

The parties agree that this Agreement shall be interpreted and enforced in accordance with the laws of England and Wales. Any disputes between the parties will be referred to the exclusive jurisdiction of the courts of England and Wales.

28. Publicity

- 28.1. The System will contain a branded and linked message to The Supplier in a suitable footer location, for example "Powered by Tribepad", to be agreed by both parties.
- 28.2. Each party shall have the right to publicise this Agreement, however shall obtain approval of any such publicity from the other party prior to any publication, presentation, public announcement, or press release concerning its relationship.
- 28.3. The Customer agrees that the Supplier may refer to the Customer in any marketing materials or website. The Customer hereby grants the Supplier a limited licence to use any of the Customer's trade names and trademarks solely in connection with such marketing.

29. Right of audit

- 29.1. The Customer and its employees, agents, auditors and applicable regulator ("Authorised Persons") may audit The Supplier, in particular but not limited to: its security policy, the systems; documentation; accounts and premises of the Supplier or its sub-contractors, each in relation to the performance of the Supplier's obligations under this Agreement in order to and to the extent necessary to comply with the Customer's responsibilities to its regulator and its clients.
- 29.2. Each party shall permit the other (on reasonable notice and during working hours) to audit the other party's compliance with its obligations under this Agreement.
- 29.3. The Supplier reserves the right to restrict access to certain areas of its premises or data systems as necessary to ensure the confidentiality and security of its other customers' work.

30. Third Party Rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

31. Assignment

The Supplier may not assign any of its rights or its obligations under this Agreement without the Customer's prior written consent (which will not be unreasonably conditioned, delayed or withheld).

32. Counterparts and Electronic Signature

- 32.1. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart. No counterpart shall be effective until each party has provided to the other at least one executed counterpart.
- 32.2. If required by the Supplier, the parties agree to sign this Agreement by electronic signature (using whatever electronic signature platform the Supplier requires) and that this method of signature shall be as conclusive of the parties' intention to be bound by this Agreement as if signed by each party's manuscript signature.

33. Product Specific Terms

- 33.1. The Customer agrees to the following terms relating to the sending of SMS via Commify
- 33.1.1. The Customer must confer to The Supplier the right to send SMS on behalf of the Customer;
- 33.1.2. In order to do so The Customer must provide an authorisation letter to The Supplier, as set out in Schedule 5, which The Supplier shall then send to Commify;
- 33.1.3. Without such authorisation The Supplier cannot send SMS on behalf of The Customer;
- 33.2. The Customer agrees to the following terms relating to the Questions and Questionnaires feature;
- 33.2.1. Tribepad provides a specific feature for capturing, storing and transferring Private Personal Information such as National Insurance Number or Bank Account details which encrypts the information in a form that human users cannot read. The data is designed to be transferred automatically to the Customer's HRIS/HCM or Payroll system and then deleted from Tribepad;
- 33.2.2. Customers are also able to use our standard Questions and Questionnaire feature to capture and store this information, but this is not recommended best-practice as the information entered is stored in plain text and is readable by a human user;
- 33.3. The Customer understands these two options and if the second, less-secure option is used by the Customer, they absolve The Supplier for any responsibility or liability related to data stored this way;
- 33.4. The Customer agrees to the following terms to enable free job distribution to Indeed and activation of Indeed Apply;
- 33.4.1. The Supplier will by default add all published jobs to a free-of-charge XML feed which is provided to Indeed (www.indeed.co.uk);
- 33.4.2. The Supplier will enable 'Indeed Apply' by default to reduce friction in the application process and maximise the number of applications The Customer receives;;
- 33.4.3. The Supplier will also enable 'Disposition Data' which provides an XML feed to Indeed, giving status update information on completed applications, which improves the quality of applications which the Customer will receive;
- 33.4.4. The Customer can opt-out of any of these features by giving notice in writing during the implementation process.
- 33.5. The Supplier will by default add all published jobs to a free-of-charge XML feed which is provided to Total Jobs (www.totaljobs.com);
- 33.6. The Customer agrees to the following terms for usage of the 'Job Booster' feature;
- 33.6.1. Campaigns
- 33.6.1.1. Tribepad Job Booster is only available to customers with a Tribepad Talent Acquisition platform and cannot be used without a live platform and current Agreement.
- 33.6.1.2. Tribepad Job Booster is provided using third-party technology from our recruitment advertising partner www.vongq.com.
- 33.6.1.3. Access to Job Booster is controlled by permissions in Manage and is normally assigned to Super Users and Recruiter user types. If you want access to Job Booster associated

with different user types please confirm to your Tribepad Account Manager or Project Delivery Manager.

33.6.1.4. The Customer is solely responsible for providing all information necessary for the creation of a Campaign. This information may include, but is not limited to correct and accurate contact information, the duration of the Campaign, information relating to the relevant vacancy available, and other billing information. The Supplier is not responsible nor liable for missing, incomplete, or incorrect information provided by The Customer.

33.6.1.5. The Supplier shall not be liable for any delays to posting jobs which may be caused by third-parties including job boards and our recruitment advertising partner.

33.6.1.6. The Customer understands that any media channels may be removed at any time without notice.

33.6.1.7. Where The Supplier is not able to post to a third party site for any technical reason, The Supplier may cancel that Campaign.

33.6.1.8. The Customer explicitly guarantees that only authorised personnel submit orders for Campaigns and enters into Agreements with The Supplier.

33.6.1.9. The Customer understands that in most cases once an order has been placed it cannot be cancelled or refunded.

33.6.1.10. The Supplier reserves the right to cancel Campaigns on the Customer's behalf where it believes the Customer has posted to an incorrect media channel or posted incorrect information. The Supplier will always try to contact the Customer through reasonable means before taking any such action.

33.6.2. Campaign Recommendations

33.6.2.1. Tribepad Job Booster can provide The Customer with recommendations for where to place Campaigns ("Recommendations") based on aggregate data from other customers and our recruitment advertising partner.

33.6.2.2. The Supplier endeavours to provide The Customer with reliable and relevant Recommendations. However, The Supplier cannot and does not guarantee that a Recommendation will generate results matching the expectations of The Customer.

33.7. The Customer agrees to the following terms for usage of the 'Job Booster Plus' feature;

33.7.1. Tribepad Job Booster Plus is only available to customers with a Tribepad Talent Acquisition platform and cannot be used without a live platform and current Agreement.

33.7.2. Tribepad Job Booster Plus is provided using third-party technology from our recruitment advertising partner www.vongq.com.

33.7.3. Permissions in Tribepad Manage control access to Job Booster and are normally assigned to Super Users and Recruiter user types. If you want access to Job Booster associated with different user types, please confirm with your Tribepad Account Manager, Customer Success Manager, or Project Delivery Manager.

33.7.4. The Customer is solely responsible for providing all information necessary to create a Campaign. This information may include but is not limited to, correct and accurate contact information, the duration of the Campaign, information relating to the relevant vacancy available, and other billing information. The Supplier is not responsible nor liable for missing, incomplete, or incorrect information provided by The Customer.

33.7.5. The Customer is responsible for checking that a job has been satisfactorily posted to the job boards that they have chosen.

33.7.6. The Supplier shall not be liable for any delays in posting jobs caused by third parties, including job boards and our recruitment advertising partner.

33.7.7. Any costs incurred directly or indirectly as a result of errors, omissions, or incorrect selections made by the Customer shall be the sole responsibility of the Customer, and the Supplier shall bear no liability in this regard.

33.7.8. Job Booster Plus will distribute job adverts to the following Job Boards:

Job Board name	URL
Job board 1	www.example1.co.uk

- 33.7.9. The Customer understands and confirms that they hold direct commercial agreements with each job board and will maintain sufficient credits to enable Tribepad to post to these boards.
- 33.8. The Customer agrees to the following terms for usage of the 'E-Sign' feature;
- 33.8.1. The E-Sign feature enables the Customer to send employment contracts to candidates for their agreement. The candidate's email address, IP address and electronic signature are recorded and time-stamped as evidence of the candidate's agreement to the contract.
- 33.8.2. The E-Sign feature has been approved for use in The United Kingdom only, and using the feature may produce an employment contract which does not constitute a legal employment contract outside of the UK.
- 33.8.3. The Customer should ensure that their employment contracts contain the following, or similarly worded clauses with the same meaning;
- 33.8.3.1. This Agreement shall be executed by use of an electronic signature, the transmission of which shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement.
- 33.8.3.2. in the event of a dispute English law shall apply;
- 33.9. The Customer agrees to the following terms for usage of the 'Tribepad Checks' feature;
- 33.9.1. Tribepad Checks is only available to customers with a Tribepad Talent Acquisition platform and cannot be used without a live platform and current Agreement.
- 33.9.2. Tribepad Checks is powered by our strategic partner [TrustID](#), a Certified Identity Service Provider (IDSP) and Identity Checks and Right to Work Checks to thousands of organisations.
- 33.9.3. Access to Tribepad Checks is controlled by permissions in Tribepad Manage and is normally assigned to Super Users, Administrators, and Recruiter users. If you want access to Tribepad Checks associated with different user types (such as Hiring Managers), please confirm with your Tribepad Account Manager, Customer Success Manager, or Project Delivery Manager.
- 33.9.4. The Customer will be responsible for all charges, including Fees, incurred for using the Service when access to the Service is properly obtained through Tribepad.
- 33.9.5. The number of checks provided will expire on each anniversary of this agreement, and unused checks cannot be carried forward into subsequent years.
- 33.9.6. If the Customer uses more checks than are included in the Agreement, the Supplier will raise additional usage invoices at the specified per-check fee.
- 33.9.7. The Customer understands that to provide the Service, TrustID will be classified as a sub-processor for data protection purposes for the duration of this Agreement. TrustID's sub-processors are detailed at <https://www.trustid.co.uk/processors>
- 33.9.8. The Customer grants the Supplier and TrustID the right to share any data, including Personal Data, contained in a scanned document with relevant third parties but only to the extent necessary to provide any third-party validation checks requested.
- 33.9.9. Grant the Supplier the right to retain and share with third parties, including the Metropolitan Police (or other UK police authority) and regulatory bodies, any data in relation to Compromised Documents and Metadata, and the right to continue after termination of this Contract.
- 33.10. The Customer agrees to the following terms for the usage of the 'Tribepad Sidekick' feature;
- 33.10.1. Tribepad Sidekick is only available to customers with a Tribepad Talent Acquisition platform and cannot be used without a live platform and current Agreement.
- 33.10.2. Access to Tribepad Sidekick is controlled by permissions in Tribepad Manage and is normally assigned to Super Users, Administrators, and Recruiter users. If you want access to Tribepad Sidekick associated with different user types (such as Hiring Managers), please confirm with your Tribepad Account Manager, Customer Success Manager, or Project Delivery Manager.
- 33.10.3. How is Sidekick trained?
We don't train our own models, for part of Sidekick (skills and questionnaire matching as well as skills score) we use AWS Bedrock platform with Anthropic.claude-3-haiku LLM – so

this is trained by Anthropic. For the CV parsing, Strengths & Weakness analysis and parts of the Application Scoring, we use HrFlow, which is a specialist HR AI company based in Europe.

33.10.4. The Customer understands that to provide the Service, HrFlow will be classified as a sub-processor for data protection purposes for the duration of this Agreement. HrFlow's sub-processors are detailed at <https://developers.hrflow.ai/docs/gdpr>

33.10.5. The Customer grants the Supplier and HrFlow the right to share any personal data uploaded into the candidate profile: CV, name, address, education, career history, see further details in our [AI Manifesto](#).

33.10.6. The Customer grants the Supplier the right to share the Skills and Job description with AWS Bedrock/Claude for the purpose of skills matching.

33.11. The Customer agrees to make use of 'ClickUp' project management software during the implementation phase, as detailed in Schedule 1.

34. Invoice details

Name: TBC

Job title: TBC

Contact number: TBC

Email address: TBC

Address: TBC

Purchase Order number:
(if applicable) TBC

Schedules included

1 - Service Description, System Specification & Project Summary

2 - Fees

3 - Service Level Agreement

4 – Data Processing

Agreed and accepted

**For and on behalf of
Tribepad Limited**

**For and on behalf of
Customer Name**

Name:

Title:

Dated:

Name:

Title:

Dated:

Schedule 1 - Service Description, System Specification & Project Summary

Part 1 Service Description and Configuration

1. The Supplier is providing their fully hosted Tribepad Talent Acquisition platform with web server infrastructure to support The Customer's recruitment in the **UK and globally**. The Subscription Fees for the Supplier's Applicant Tracking System and Onboarding is based on the Customer's base FTE, provided at **XXX** as **XXX**, and is fixed at that level (subject to the RPI increase outlined in 3.7.1) until the next FTE band of **XXX** is reached.
 - 1.1. The Customer is responsible for reporting this increase to The Supplier, though The Supplier may, from time to time, ask The Customer for up-to-date reporting on FTE figures.
 - 1.2. The Subscription Fees for Tribepad Applicant Tracking System and Onboarding for each FTE band is outlined in Schedule 2.
2. The System will be enhanced with a **Job Search page/Career Site, Video Screening, SMS, CRM, Onboarding, Tribepad Sidekick and Tribepad Checks** modules.
3. Tribepad is available in 15 languages. This Agreement is for **English only**.
 - 3.1. If additional languages are required (e.g. French, German, Spanish, Welsh) there will be an increment on the subscription of £1,500 per year and £750 one-off setup per language. The Customer must check and will contribute to any translations to ensure the correct tone of voice. Specifically for **new languages**, the Customer must provide the initial translations. All default email content is provided in UK English; therefore, all non-UK English email content must be provided by the Customer.
 - 3.2. **INSERT ANY ADDITIONAL LANGUAGES TO BE PROVIDED AND COST OR DELETE THIS LINE**
4. The System is provided 'as is'. This means that the System will function as demonstrated to the Customer during the sales process.
 - 4.1. It is incumbent on the Customer to confirm that any and all functionality required has been demonstrated and confirmed as being suitable to the Customer.
 - 4.2. Any crucial information about Customer workflows or processes must be communicated to the Supplier and explicitly included in Part 4 of this Schedule 1, where the required feature or functionality is additional to the 'as is' functionality of the System.
 - 4.3. The Supplier accepts no liability or responsibility for feature or functionality assumptions made by the Customer which have not been confirmed by the Supplier.
5. The Supplier works as a SaaS solution and therefore will continue to make generic developments of the platform and these updates are automatically included as part of our 'free upgrades forever' promise.
6. The Customer can nominate **X** Super Users who are authorised to contact Customer Support and raise problems, questions or change requests.
7. Training
 - 7.1. The Customer's nominated Super Users will be enabled by the Supplier throughout the project. Once the project has been initiated, the Supplier will provide **two days** of training to nominated staff, comprising **fourteen (14)** hours in total. This training can be delivered face-to-face at your offices, at Tribepad's Sheffield premises, or online (though we would recommend in-person). We find that online training is best absorbed by your Users when delivered in two or more shorter sessions, rather than scheduling seven hours of online training into a single day. Once the configuration has been signed off, we will deliver **an additional train-the-trainer session, and a dedicated 'reporting' training module**, both online.
 - 7.2. All Users can access the Tribepad Support Manual which contains how-to guides, FAQs and videos for all aspects of the platform. In addition to this video training guides are embedded within the system itself using 'UserPilot' to guide new users through common use-cases.
 - 7.3. If any additional classroom training is required this is available for £950 per day (seven hours), plus travel and accommodation expenses to be agreed in advance.
 - 7.4. **INSERT ANY ADDITIONAL TRAINING TO BE PROVIDED AND COST OR DELETE THIS LINE**
8. The standard system features included are detailed in the tables below.
 - 8.1. **This checklist provides a summary of the features included in the initial build and may be subject to change during implementation.**
 - 8.2. The table uses S, M and X with the following meaning:
 - 8.2.1. S = Supported – supported as delivered, "out-of-the-box"

8.2.2.M = Modification – supported through configuration (i.e., does not require coding or developer-type expertise)

8.2.3.X = Excluded from this Agreement.

Core Applicant Tracking System (ATS)	Included	Excluded
Process questionnaires	S	
Branching questionnaires	M	
SJTs	S	
Custom fields	M	
Ability to attach documents to job adverts	S	
Bulk interview creation wizard	S	
Job authorisation process	S	
Auto Job Process	M	
Anon Applications	M	
Panel Sift	M	
Email notification	S	
Multiple workflows	S	
Sub-stages in workflow	M	
Agency module	S	
Multi-level user access	S	
Hierarchical structure		X
Single Sign-On (SAML2)		X
Job Booster	S	
CloudFlare DDoS protection	S	

Candidate Relationship Management (CRM)	Included	Excluded
Talent Search	S	
Talent Pooling	S	
One-way SMS package	S	
Enhanced CRM module (Two-way comms & campaigns)		X

Careers Site / Job Search	Included	Excluded
Tribepad job search page	S	
Tribepad career site		X
Third-party / In-house via APIs	S	
Feed to Indeed	S	
Indeed Apply	M	
Indeed Disposition Data	M	

Social	Included	Excluded
Google Drive CV upload		X

Onboarding	Included	Excluded
Offer management	S	
Contract management	S	
Tribepad Premium E-Signature	M	
Tribepad standard contract time-stamp	M	
Task management	M	
Onboarding management	M	
Candidate data capture	M	
Template management	M	
Reference management	M	
Date Gap capture		X

Reporting	Included	Excluded
Full 'Insights' reporting suite	S	
Diversity reporting	S	
OFCCP / ECNI compliance	M	
Access to Insights API	S	

International use	Included	Excluded
Languages		X
Currencies		X

Part 2 – Integration of third-party products and services

9. Commercial relationship with third parties

- 9.1. No third-party integrations are provided within this Agreement.
- 9.2. The Supplier will provide integration only to those third-party products and services named in Schedule 1 Part 2 of this Agreement.
- 9.3. The Customer will hold the commercial relationship with any third-party directly. Tribepad is not responsible for any third-party costs, and none are included in this agreement unless specifically stated.
- 9.4. The Customer is responsible for any payment to the third party directly for the use of the relevant third-party products and services.
- 9.5. The Customer acknowledges that third parties may charge additional integration and usage fees.
- 9.6. The Customer acknowledges that where a third party is unable to deliver services within the agreed implementation timescales, that The Supplier is not liable for any related delays.
- 9.7. Named third parties will be a Data Processor for the purposes of this Agreement and the Customer shall have a data processing agreement in place directly with each third-party.
- 9.8. The Customer acknowledges that they are giving express permission for The Supplier to securely share Customer data with those third parties who are authorised under this agreement.
- 9.9. Implementation
 - 9.9.1. The Customer will need to provide any access keys or passwords from the third-party provider, to enable Tribepad to call the platform on the Customer's behalf
 - 9.9.2. Tribepad will enable the integration on a Test platform initially and will then work with the Customer to run tests on the Live platform
 - 9.9.3. Tribepad will provide access to the Integrations Framework where the Customer can configure certain candidate processing rules
 - 9.9.4. Where the implementation of a new third-party integration proves to be more complex or time consuming than provided for, The Supplier may raise additional charges based on our fees listed in Schedule 2 of this Agreement. The Supplier shall notify The Customer in writing before raising any additional invoices.
- 9.10. Troubleshooting
 - 9.10.1. Once the service is live and problems should be reported to your Project Delivery Manager or to our Support team
 - 9.10.2. If the problem is not related to the integration itself, or requires information from the third-party service provider, you may be directed to the third-party service provider to resolve the issue

10. Recruitment marketing and multi-posting

- 10.1. No recruitment marketing integrations are included in this Agreement.
- 10.2. Integration to job boards will be provided via Tribepad Job Booster Plus / Veritone Hire (was called Broadbean) / Vacancy Poster.
- 10.3. Pricing for Tribepad Job Booster Plus / Vacancy Poster users is shown in Schedule 2.

10.4. Job board name(s) will be added to the Tribepad Job Booster Plus / Vacancy Poster ecosystem, the costs for which are shown in Schedule 3

11. Candidate assessment

- 11.1. No candidate assessment integrations are included in this Agreement.
- 11.2. Tribepad will provide an integration to Provider Name for their Provider Service Name candidate assessments.
- 11.3. Tribepad will use its existing integration / develop a new integration for this Agreement based on the partner documentation name / version number (attached).

12. Video Screening

- 12.1. Video Screening is not included in this Agreement.
- 12.2. Tribepad Video Screening (powered by Willo) is included in this agreement for up to XXX hires per year with a twelve (12) month storage period.
- 12.3. Pricing above Fair Usage is detailed in Schedule 2.

13. Background checks

- 13.1. No background checking integrations are included in this Agreement.
- 13.2. Tribepad will provide an integration to Provider Name for their Provider Service Name background checks.
- 13.3. Tribepad will use its existing integration / develop a new integration for this Agreement based on the partner documentation name / version number (attached).

14. Electronic signature

- 14.1. No e-signature integrations are included in this Agreement.
- 14.2. Tribepad E-Sign is included in this agreement for Offer Letters and Contracts
- 14.3. Tribepad will provide an integration to Provider Name for their Provider Service Name e-signature solution.

15. ReciteMe accessibility toolbar

- 15.1. Recite Me offers an accessibility solution that supports you in conforming to WCAG standards and ensures that your website is user-friendly for individuals with disabilities, situational challenges and language support, through customisable options.
- 15.2. Recite Me is provided as a pop-up toolbar and is compatible for candidates using Tribepad Career Sites, Tribepad Job Search Sites and the Tribepad ATS (application process including onboarding). Recite Me is only partially compatible with the Recruiter and Hiring Manager ATS experience, but is not currently compatible with Tribepad Insights or Tribepad Manage.
- 15.3. Any associated pricing is detailed in Schedule 2.

16. HRIS / HCM / payroll integration

- 16.1. Tribepad will provide the Customer with an integration to their HRIS Name to enable onboarding and new-starter management.
- 16.2. Any information captured in the Candidate Profile, Custom Fields or Questionnaires can be added to the Custom Report which is generated by our Insights platform. Most fields can also be validated for input type and length and put through basic transformations (e.g. trimming, date formatting, case conversion, value mappings, etc).
- 16.3. It is important to understand the data structure requirements of the target system to ensure that correct details are captured, and made mandatory where necessary, within the relevant workflow.
- 16.4. It is also important to note that when new data items (e.g. Job Custom Fields, Contract Variables) are created, the Custom Report will need to be updated to take these new items into account.
- 16.5. API integration
 - 16.5.1. Data from custom reports can be called using our Insights API with the results delivered in JSON format
 - 16.5.2. The API can be used to retrieve either pre-built or ad-hoc reports, but does not currently support delta requests

16.5.3. Any Bank Account or National Insurance details will be additionally encrypted so that they are not readable by a human within the Insights platform. These will be automatically decrypted when sent via the API, provided that the 'encrypted data' options is selected in the Report Builder

16.6. SFTP integration

16.6.1. Custom reports can be sent in structured columns and rows CSV format only

16.6.2. All files sent by Tribepad will be delivered in a password protected zip file - standard ZIP or AES-256 (recommended)

16.6.3. The Customer can set the schedule frequency in Insights, up to a maximum of once a day, at any preferred hour. A more frequent schedule (e.g. twice a day) can be set, but this will need to be agreed and enabled by Tribepad

16.6.4. Exports can be configured as cumulative (e.g. send everything from the last week), or as deltas (e.g. only send applications which have not previously been sent). Delta reports can be re-submitted by Tribepad in the event that they need to be re-processed

16.6.5. Confidential information such as Bank Account or National Insurance details cannot be read by a human within the TA Platform or Insights platform. These details will be decrypted when sent via a scheduled report

16.6.6. The Customer will need to provide an SFTP server for Tribepad to send the files to with appropriate credentials. Insights supports both password and certificate-based access

Part 3 – 11-week Project Summary

The timeline for the implementation of the Talent Acquisition Platform is planned to begin week commencing the **xxx**, with go-live planned **week commencing the xx**. The overall plan is for **11** weeks, with further detail provided below.

The Customer is aware that it is a collaborative project, and its own project stakeholders will play a critical role in designing, configuring and testing the Supplier's solution.

An important element of the implementation is the project management, so we use [ClickUp](#) to track actions, owners and issues. It is essential that The Customer engages in this online tool which is simple to use and helps ensure a successful project.

Any work carried out is with the understanding that the Customer will provide the information within the agreed timescales. Should the Customer not be able to provide the information by the required date, the Supplier will work to a two for one day's slippage for every day the information is not provided. This is to provide for the Supplier's development and testing staff being temporarily reassigned to other projects, so may not be immediately available to continue with the Customer's deployment.

Where the project timescale is extended or deliverables are moved to a second project phase by the Customer, beyond what is specified in Schedule 2, the Customer understands that the Supplier is entitled to charge for additional project management and project delivery time at the day rates set out in Schedule 2. In this situation, the Supplier will confirm to the Customer its intention to raise these charges before doing so.

Pre-Project Customer Tasks

The Customer will be asked to provide its SSL Certificates for The Supplier's service, this must be done prior to the project commencing with the provider. Once provided, The Supplier's technical team will begin the build of a new instance of Tribepad for the Customer. The Customer must update DNS to point their domain names to The Supplier's web servers. The Customer will have to configure DKIMs, and SPF's and may also have to whitelist the Supplier's IP address for sending emails. Supporting information for what the Supplier requires has been provided as separate attachments.

The customer will also provide, prior to the project commencing:

1. Details of your branding requirements.
2. Choose their SSLs.

- For their ATS.
 - If applicable, our Tribepad supplied job search page.
3. Terms & Conditions that candidates agree to.
 4. Privacy Policy that candidates agree to.
 5. SMS Consent Form

For point 2, Tribepad will handle the installation of your chosen SSL(s) via Cloudflare. The customer must update their DNS to point to a specific DNS value. The customer will also be required to configure DKIMs and SPF's and may also have to whitelist Supplier's IP addresses for sending emails. Supporting documentation for what the supplier requires will be provided via separate attachments.

If we are delivering any 3rd party integrations we will also need details of your credentials for your chosen providers.

Week 1 - Kick off and Customer Data Gathering

A formal project kick-off will occur between the Supplier's and Customer's respective project teams. During this meeting the Customer will be provided & taken through with the Supplier's Welcome Pack. This contains all the documentation and information required to capture all the Customer's requirements to build/configure the Supplier's platform to the Customer's configuration requirements. During this period the Supplier will work with the Customer's Project Team to capture all of your specific configuration requirements above the standard build, which will feed into the build stage.

Week 2 - Training the customer

We will complete with you a two day session with the Supplier's Project Delivery Manager. Ahead of these two days we will share videos for you to help you become familiar with Tribepad and the features.

This two day session will take place on-site at your offices, or a pre-agreed location with the Customer's nominated super-users. This two day session will take you through all the key areas of the platform and how you would construct items.

Week 2 to 8 - Platform Build/Configuration

Post the two day session, the Supplier will support the Customer's Project Team as they configure and build/construct all facets/areas of the platform. The configuration will take place on the live platform provided to you, with the configuration copied down to the UAT (User Acceptance Testing) environment, to which we will give you access once you have signed off on the platform, with weekly progress calls subsequently to review the configuration work that has been completed.

The Customer's project team will be responsible for testing its end to end configured platform, with support from the Supplier's project team when required.

Week 2 - 8 Integrations

Integration with xxxx will be completed by week 8.

Week 7 & 8 - Testing, Customer Acceptance, Training & Launch

The Customer's project team will be responsible for testing its end to end configured platform, with support from the Supplier's project team when required.

Week 9 and 10 - Training

Once the Customer's configuration has been accepted as ready, the Supplier will undertake the "Train the Trainer" and reporting training in-scope. Add any additional training if in scope.

The Customer will also hold a pre-live call with the Supplier's Project Delivery Manager, ensuring that the client is ready for launch.

At week 10, once all launch requirements, testing, integrations and training have been completed, this includes all certificates that have been purchased, and DNS setting changes have been made by your Technical Lead, the Supplier will be in a position to launch the Customer's configured platform.

Week 11 - Launch

Once everything is ready, we'll help you as you launch this to your team and advertise your roles to the world! We'll be available to answer any questions and help you make any final tweaks.

Within this launch week, the supplier will hand you over to their Support team for the client to raise all system related incidents.

Week 11 - 15 - Post-launch Hypercare

To ensure a smooth transition, address any issues promptly, and stabilise operations the Supplier offers Customers four-weeks of hypercare support. Post the hypercare period the Customer is formally handed over to the Supplier's Account Management Team, and their Account Manager, who will schedule your regular service reviews.

Part 3 – 15-week Project Summary

The timeline for the implementation of the Talent Acquisition Platform is planned to begin week commencing the xxx, with go-live planned week commencing the xx. The overall plan is for 15- weeks, with further detail provided below.

The Customer is aware that it is a collaborative project, and its own project stakeholders will play a critical role in designing, configuring and testing the Supplier's solution

An important element of the implementation is the project management, so we use [ClickUp](#) to track actions, owners and issues. It is essential that The Customer engages in this online tool which is simple to use and helps ensure a successful project. Included within this agreement, the customer will have xx number of ClickUp user seats.

Any work carried out is with the understanding that the Customer will provide the information within the agreed timescales. Should the Customer not be able to provide the information by the required date, the Supplier will work to a two for one day's slippage for every day the information is not provided. This is to provide for the Supplier's development and testing staff being temporarily reassigned to other projects, so may not be immediately available to continue with the Customer's deployment.

Where the project timescale is extended or deliverables are moved to a second project phase by the Customer, beyond what is specified in Schedule 2, the Customer understands that the Supplier is entitled to charge for additional project management and project delivery time at the day rates set out in Schedule 2. In this situation, the Supplier will confirm to the Customer its intention to raise these charges before doing so.

Pre-Project Customer Tasks

The Customer will be asked to provide its SSL Certificates for The Supplier's service, this must be done prior to the project commencing with the provider. Once provided, The Supplier's technical team will begin the build of a new instance of Tribepad for the Customer. The Customer must update DNS to point their domain names to The Supplier's web servers. The Customer will have to configure DKIMs, and SPF's and may also have to whitelist the Supplier's IP address for sending emails. Supporting information for what the Supplier requires has been provided as separate attachments.

The customer will also provide, prior to the project commencing:

6. Details of your branding requirements.
7. Terms & Conditions that candidates agree to.
8. Privacy Policy that candidates agree to.

If we are delivering any 3rd party integrations we will need details of your credentials for your chosen providers.

Week 1 -2 Kick off and Customer Data Gathering

A formal project kick-off will occur between the Supplier's and Customer's respective project teams. During this meeting the Customer will be provided & taken through with the Supplier's Welcome Pack. This contains all the documentation and information required to capture all the Customer's requirements to build/configure the Supplier's platform to the Customer's configuration requirements. During this period the Supplier will work with the Customer's Project Team to capture all of your specific configuration requirements above the standard build, which will feed into the build stage.

Week 2 - Training the customer

We will complete with you a two day session with the Supplier's Project Delivery Manager. Ahead of these two days we will share videos for you to help you become familiar with Tribepad and the features.

This two day session will take place on-site at your offices, or a pre-agreed location with the Customer's nominated super-users. This two day session will take you through all the key areas of the platform and how you would construct items.

Week 2 - 11 Platform Build/Configuration

Post the two day session, the Supplier will support the Customer's Project Team as they configure and build/construct all facets/areas of the platform. The configuration will take place on the live platform provided to you, with the configuration copied down to the UAT (User Acceptance Testing) environment, to which we will give you access once you have signed off on the platform, with weekly progress calls subsequently to review the configuration work that has been completed.

The Customer's project team will be responsible for testing its end to end configured platform, with support from the Supplier's project team when required.

Week 2 - 11 Integrations

Integration with xxxx will be completed by week 11.

Week 9 to 11 - Testing, Customer Acceptance, Training & Launch

The Customer's project team will be responsible for testing its end to end configured platform, with support from the Supplier's project team when required.

Week 12 to 14 - Training

Once the Customer's configuration has been accepted as ready, the Supplier will undertake the "Train the Trainer" and reporting training in-scope. Add any additional training if in scope.

The Customer will also hold a pre-live call with the Supplier's Project Delivery Manager, ensuring that the client is ready for launch.

At week 11, once all launch requirements, testing, integrations and training have been completed, this includes all certificates that have been purchased, and DNS setting changes have been made by your Technical Lead, the Supplier will be in a position to launch the Customer's configured platform.

Week 15 - Launch

Once everything is ready, we'll help you as you launch this to your team and advertise your roles to the world! We'll be available to answer any questions and help you make any final tweaks.

Within this launch week, the supplier will hand you over to their Support team for the client to raise all system related incidents.

Week 15 - 19 - Post-launch Hypercare

To ensure a smooth transition, address any issues promptly, and stabilise operations the Supplier offers Customers four-weeks of hypercare support. Post the hypercare period the Customer is formally handed over to the Supplier's Account Management Team, and their Account Manager, who will schedule your regular service reviews.

Part 4 – Custom developments

ADD AGREED BESPOKE REQUIREMENTS HERE OR WRITE 'NOT APPLICABLE'.

This is a new feature for Tribepad that will **xxxx**. Any and all new features will be added to our platform and be made available to other customers. No developed intellectual property rights are conferred to the Customer.

Requirements

- The Customer needs X
- It must do Y
- It must not do Z

User journey

- Candidate will be able to do A
- Candidate will not have to B
- Hiring Manager will be able to C
- Recruiter will be able to do D

Documentation

- Following execution of this Agreement a High-Level Design document will be shared with the Customer for feedback. This is planned for **Date**
- Once approved, functional design and UX mock-ups will be created for Customer approval. This is planned for **Date**
- Following that a firm scope and delivery date will be agreed

Testing

- The Customer will need to be actively involved in the testing of this new feature
- Initial testing will be on a Test platform followed by further testing on the Live platform

Delivery timescale

- Based on an initial estimate of scope and effort required, we intend to deliver this feature by **Date**
- This delivery estimate will be updated once full documentation has been agreed

Schedule 2 - Fees

Setup fees - one-off

Tribepad Talent Acquisition Platform - Pro System setup

£x

The setup cost for a 15 wk project includes:

- Applying Customer branding
- Project support throughout a 19-week period (15 weeks project and 4 weeks hypercare)
- 7 days total Project Support broken down as:
 - 3 hours allowing the Supplier's Project Delivery Manager to set up the clients platform and create all associated presentations and project plan for the project.
 - 1x1 hour kick-off call with the supplier and key people from the client, who will be involved in the implementation.
 - 1x 45min call to introduce ClickUp to the client.
 - 2 days (15 hours in total) to complete ATS training with the client.
 - 15 x 1 hour project management/consultancy sessions held weekly during the project.
 - 2x 1.5 hour training sessions on Insights reporting.
 - 1-day (7.5hrs) Train the Trainer' with the Supplier's Project Delivery Manager attending, including travel and any accommodation (UK)
 - 1 x 1 hour go live call between the Supplier's Project Delivery Manager and the clients project team.
 - 1x 1 hour (in week 1) and 3 x 45 minutes (in weeks 2-4) project management/consultancy sessions held weekly in the hypercare period.

£x

£x

£x

£x

The setup cost for a 11 wk project includes:

- Applying Customer branding
- Project support throughout a 14-week period (11 weeks project and 3 weeks hypercare)
- 6 days Project Support broken down as:
 - 3 hours, allowing the Supplier's Project Delivery Manager to set up the clients platform and create all associated presentations and project plan for the project.
 - 1x1 hour kick-off call with the supplier and key people from the client, who will be involved in the implementation.
 - 1x 45min call to introduce ClickUp to the client.
 - 2 days (15 hours in total) to complete ATS training with the client.
 - 11 x 1 hour project management/consultancy sessions held weekly during the project.
 - 2x 1.5 hour training sessions on Insights reporting.
 - 1-day (7.5hrs) Train the Trainer' with the Supplier's Project Delivery Manager attending, including travel and any accommodation (UK)
 - 1 x 1 hour go live call between the Supplier's Project Delivery Manager and the clients project team.

1x 1 hour (in week 1) and 2 x 45 minute (in weeks 2 and 3) project management/consultancy sessions held weekly in the hypercare period. - Job Booster recruitment marketing feature setup - Item Integration? Languages? Onboarding setup? Total setup fees	
Subscription Service fees – recurring annual fees Tribepad Applicant Tracking System Onboarding module E-Sign (unlimited contracts) Enhanced CRM module Tribepad Checks Digital Right To Work - 500 checks Video Screening package Integration support 1 Integration support 2 SMS package Job Booster Job Booster / Vacancy Poster X users Data storage period (2 years default) Monthly billing surcharge @ 10% Total annually recurring fees	£x £x £x £x £1,675 £x £x £x £x Free £x £x £calculate £xx,xxx
Rates for additional services Additional Digital Right To Work Checks (per check) Project management & service delivery (per day) Bespoke software development (per day) Prices are correct at the time of issue but may change at any point in the future.	£4.75 £1,000 £1,400

Visits to customer sites for additional training days will incur reasonable travel and accommodation expenses which will be agreed with the customer beforehand.

Any project management and development project would be costed on a one-off fee basis which would be agreed, and an acceptance document signed off prior to work commencing

All prices exclude VAT.

Tribepad Applicant Tracking System and Onboarding annual Subscription Fees	
FTE band	Annual cost
1,001-2,000	£24,000
2,001-3,000	£30,000
3,001-4,000	£35,000
4,001-5,000	£40,000
5,001-7,500	£45,000
7,501-10,000	£55,000
10,001-15,000	£67,500

Additional optional charges

Emails - included 50,000 emails per month (£50.00 + VAT per each additional 10K emails thereafter)

Sidekick - additional applications are charged at £0.20 per application.

SMS - additional SMS bundles are available at the following package prices:

SMS Package Prices			
Package	SMS credits per year	Baseline cost per credit in pence	Annual cost
1	1,200	15	£180
2	3,000	12	£360
3	6,000	10	£600
4	12,000	8	£960
5	30,000	7	£2,100
6	180,000	6	£10,800

Video Screening - pricing for your organisation is included below

Hires per year	120
Storage period	12 months
Fair Usage	9,000 interviews
Annual fee	£5,040

Job Booster - Pricing for job advertising usage is provided via third-party partners and will change from time to time. The price for each advert will be confirmed at the point of purchase.

Tribepad Checks - Pricing for Tribepad Checks usage is provided via third-party partners and will change from time to time. Below is our standard pricing at the time of signing.

Tribepad Checks - Right to Work		
Number of checks	Price per check	Bundle Cost
100	£3.50	£350
500	£3.35	£1,675
1,000	£3.25	£3,250
2,500	£3.15	£7,875
5,000	£3.00	£15,000
7,500	£2.90	£21,750
10,000	£2.80	£28,000
15,000	£2.70	£40,500
20,000	£2.60	£52,000

Tribepad Checks - DBS Basic/Standard/Enhanced				
Number of checks	Digital ID Check (M1A), Digital Address check & Admin fee	Bundle cost for Digital ID Check (M1A), Digital Address check & Admin fee	Basic & Standard Government Charge	Enhanced Government Charge
100	£14.50	£1,450	£21.50	£49.50
500	£13.65	£6,825	£21.50	£49.50
1,000	£13.25	£13,250	£21.50	£49.50
2,500	£12.85	£32,125	£21.50	£49.50
5,000	£12.50	£62,500	£21.50	£49.50
7,500	£12.10	£90,750	£21.50	£49.50
10,000	£12.00	£120,000	£21.50	£49.50
15,000	£11.90	£178,500	£21.50	£49.50
20,000	£11.80	£236,000	£21.50	£49.50

Candidate data storage - By default any inactive candidate data, including CVs and other documents will be automatically deleted after two years. This excludes any candidates who are marked as 'Accepted' or 'Hired' whose data will be retained for the contract period. Customers who need a longer retention period can opt for an additional historical data storage package as set out in the table below:

Historical data storage	
Retention period	Annual cost
Up 2 years	Included in ATS fees

Up to 3 years	£2,400
Up to 4 years	£4,800
Up to 5 years	£7,200
Up to 7 years	£12,000

Schedule 3 - Service Level Agreement

The following defined terms shall apply to this SLA

Term	Meaning
Availability Transaction	An availability transaction is a transaction request end to an application agent contained in the underlying application infrastructure of the core modules purchased by the Customer;
Core functionality	Features that, if not available, would mean that an entire User Segment would not be able to complete a Critical Workflow;
Critical Workflow	Candidates: - Register - Apply for a job HR users: - Search for candidates - Post a job - Shortlist a candidate - Book an interview - Offer a job - Hire a candidate - View candidate profiles
Customer	The Customer and another other third party that the Customer has contracted to and is authorised to use Tribepad;
End Users	End Users of the service for the Customer;
Issue Response Time	The time it takes for The Supplier to respond to the Customer after an issue has been identified;
SLA	Service Level Agreement;
The Supplier	Tribepad Ltd;
The Supplier Network	The network inside of The Supplier's border routers;
The Supplier Working Hours	Monday to Friday: 09:00 to 17:00 UK Time excluding public and bank holidays in England & Wales;
TOS	Terms of Service set out in the Agreement
Uptime	The guaranteed uptime of the Services measured on a monthly basis. For the purposes of measurement, downtime is a measurement interval during which the software, at either the web server, application server or database server level, is not responsive to an automated "Availability Transaction" generated by the monitoring software running on third party monitoring servers, excluding any planned maintenance or emergency maintenance;
User Segment	All users of a given role type – for example: - Recruiters / Hiring managers - Internal job seekers - External job seekers

SLA Objective

This SLA shall apply to all The Systems provided by The Supplier. The Supplier is committed to providing a highly available and secure network to support its Customers. Providing the Customer with consistent access to the Services is a high priority for The Supplier and is the basis for its commitment in the form of a SLA. The SLA provides certain rights and remedies in the event that the Customer experiences service interruption as a result of failure of The Supplier infrastructure. The overall service availability metric is 99.9%, measured on a monthly basis.

Total Monthly Minutes

The number of days in the month multiplied by 1,440 minutes per day.

Maintenance Time

The time period during which The System may not be available each month so that The Supplier can perform routine maintenance to maximise performance. Routine maintenance is performed on Sundays between 01:00 and 08:00 UK time, when the platform is less utilised globally.

Maintenance notification and Service Status

Notifications about planned and emergency maintenance will be posted on our Service Status site:

<https://status.tribepad.com/>

We strongly recommend that all SuperUsers and Key Contacts should register for email notifications.

Downtime

The total number of minutes that the Customer cannot access The System. The calculation of Downtime Minutes excludes time that the Customer is unable to access The Systems due to any of the following:

- (a) Maintenance Time (including scheduled roll outs)
- (b) Customer's own Internet service provider
- (c) Force Majeure event
- (d) Any systemic Internet failures
- (e) Any failure in the Customer the Customer's own hardware, software or Network connection
- (f) The Customer's bandwidth restrictions
- (g) The Customer's acts or omissions
- (h) Third party systems
- (i) Anything outside of the direct control of The Supplier

Problem Response Time

The time period after The Supplier's confirmation of the Service event, from receipt of the information required from the Customer for The Supplier's Support Team to begin resolution and open a trouble ticket in The Supplier's systems. Problem Response Time is measured from the time the ticket is created in the Supplier support system, to the time a response is sent to the Customer. After receiving a report of fault, The Supplier shall use a reasonable method to provide the Customer with a progress update.

Affected Users

The Systems are provided in a multi-tenant architecture where Users of a Customer domain may be extended across numerous servers. As such it is possible that only a subset of a Customer's Users are affected by a defect or degradation in service.

Third Party Touch Points

One of the main benefits of Tribepad is the ability to integrate with other technologies; Tribepad's architecture is such that the majority of functionality is API driven.

Tribepad can only provide SLAs on infrastructure or services within its control. The following touch points are not covered in any SLA:

- Social Media Login / Registration (FaceBook, LinkedIn, X etc.)
- Feeds from external websites (e.g. X)
- Profile Updates from LinkedIn
- DNS issues with Customer domains
- ATS Integrations with third parties

- Any other third party system integrating into Tribepad (for eg HRIS systems / Talent Management systems)

Maintenance Notices

The Supplier will communicate the date and time that The Supplier intends to make The Systems unavailable for more than four (4) minutes. The Customer understands and agrees that there may be instances where The Supplier needs to interrupt The Systems without notice in order to protect the integrity of The Systems due to security issues, virus attacks, spam issues or other unforeseen circumstances. Below are the Maintenance Windows and their definitions:

Emergency Maintenance

These change controls happen immediately with little notification ahead of time, however The Supplier will post the information to its website soon after or during the change and notify the Customer via email or phone if possible.

Preventative Maintenance

These change controls are when we detect an item in the environment that we need to take action on, to avoid emergency change controls in the future. These change controls, if possible, will occur in off-peak hours with peak being defined as quieter periods of Customer usage, as measured by our network monitoring tools.

Planned Maintenance

These are changes to the platform which support one or more of the following objectives:

- Support ongoing product and operational projects to ensure optimal performance
- Deploy non-critical service packs or patches.
- Periodic redundancy testing.

Where possible planned maintenance will be posted seven (7) days prior; however, certain circumstances may preclude us from doing so, such as an external vendor issuing an urgent change control to The Supplier, e.g. the power company alerting us to perform power testing 48 hours ahead of time.

Customer Responsibility

Minimum Requirements - The required configurations the Customer must have to access The Systems include:

- Internet connection with adequate bandwidth of a minimum of 2Mbps broadband
- A supported Internet Browser (See table below)

Browsers Supported

The platform will work on all modern standards-compliant browsers, specifically including the following browsers, which are supported on desktop and common mobile devices.

Supplier	Versions
Microsoft - Edge	We support the latest 2 major versions
Mozilla - Firefox	We support the latest 2 major versions
Google - Chrome	We support the latest 2 major versions
Apple - Safari	We support the latest 2 major versions

Service status site

We post notifications of major service issues, planned maintenance and emergency maintenance to our Service Status (status.tribepad.com) site. We recommend that Recruiters and Super-Users should register for email alerts.

Service reviews

The Supplier will provide an **annual** face-to-face service review meeting which will include reporting to the Customer which includes platform availability and ticket performance (response time and fix time). In addition, **quarterly** account management review calls will be scheduled.

Admin Control Panel - 'Tribepad Manage'

The Admin Control Panel, known as 'Tribepad Manage', is provided to all Customers enabled with The Systems at The Supplier, therefore the Customer can manage their own account and services. The Customer should use discretion when granting administrative privileges to the Control Panel. For liability purposes The Supplier Support Team is not permitted to access nor perform tasks via the Customer Control Panel.

The Supplier is not responsible for downtime related to negligence in the Admin Control Panel – e.g. turning off a user's account access or disabling/deleting an account in error. Please note that in the case of negligence The Supplier may/may not have the ability to restore data as data restoration is reserved for disaster recovery purposes. If data is lost due to negligence and it is determined that the data or a fraction of the data can be restored, professional service fees may be applied.

The Admin Control Panel is intuitive and easy to use – we will provide an Admin Control Panel User Guide but we would recommend only a restricted number of people have access for the above reasons.

A super-user is able to;

- Remove a user
- Add a user
- Create accounts
- Change status of accounts (internal/external job seeker)
- Reset an account's password
- Suspend/Unsuspend Users
- Assign report visibility privileges
- Assign community moderator privileges
- Bulk creation of accounts
- View System Monitoring metrics

Measurement

The Supplier uses a proprietary system to measure whether The Systems are available and the Customer agrees that this system will be the sole basis for resolution of any dispute that may arise between the Customer and The Supplier regarding this Service Level Agreement.

Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

The service is considered Unavailable if the criteria in the Measurement section, above, is met and one or more of the following is true until the problem has been resolved or a workaround provided:

- no job seekers or recruiters can register
- no one can apply for a job
- no User, Admin User, recruiter or job seeker can login
- no User or Admin User can post a job (as applicable)

Problem Response Times

All response times will be measured from receipt of issue notification through the correct channels and will vary per incident based on the criteria defined below. (Please note that daylight savings apply to the time ranges).

Priority level	Definition	Issue Response Time	Target time to fix or provide a workaround (Subject to the Problem Raising process being
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followed and the correct priority level being specified)			
P1: Urgent	Either: - The service is deemed unavailable (see definition above). - Represents a defect with Tribepad that will cause the Customer significant public reputation damage within the media.	Within thirty (30) minutes	If the issue will cause the Customer significant public reputation damage then: - 4 hours if the problem has been raised between 09:00 and 17:00 UK time - 6 hours if the problem has been raised between 17:01 UK time and 08.59 the following day.
P2: High	Core functionality in a module is not available to an entire group of users.	Within two (2) Supplier Working Hours.	Within the next 10 Supplier Working hours.
P3: Normal	Does not inhibit a Critical Workflow but is stopping an entire User Segment from making full use of Tribepad's functionality.	Within eight (8) Supplier Working Hours	Within the next 30 Supplier Working Days, where the Problem does not require significant design or development resources.

All problems raised via the Support Form or Email will receive an automated issue response.

Priority	Response-time SLA	Fix-time SLA
P1	95%	90%
P2	95%	80%
P3	95%	70%

We require the Customer to acknowledge that there are some "fixes" out of our control (for example third-party hosting services or interfaces and third party technology providers). We will inform the Customer in writing if we have not hit our SLA targets due to another party unable to find a resolution.

Systems Performance

Below are internal Supplier performance SLAs of the Tribepad system, for your information only.

SLA	Definition	Maximum time
System Response Time / Page Refresh time	The loading of a predefined web page from a 3 rd party web-service used for monitoring	3 seconds
Time to download a 100k file	The time to download a 100kb PDF file from a 3 rd party web service to the platform for monitoring	5 seconds
Time to upload a 100k file	The time to upload a 100kb PDF file to a 3 rd party web service from the platform for monitoring	10 seconds

Technical Help & Support

Tribepad manages problems and platform development in line with ITIL best-practice and employs ITIL accredited team members.

Tribepad provides online supporting documentation for end user self-service. The documentation includes screenshots, FAQs and videos of the platform (Tribepad branded) and should be used as the first method to get assistance on using Tribepad.

The Support Process:

- 1.1 The quickest way to get help is to self-serve using Platform Documentation, FAQs and video guides available at <https://learn.tribepad.com/>
- 2.1 If the answer cannot be found in our online support centre then the Customer should raise a support request using our form at <https://learn.tribepad.com/pro-help-support>
- 3.1 If the online support form cannot be used then please email help@tribepad.com and we will raise a support ticket manually

Support tickets are assigned to the most relevant person to deal with it. If the answer can be found in the platform documentation or Help Wizard then the user will be redirected back to those websites to find the answer.

Tribepad uses an internal Ticket Support Solution. All support requests should be made within this ticketing support system in order to ensure all information is properly logged and that the appropriate technical support personnel are alerted to the support request. The ticketing solution is available 24x7 and tickets are worked in order of priority, based on the problem response timetable above. All tickets require the following information otherwise we will be unable to look at them and they will be sent back to the user requesting more information:

- A meaningful title - i.e. more than "urgent", "browser issue", or "page broken", but instead something like "no jobs showing on dashboard of community".
- A description of the problem
- What was the user trying to do?
- What was the user doing when the problem was evidenced?
- What were they doing before?
- Username of user experiencing the problem (as the username is the only data that is not encrypted and therefore only way to find the user)
- Job reference (if related to a job)
- What they expected to happen
- User type (job seeker, HR manager etc)
- Web browser in use
- Browser version
- Operating system
- URL of the page causing the problem
- A screenshot should be sought where possible

SLAs will only apply to tickets and issues raised with all of the above information provided within them. Failing to include all of the necessary information on a ticket will negate any SLAs as defined above. SLA times will start from the time the Support Form or email is read by a member of staff, after it has been published to our ticketing system.

Escalation Process

This Escalation Process applies to any in-life issues relating to the Contract and not just the SLA. The Customer's Contract Manager and the Supplier's Contract Manager will act as the main coordinators in relation to the escalation of any issues. They will escalate issues internally as appropriate to ensure that all issues are resolved within an acceptable time limit and to the satisfaction of the other party. Progress on such issues will be reported back to the other party on a daily basis.

When an issue is identified by either party as not having been resolved satisfactorily by the other party's Contract Manager, either party may request immediate escalation in writing or by email to the Level 1 escalation point of the other party as detailed in the table below. If the issue remains unresolved ten (10)

days after escalation to the Level 1 escalation point, the matter will be escalated to the Level 2 escalation point.

Formal escalation to the Level 2 escalation point is to be viewed seriously and may be the initial step towards termination of the Contract as the issue would represent a material breach if unresolved after the escalation of the issue.

Closure of all issues which have been escalated will either be via email confirmation from the party which requested the escalation or by confirmation within the review meeting minutes. Escalation levels are indicated below:

Level	Customer Representative	Tribepad Representative	Timeline
1	TBC	cxescalations@tribepad.com For the attention of the CX Team Leads	7 days from date of identification of issue
2	TBC	chris@tribepad.com Chris Bussell – Head of Customer Experience	28 days from date of identification of issue

Service Requests

Customers may from time-to-time wish to contact the Support Team to make administrative changes within the system. For example requesting Tribepad to make bulk changes to jobs or creating custom reports. These Service Requests are not covered by this SLA as they are not 'problems'. We will provide an estimate within one working day of when these requests can be completed. However, please be aware that we cannot guarantee any timescales as investigating and resolving problems will always take priority. If you have urgent or time sensitive service requests then please give us as much notice as possible to avoid disappointment.

New Work Requests

Work requests are either new services or changes to an existing service. The Supplier shall ensure that the Work Request is acknowledged by email, is understood from a development perspective and will provide an expected time for delivery along with a cost associated with the new work request. The Customer will confirm that the costs are acceptable and will raise a Purchase Order.

The expected time for delivery to the Customer will exclude any Customer testing and handover timelines, because these are outside of the control of The Supplier. Development will not start until the Customer has provided all of the supporting information including but not limited to:

- A Purchase Order number
- Any content or specifications / requirements docs needed to implement the work request

Schedule 4 – Data Processing

1. Subject-matter of processing:

The Supplier supplies services to the Customer, including hosting and support services, which will involve the processing of Personal Data by the Supplier on behalf of the Customer.

2. Nature and purpose of the processing:

The Personal Data shall be processed by the Supplier to provide the System and Services to the Customer and perform the Supplier's obligations and exercise its rights under this Agreement ("Permitted Purpose").

3. Duration of the processing:

For the Term of this Agreement and any related agreement between the parties covering the System and Services or such shorter period where the processing is no longer authorised or no longer necessary for the Permitted Purpose or for compliance with Applicable Laws.

4. Types of Personal Data:

The Personal Data concerns the following categories of data:

- 4.1 Name
- 4.2 Date of birth
- 4.3 Email address
- 4.4 Date user registered
- 4.5 IP address
- 4.6 Passwords
- 4.7 Approximate geographical location
- 4.8 Postal address
- 4.9 Telephone number(s)
- 4.10 Information on marketing preferences
- 4.11 Employment history as entered in applications
- 4.12 Qualifications as entered in applications
- 4.13 Personal interests as entered in applications
- 4.14 Results from third-party assessments and background checking services (where applicable)
- 4.15 Reference details as entered in applications (where applicable)
- 4.16 Platform usage
- 4.17 Financial data as entered in applications including national insurance number and banking details (where applicable)
- 4.18 Special category data as entered in applications including gender, sexuality, religion, ethnicity, disability, convictions (where applicable).

5. Categories of Data Subjects:

- Customer Users and Admin Users : the person registering as an authorised user of the System and Services.
- The Customer: the person requesting information about and/or purchasing the Supplier's Services, which may be an individual acting in their own right or acting on behalf of another person or business.
- The Candidates: individuals using the System for the purpose of searching, browsing and/or responding to job postings.
- Referees: individuals nominated by the Candidates
- Next of kin: individuals nominated by the Candidates

6. Third-party processors

- Tribepad may use any of the following third parties to provide the Services, some of whom may act as Data sub-processors for the purpose of delivering the Services to the Customer under this Agreement.

Sub-processing organisation	Location	Purpose
Amazon	UK	Cloud hosting provider.
Amazon	USA	Email relay service provider. Customers may be configured on either or both of our email relay service providers.
Cloudflare	Worldwide	Web traffic management and DDoS protection
Commify (Text Anywhere)	UK	SMS relay service provider, utilised for one-way messaging
Sendgrid	USA	Email relay service provider. Customers may be configured on either or both of our email relay service providers.
Trust ID	UK	Digital Identity Service Provider
Vonage	Europe	SMS relay service provider, utilised for two-way messaging
Willo	UK	Video Screening provider

7. International data transfers
 - Any transfer of Personal Data outside of the UK or EEA will comply with the Standard Contractual Clauses for International Transfer EU 2016/679 as updated June 2021.