



Jobtrain Licence Agreement for xxxx

Created by: XXX

THIS LICENCE AGREEMENT is made on the day of [XXX].

BETWEEN

A. **Jobtrain Limited** incorporated and registered in England with company number 05032849 whose registered office is at 4 Tabley Court, Victoria Street, Altrincham, Cheshire WA14 1EZ (Jobtrain Limited);
and

B. [XXX] incorporated and registered in England with company number [XXX] and whose registered office is at [XXX] (**Client**).

BACKGROUND

Jobtrain Limited is the entire legal and beneficial owner and supplier of certain software products as detailed within Schedule 1 and is willing to develop/adapt those software products to meet with the mutually agreed specification and to license such software, and to provide certain related services (as detailed in clause 2 and Schedule 3) in respect thereof, to the Client and its affiliated entities in accordance with the provisions of this Agreement.

AGREED TERMS

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

Client Personal Data: means any Personal Data Processed by Jobtrain Limited in connection with the provision of the Services under this Agreement (including, without limitation, all Personal Data submitted or otherwise collected via the Software or the Services).

Data Controller, Data Subject, Processing and Personal Data: bear the meanings set out in the applicable Data Protection Legislation

Data Protection Legislation: means: (i) prior to 25 May 2018, the Data Protection Act 1998 and any subordinate legislation made under such Act; (ii) from 25 May 2018 onwards and unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (iii) any successor legislation to the GDPR or the Data Protection Act 1998 that applies in the UK or otherwise in respect of the Services provided under this Agreement.

Intellectual Property Rights: all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

Licence: means the licence granted under clause 2.

Licence Fee: an annual hosting and support fee payable by the Client to Jobtrain Limited under clause 4.

Parties: means [XXX] and Jobtrain Limited

Services: has the meaning set out in clause 2.1 and Schedule 3.

SLA: has the meaning set out in Schedule 3.

Software: means the software services designed and owned by Jobtrain Limited and made available to the Client under this Agreement which consists of various modular components selected by the Client for use within the internet based e-recruitment software and applicant tracking system owned by Jobtrain Limited and hosted on an Access UK Limited t/a Access Alto internet platform. As at the Go Live date, the components selected by the Client are those set out in Schedule 1.

Specification: means the definition of the requirements for/functionality of the Software, as agreed in writing with the Client at the Scoping Meeting and as may be amended from time to time by written agreement between the Parties (which may include, for example, application form content, workflows, website content, database categories, database searching and user profiles, email content and reporting requirements).

2. Services

2.1. Jobtrain Limited shall provide the following services to the Client (together the Services):

2.1.1 maintenance of the Software for the Client for the duration of and in accordance with this Agreement;

2.1.2 the training of nominated members of the Client's staff in the use of the Software, up to a maximum of 2 days consultancy time. Additional training and consultancy support can be provided at a rate of £900 per day (+ VAT);

2.1.3 completion of any development work required in order for the Software to meet with the Specification, including, without limitation amendments to the Client's job application forms, workflows, website content, database categories, database searching and user profiles, plus ad-hoc reporting alterations not exceeding 1 day of development time per request;

2.1.4 the development of new material, to update and systematically improve the Software, and to promptly inform the Client of such developments, communicated via the Account Manager. All changes are tested and only released into a live environment once fully tested and signed off by the Client following Jobtrain Limited change methodology; and

2.1.5 the services as further detailed in Schedule 3.

2.2. Jobtrain Limited undertakes to complete and perform its development obligations and to deliver the Software by the relevant date agreed at the Scoping Meeting (or such other date as may be agreed in writing by the Client).

2.3. The Client shall undertake such acceptance tests in respect of the Software when delivered as it deems necessary or desirable. The criteria for acceptance of Software shall be its compliance (in the Client's opinion, acting reasonably) with the Specification and the successful completion of such acceptance tests and achievement of such error free operation as the Client may reasonably require. In the absence of formal notification of acceptance, then it will be taken that the system has completed acceptance tests successfully if the client has not notified Jobtrain Limited of any problem relating to the meeting of the specification within two weeks of the go-live date.

2.4. Any defects or shortcomings in the Software notified to Jobtrain Limited during the running of acceptance tests or otherwise prior to acceptance and for a period of 90 days after the Software has been fully implemented and gone live shall be rectified by Jobtrain Limited free of charge.

2.5. If the Software is accepted by the Client, the Client shall notify Jobtrain Limited of that fact in writing. If the Software (or any material part of it) is rejected by the Client, the Client shall detail the reasons for such rejection and Jobtrain Limited shall be given 15 business days (or such time as the Parties may otherwise agree) in which to rectify the errors with the Software and re-submit the Software to the Client for acceptance. If Jobtrain Limited fails to rectify the errors within that 15 business day period, or if the Software is rejected a second (or any subsequent times), the Client may, at its option and in its sole discretion:

2.5.1 give Jobtrain Limited additional time or further opportunities to rectify the errors with the Software; or

2.5.2 terminate this Agreement immediately on written notice to Jobtrain Limited.

2.6. Without prejudice to the Client's other rights and remedies, on termination of this Agreement pursuant to clause 2.5.2, Jobtrain Limited shall be required to repay 50% of the initial set-up fee (unless the system has been accepted to go live in accordance with clause 2.3) together with any other sums paid to it by the Client prior to the date of termination.

3. Term

This agreement shall remain in force from the Contract Agreement date for a period of three years and shall thereafter auto-renew annually on the anniversary of the contract agreement date, unless written notice is given to Jobtrain Limited no later than three months in advance of the anniversary of the Contract agreement date. Such notice can be delivered via email and should be addressed to the Chief Operating Officer (COO), Clare Ryder using email address clare.ryder@jobtrain.co.uk.

Upon auto-renewal of the contract term at the anniversary of the contract agreement date, the Annual License fee will increase by 5% per year after the initial contract term is complete unless mutually agreed otherwise.

4. Fees

4.1. Jobtrain Limited and the Client have agreed an initial one-off set-up fee of [XXX], and a Licence Fee for the Software, of £[XXX] per annum payable in full within 30 days of contract agreement date (subject to receipt by the Client of a valid invoice in respect of such fee).

The licence year will run from the contract agreement date , so that future annual licence fees will be due 12 months after the contract agreement date.

Thereafter shall become due on the second and third anniversary of date of contract agreement date. Unless otherwise expressly stated, the process for payment of all fees due under this Agreement is that Jobtrain Limited will issue an invoice for the relevant amount on or after the relevant due date and the Client shall be pay all such invoices within 30 days after receipt.

Jobtrain Limited shall not increase the Licence Fee for the duration of the Term. The Licence Fee does not include fee rises as a result of subsequent requests for modular components in addition to those detailed within Schedule 1. Failure by the Client to pay the Licence Fee in full and in line with this Agreement without due cause can lead to suspension of the provision of the Service and Software from Jobtrain Limited.

4.2. All fees payable under this Agreement which are not received when due will be considered overdue and remain payable by the Client together with interest for late payment at the rate of 2% per annum above Barclays Bank base rate from time to time from the date such fees became due until the date payment is received. This clause shall not apply to payments that are contested in good faith.

4.3. Branding of the Client candidate sites

As part of the set-up process for the Services, Jobtrain will apply The Client's logo and colour scheme to Jobtrain Limited candidate website template design.

If the Client requires a candidate website build that replicates the Client's website style, Jobtrain Limited can deliver this for a single fee of **£3,000**. To achieve this, Jobtrain Limited requires a static html file along with any

required javascript files, images or stylesheets which the Client has relating to the website (these may be held by the Client's website design agency).

4.4. Client Nominated Sub-domain SSL Keys

If the Client's candidate site URL (which will be decided during project scoping) will be a sub domain of the Client's own website address then for the requested SSL key there will be a registration and set-up charge of £500 (not included in the initial set up fee set out in clause 4.1) and an ongoing annual fee for the SSL key of £995 (not included in the annual Licence Fee set out in clause 4.2).

If the Client alters the agreed URL for the key or cancels this, a cancellation fee of £500 will be payable to Jobtrain Limited. The fee will cover Jobtrain Limited's time in setting up the SSL key, cancelling it and then re-writing the code to establish the new sub-domain or reverting to a jobtrain.co.uk address.

5. Jobtrain Limited Warranties

5.1. Jobtrain Limited acknowledges that the Client has entered into this Agreement in reliance upon Jobtrain Limited expertise in selecting and supplying software fit to meet the Client's business requirements.

5.2. Jobtrain Limited represents and warrants that:

5.2.1 it has the right to enter into this Agreement and to grant to the Client a licence to use the Software (and any Intellectual Property Rights therein) as contemplated by this Agreement;

5.2.2 the Software will conform in all material respects to the Specification; and

5.2.3 in the event that Jobtrain Limited enters into any composition or arrangement with its creditors or enters into liquidation whether compulsory or voluntary or has a receiver or administrative receiver

appointed over all or any part of its assets or undertaking or a petition is presented for an administration order or ceases to trade, it shall immediately notify the Client. The Client shall be entitled to terminate this Agreement immediately on written notice to Jobtrain Limited.

5.4. The Client's Personal Data shall be stored and backed-up in a network environment dedicated to the Client and such storage facility and back up facility shall be located in the UK. Without prejudice to clause 7.4 below, Jobtrain Limited shall not transfer any of the Client's Personal Data outside of the European Economic Area without the Client's prior written consent.

6. The Client's obligations

Other than to the extent permitted by law, the Client shall not copy any of the source code for the Software and shall use its reasonable endeavours to ensure that every Client employee abides by these conditions.

7. Intellectual Property and Data Protection

7.1. All Intellectual Property Rights in the source code for the Software, the Software, any related software and any modification thereto made by or on behalf of Jobtrain Limited belong and shall belong to Jobtrain Limited.

7.2. Jobtrain Limited hereby grants to the Client during the term of this Agreement a non-exclusive licence to use the Software and the Intellectual Property Rights therein for the Client's (or its associated entities') own use. Jobtrain Limited shall be liable for and shall indemnify the Client and its associated entities in full from and against any and all costs, losses, expenses and liabilities incurred by it as a result of any third party claim that the use of the Software (or the Intellectual Property Rights therein) infringes any third party's rights.

7.3. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve,

remove or replace, a Party's obligations under the Data Protection Legislation. The Parties acknowledge that for the purposes of the Data Protection Legislation, The Client is the Data Controller and Jobtrain Limited is the Data Processor. Schedule 2 sets out the intended scope, nature and purpose of Processing by Jobtrain Limited, the duration of the Processing and the types of Personal Data and categories of Data Subject.

7.4 Without prejudice to the generality of clause 7.3, Jobtrain Limited shall, in relation to any Client Personal Data:

- a. Process that Client Personal Data only on the written instructions of the Client unless Jobtrain Limited is otherwise required to Process such Client Personal Data by the laws of the United Kingdom or any member of the European Union (Applicable Laws);
- b. Ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Client Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Client Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- c. Ensure that all personnel who have access to and/or process Client Personal Data are obliged to keep the Client Personal Data confidential;

- d. Not transfer any Client Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - I. The Client or Jobtrain Limited has provided appropriate safeguards in relation to the transfer;
 - II. The relevant Data Subject(s) has/have enforceable rights and effective legal remedies;
 - III. Jobtrain Limited complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Client Personal Data that is transferred; and
 - IV. Jobtrain Limited complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Client Personal Data;
- e. Assist the Client, at the Client's reasonable cost, in responding to any request from a Data Subject (including, without limitation, notifying the Human Resource Department of the Client upon receipt of such request) and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f. Notify the Client without undue delay on becoming aware of a Client Personal Data breach;
- g. At the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination or expiry of this Agreement (unless required by Applicable Law to store the Client Personal Data (and then only to the extent so required)); and

- h. Maintain complete and accurate records and information to demonstrate its compliance with this clause 7.4 and allow for audits by the Client or its nominee.

7.5. The Client consents to Jobtrain Limited appointing Access UK Limited t/a Access Alto as a third-party processor of Client Personal Data under this Agreement to provide website hosting / online data storage facilities. Jobtrain Limited confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Client and Jobtrain Limited, Jobtrain Limited shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.4. Jobtrain Limited shall not appoint any other third parties to Process any Client Personal Data without the Client's prior written consent.

8. Indemnity

8.1. Jobtrain Limited agrees to indemnify and keep indemnified and defend at its own expense, the Client against all costs, claims, damages, fines or expenses incurred by the Client or for which the Client may become liable due to any failure by Jobtrain Limited or its employees to comply with any of its obligations under clauses 7.4 or 7.5.

8.2. Neither party shall be liable to the other for any loss of profit, loss of goodwill, or any other indirect or consequential loss of whatever nature.

9. Termination

9.1 In addition to any other termination rights set out in this Agreement, this Agreement shall terminate:

9.1.1 automatically on the fourth anniversary of the Go-Live Date, unless renewed by agreement between the Parties; or

9.1.2 on receipt of written notice from the Client to Jobtrain Limited in the event that Jobtrain Limited is in material or persistent breach (i.e. more than one breach) of this Agreement and either, that such breach(s) is incapable of remedy or Jobtrain Limited has failed to remedy the breach within 30 days of receipt of written notice requiring it to remedy the breach.

9.2 Any termination of this Agreement shall be without prejudice to the other rights or remedies of either Party under the Agreement or at law. No Client data (including any of the Client's Personal Data) shall be held or retained after the termination or expiry of this Agreement unless required by Applicable Law. Active Client data is only held for the required duration for which an archival process is set and scoped on setup of The Client. On archival of data only anonymised statistical data is held for the duration of the term of this Agreement. Client data held within Jobtrain Limited' datacentres that is required to be removed on termination or expiry of this Agreement (including any Client Personal Data) must be wiped using commercial multi pass pattern wiping software as per Jobtrain Limited hosting providers ISO27001:2022 policies.

If a client requires data to be exported as part of the termination process, the Jobtrain can facilitate this, within reason. Please see schedule 4 for details on how we undertake this export and what considerations you will need to have,

Upon termination or expiry of this Agreement for any reason, any fees paid in advance by the Client shall be refunded to the Client on a pro-rata basis.

10. Confidentiality

Each Party agrees to, during the term of this Agreement and thereafter, keep confidential, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party (including information relating to its clients, staff or potential candidates applying for roles), unless such information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such Party from a third party. Each Party shall use its best endeavours to prevent the unauthorised disclosure of any such information.

11. General

11.1 Except as expressly stated in clause 5.2, Jobtrain Limited shall not sub-contract, and shall ensure that no sub-contractor further sub-contracts, any part of the Services to a third party without the prior written consent of the Client.

11.2 All notices to be given under the Agreement shall be in writing and left at or sent by first class registered or recorded delivery post or emailed to the appropriate nominated office of the parties to the agreement.

11.3 Except for rights granted to the Client's associated entities, this Agreement does not confer upon any third party any rights under the Contracts (Rights of Third Parties) Act 1999.

11.4 This Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF each of the Parties or their representatives has executed this agreement on the day and year first before written.

Subscribed by [XXX]	Subscribed by Jobtrain Limited
For [XXX] - sign name	Director - sign name

Schedule 1 – Software

Core Solution and Optional items to be detailed and agreed as part of G-Cloud call-off contract:

Schedule 2 - Data Protection

1. Processing by Jobtrain Limited

1.1 Scope

Via the Software and Services Jobtrain Limited will receive Personal Information from potential candidates who are interested in working at the Client. This will range from contact details for candidates who wish to register their interest in a particular role, up to full job applications and/or CV submission.

1.2 Nature

The Personal Data will all be received, stored and made available to the Client in electronic form (i.e. all Personal Data will be Processed electronically).

1.3 Purpose of Processing

Via the Software and the Services, Jobtrain Limited are being engaged to receive Personal Data from potential candidates, to store such Personal Data and to make such Personal Data available to the Client for consideration in respect of roles at the Client.

1.4 Duration of the Processing

Personal Data received from potential candidates will be stored by Jobtrain Limited (and made available to the Client) for a maximum of 18 months or, if shorter, the remaining Term of this Agreement.

2. Types of Personal Data

- Name
- Contact details (postal address, email and telephone)
- Date of birth
- Gender
- Ethnicity and/or equal opportunity data
- NI number
- Passport and/or working visa number (plus a copy of the passport/visa)
- Employment history
- Education/qualifications
- Referees

3. Categories of Data Subject

- Enquirers
- Potential candidates/candidates for roles at the Client

Schedule 3 – Service Level Agreement

This Service Level Agreement ("SLA") forms part of the Agreement.

Any defined terms within this SLA not herein defined shall have the meaning set out in the Agreement.

This SLA is governed by the Agreement and complies with Jobtrain Limited Information Security Policy. Jobtrain Limited agrees to abide by the terms of this SLA and requires its clients to do likewise. Jobtrain Limited shall use its best endeavours to provide continuous and consistent service with respect to this SLA. Jobtrain Limited may amend the terms of this SLA with the prior written approval of the Client.

1. Backup schedules

Jobtrain Limited operate a virtualised co-located server array within the UK. Back-ups are taken on a daily basis and stored securely off-site for disaster recovery purposes.

Jobtrain Limited Software source code is also backed-up following any upgrade to the Software and also stored securely off-site (within the UK) for the purposes of disaster recovery.

2. Software updates

Jobtrain Limited follows a path of continual development. As such, the business is constantly adding new features and functionality to the Software, based on user requests and feedback. As the Software is a web-based system, all users have immediate access to upgrades and additional features, as appropriate to their licensing agreement.

3. Systems monitoring and maintenance

To guarantee optimal performance of the Software, it is necessary for Jobtrain Limited to perform routine maintenance. Such maintenance may require taking servers off-line and is typically performed during off-peak hours between 11:00 PM and 4:00 AM (UK local time) to minimise user inconvenience.

Jobtrain Limited reserves the right to plan a scheduled outage with forty-eight (48) hours advance notice. Jobtrain Limited will use commercial best efforts to schedule these outages at non-peak hours as above and limit their occurrence to strictly necessary upgrades and required maintenance.

It is the responsibility of client administrators to notify all persons within their organisations of scheduled outages.

4. Security

General

Jobtrain Limited has the responsibility to comply with Data Protection Legislation and are fully compliant with such Data Protection Legislation. Jobtrain Limited also complies with The Conduct of Employment Agencies and Employment Businesses Regulations 2003 regarding the storing of candidate information.

Systems

Jobtrain Limited maintains an active security program that includes automatic update of virus protection software, current operating system patches and updates, on-going monitoring of all firewalls and web servers, hardware and software intrusion detection, monitoring of event logs and internet activity, restricted access to management functions on production servers and 24/7 monitoring of the entire infrastructure.

Client and candidate security

Client and candidate data is stored on a database server that sits behind a “firewall” (not directly on the Internet). The database will only accept requests for the data that have passed all applicable security checks. All access to the system is granted by username and password only, according to the access/viewing rights assigned to a specific client/candidate. Jobtrain has deployed Verisign SSL with Secure Site Pro with Extended Validation throughout its solution.

Client responsibilities for data security

The following client requirements enhance data security:

- Clients must use discretion granting administrator privileges
- Clients must regularly conduct audits of registered client users and if employees no longer require access, client administrators must deactivate their accounts
- Users must not share their login credentials
- We recommend that users change their passwords at least every one hundred and eighty (180) days
- Users must select passwords that are seven characters or longer that include a combination of upper and lower case with mixed alpha and numeric text
- Jobtrain Limited advises clients to use up-to-date, local anti-virus software. Jobtrain Limited is not responsible for infection of end-user devices or lost or corrupted messages due to anti-virus software running on the client’s side

5. Client Data Availability

Jobtrain Limited recognises that all data collected on behalf of the Client using the system is the exclusive property of the Client (and a copy of all such data shall be provided to the Client at any time on demand). Subject to any other provisions of this Agreement, should the Client require an export of any or all of this data at the end of the term of the Agreement, it must notify Jobtrain Limited in writing no less than 90 days before the end of the Term. Any requests after this time will attract fees on a time and cost basis in line with Jobtrain Limited standard consultancy day rate. Jobtrain Limited will provide the export within the timescale agreed with the Client in a standard export format.

6. Service Availability

a. Coverage – Definitions

As used herein, the term "Service Availability" means the percentage of a particular month (based on 24- hour days and an assumed 30-day month) that access to the hosted Software and client/candidate data is available.

b. Guarantee

Jobtrain Limited will use commercial best efforts to provide clients with 99.9% service availability relating to its hosting.

Service Availability is calculated by the number of hours the service is available to clients plus the total number of hours, if any, the service is scheduled to be unavailable, divided by the total number of hours in that month.

c. Penalty for non-compliance

Subject to Sections d. and e. below, if the Service Availability is less than 99.9%, Jobtrain Limited will issue a credit to Client in accordance with the following schedule, with the credit being calculated on the basis of the monthly licence fee for the affected solution:

Service Availability	Credit Percentage
99.9 to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% to 94.9%	50%
89.9% or below	100%

d. Exceptions

Clients shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

- Circumstances beyond Jobtrain Limited reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, SMS gateway applications, third party online assessment tools, third party parsing tools or scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- Failure of access circuits to the Jobtrain Limited network, unless such failure is caused solely by Jobtrain Limited or issues within Jobtrain Limited reasonable control;
- Scheduled maintenance and emergency maintenance and upgrades (as per section 3 above);
- DNS (Domain Name Service) issues outside the reasonable control of Jobtrain Limited;

- Client's acts or omissions (or acts or omissions of others engaged or authorised by the Client) including, without limitation, custom scripting or coding, any negligence, wilful misconduct, or use of the Solution in breach of the Agreement.
- Outages elsewhere on the internet that hinder access to your account.

7. Help desk response time

This section describes how Jobtrain Limited maintains high quality customer care to ensure client satisfaction.

Jobtrain Limited critical technical support operates 24/7. In the event of a disaster affecting both our main site and fallback server, our watchdog systems will notify us and our engineers will be deployed.

For general user and technical support, Jobtrain Limited provides a variety of ways for clients to request help or otherwise make enquiries.

- I. Our Helpdesk support service is available to:
Clients via <https://clientsupport.jobtrain.co.uk/support/home>
Nominated recruitment partners via
<mailto:clientname@jobtrainsupport.co.uk>
<https://clientsupport.jobtrain.co.uk>
- II. Our Helpdesk is serviced between 0900-1730 (UK local time), unless agreed otherwise within the License Agreement. Our Helpdesk platform includes a searchable Knowledge Base which is available 24 hours a day, 7 days per week.
- III. Telephone based support for clients and nominated recruitment partners is available via +44 (0)161 850 2004 between the hours of 0900-1730 (UK local time), unless agreed otherwise within the License Agreement.

IV. Online user help is available to client users throughout the solution, by clicking on 'User' and 'Help & Support' from the main menu the solution.

	The Jobtrain Helpdesk queries are categorised by severity:
Severity 1:	Assigned to a system/platform outage restricting user access.
Severity 2:	Assigned to technical issues preventing a user's workflow completion.
Severity 3:	Assigned to technical issues, but not ones that prevent a user's workflow completion.
Severity 4:	Assigned to candidate/client queries related to user understanding, access/password issues etc.
Configuration Change Request	Assigned to general requests for change that cannot be actioned via client self-service functionality.

SLAs	Severity Level 1	Severity Level 2	Severity Level 3	Severity Level 4	Config Change Request
Description	System / Platform outage restricting user access	Technical issues preventing a user's workflow completion	Technical issues, but not ones that prevent a user's workflow completion	Candidate / client queries related to user understanding, access / password issues etc	Configuration change requests
Response Time	1 hour	4 hours	1 business day	1 business day	1 business day
Resolve Time	4 hours	1 business day	5 business days	As required	As required
Status Updates	30 minutes	4 hours	As required	As required	As required

If Jobtrain Limited fails to comply with the response procedures described above, it will give affected clients a credit, equivalent to 1 days Licence Fee.

Client responsibilities:

It will be the Client's responsibility to maintain current profile information for their administrator using the Jobtrain Limited User Administration Function in order to receive notifications, which are made via e-mail.

8. Escalation Paths and contacts

All Jobtrain Limited clients are assigned a dedicated Account Manager, who should be contacted with any issues that a client feels need escalation beyond helpdesk support.

In the unlikely event that issues remain outstanding, clients should contact the Jobtrain Limited Operations Director.

9. Business Continuity Provision

In the event that Jobtrain Limited is unable to continue service to Clients, Jobtrain Limited will use commercial best effort to provide no less than two (2) weeks of interim service.

During this period, Jobtrain Limited will provide access to and at no cost the most current data backups, as well as all necessary information, including application settings, in order to facilitate a transition of Client's service to another provider or in-house implementation.

10. Additional development work and charging policy

Our policy regarding additional requirements is straightforward. Any configuration changes to the solution will not incur an additional (given our solution is 90% configurable and on a self-service basis) In situations where major configuration (more than half a day), custom development work, formal training is required that sits outside of our ongoing service delivered through your CIC we advise clients in advance that this would be a costed project with a Statement of work. Our consultancy rate is £900 per day (+VAT).

11. Billing enquiries

Billing enquiries should be sent to cheryl.glenn@jobtrain.co.uk

12. Sales and Service Enquiries

All enquiries regarding subscription of new accounts or addition of services should be addressed to enquiries@jobtrain.co.uk.

Schedule 4 – Data Transfer upon termination

We have two tables of data, 'Jobs' and 'Candidates', from which we can export data fields. Where separate extracts are requested, once we have provided the export, you can then merge the two extracts together should you wish. Candidate History and attached documents cannot be exported.

Considerations:

Where do you intend to hold the data?

Is it secure?	Can it accept it?	Do you need to ask / inform candidates about moving their data?
----------------------	--------------------------	--

How far back / how wide do you wish your data export to be?

Data may be stale, out of date or not relevant to the intended use	The larger the export, the more challenging it is to send, receive, access and use	How do you intend to use it?
---	---	-------------------------------------

Once you have considered the points above, the next steps are to:

- Provide Jobtrain with a list of exact fields required (more specific than "personal details etc"). Referring to specific jobs or application forms will help ensure the correct field is exported.
- If it helps, provide a mock up of how you want the export to look.
- Specify the format you want it in (excel most likely won't be possible for large exports)
- Specify how you want it delivered to you (It'll likely be too big to email, and you will need to consider that once it's out of the secure Jobtrain system, Jobtrain will accept no liability for security breaches/losses of the extracted data. Options could include you providing us with a secure drop/SFTP link).

- Should you require data that is not readily captured from either the job data or candidate data fields, then you can request this information from Jobtrain Limited and the feasibility of the request will be considered. If this can be done, then you will be provided with a time frame and associated development costs for you to agree prior to us commencing work.

If, as a client, your licence with Jobtrain includes the Business Intelligence facility, then you should be able to extract far more information yourself and we would be happy for you to do this. However, we would advise you to discuss this with us first just so we can advise you if we foresee any problems with the data you are extracting – or if it particularly large data, then we can agree a time for this to be run out of core hours.

Schedule 5 – Business Intelligence Report Builder – Fair Use Policy

The Business Intelligence Report Builder within Jobtrain enables the client to build, save, export and automatically distribute data from their Jobtrain database using a reporting platform. The Business Intelligence platform enables the use of filters to encourage users to generate reports containing specific information required for reporting and data intelligence purposes and should only be used for the generation of required reports and not for general data mining. Each report is limited to a maximum 10,000 rows of data.

During periods of peak use, where there is the greatest number of users of the system and high contention for capacity, our Fair Use Policy restricts users from automating the generation and distribution of large numbers of reports concurrently.

We monitor each client's Business Intelligence Report Building platform to identify those with a disproportionate amount of automated reports, or those with reports which appear to be used for data mining purposes.

This Fair Use Policy restricts only the amount of concurrent automated reports and the use of the Business Intelligence Report Building platform for data mining. It does not limit the amount of reports that can be created or distributed at other times.