



Document	Talos SaaS Terms and Conditions
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Updated By	Dean McGlone
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Talos Standard Terms and Conditions

1. Definitions and Interpretation

1.1 In these terms of business (the Terms):

Talos360 means Talos360 Limited, trading as Talos360 (company number 06824959) based at 4 Webster Court, Carina Business Park, Warrington, WA5 8WD (Talos360);

Allocation Date means the date on which a quantity of Transactional Stock Items is first made available to the Client for use, as stated in the Order Form or, if not stated, the Initial Term Start Date;

ATS means the Talos360 applicant tracking system and any included Third Party Service;

Talos Perform means the Talos360 performance management system and any included Third Party Service;

Candidate means the employee, potential employee or other individual who is subject to the Services;

Charges means the Licence Fees and any other charges as referred to in clause 3 and/or agreed in the Order Form;

Client means the person/entity/organisation identified in the Order Form;

Client Systems means the Client's own systems, networks, devices, third-party applications and services not provided by Talos360 under this Contract, including any integrations the Client procures directly;

Contract means the contract agreed between the Client and Talos360 for the licence of Talos Software and related services comprising of the Order Form and these Terms;

Data Protection Legislation means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 2018, the GDPR (Regulation (EU) 2016/679) and any national laws implementing the GDPR into English law or equivalent (as amended or re-enacted from time to time and including any replacement or successor or subordinate legislation). Terms in this Contract shall, where applicable and unless otherwise stated, have the meanings given to them in the Data Protection Legislation;

Initial Term has the meaning set out in the Order Details;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, computer software, data base rights, rights to use and protect the confidentiality of Confidential Information including know how and trade secrets, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extension of, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Licence Fees means the Talos Software Licence Cost which is payable each year of the Contract, the details of which are set out in the Order Form;

Licence Metric means the usage, volume or other quantitative limit that applies to the Services, as expressly stated in the Order Form for the applicable Services (for example, number of employees or number of users);

Maintenance Releases means releases of the Talos Software that corrects faults, adds functionality or otherwise amends or upgrades the software, but which does not constitute a new version;

Material Breach means a breach of this Contract which has a serious and demonstrable effect on the ability of the non-breaching party to receive the core benefit of this Contract and which is not trivial, minor or procedural in nature, and has not been remedied within the applicable cure period following written notice;

Order Details means the Contract Details and Details section of the Order Form;

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Order Form means the order form completed by Talos360 containing the details of the Services required and the Service Fee and sent by email to the Client which the Client shall sign and return to Talos360;

Services means the provision of access to and use of the Talos Software and any related services described in the Order Form and clause 4;

Service Credit means a pricing adjustment calculated under clause 10 to be applied only as an offset against charges payable under a subsequent contract term or against charges payable under a future Order Form for additional Services. It is not a refund, credit note, or cash equivalent, and is valid for 12 months provided the Contract remains in force;

Talos Software means the software being provided to the Client under the Contract;

Third Party Terms means the standard terms and conditions (if any) which governs the Client's use of or access to the applicable Third Party Service. Common standard Third Party Terms can be found at <https://talos360.co.uk/talos360-terms-and-conditions>;

Third Party Service means any software, service or documentation owned by a third party that Talos360 makes available to the Client as part of the Services under this Contract, where such third-party component is expressly included in the Order Form, or is necessary to deliver the Services and is provided by Talos360 as part of the Services;

Transactional Stock Items means usage-based units for specific services (whether provided by Talos360 or a Third Party Service) that are consumed per transaction and are subject to allocation, validity periods and usage limits.

- 1.2 Unless the context requires otherwise, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.3 The headings are for ease of reference only and shall not affect construction or interpretation.
- 1.4 Any descriptive matter or advertising issued by Talos360, and any descriptions or illustrations contained in Talos360 brochures or website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 1.5 The Client represents and warrants that the data processing to be carried out under this Contract is carried out with the knowledge of the Candidates.
- 1.6 This Contract incorporates the terms of the Data Processing Agreement for the relevant Talos Software which can be found at: <https://talos360.co.uk/talos360-terms-and-conditions>.
- 1.7 Any phrase introduced by the terms including, include, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 Reference to in writing and written shall include by email.
- 1.9 Any reference, express or implied, to any enactment, statute or statutory provision includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.
- 1.10 This Contract is valid from the Initial Term Start Date as set out in the Order Details.
- 1.11 Time for payment shall be of the essence. If any payment from the Client is overdue, any preferred payment terms will revert to the standard payment terms under this Contract of 30 days.

2. The Contract

- 2.1 These Terms apply to the licence of the software and services provided by Talos360 to the Client.
- 2.2 A Contract will be formed upon the Client confirming acceptance by signature of the Order Form and the Contract shall continue for the Initial Term and then on a continuing basis until terminated in accordance with clause 11.
- 2.3 These Terms apply to and form part of the Contract to the exclusion of all other terms and conditions including any terms and conditions which the Client seeks to impose or incorporate, or which are howsoever implied including by trade, customer practice

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or course of dealing. Unless express provision is made to the contrary, in the event of conflict or inconsistency between an Order Form and these Terms, the provisions of the Order Form shall prevail.

- 2.4 If either party wishes to change an Order Form for any reason, the parties must agree such changes in writing, as evidenced by a new Order Form signed by both parties.
- 2.5 This Contract incorporates Third Party Terms, and the Client acknowledges that their use of the Third Party Services under this Contract will be additionally subject to those terms and conditions.

3. Price and Payment

- 3.1 The Client shall pay the Licence Fee specified in the Order Details.
- 3.2 Where Talos360 provides additional Services any additional Services shall be calculated in accordance with Talos360's prevailing rates at the time and subject signing of an additional Order Form.
- 3.3 Unless stated otherwise in the Order Form, all charges and fees are exclusive of value added tax chargeable from time to time (VAT) and any other duties which shall be paid by the Client when it pays the Licence Fee or at such other time as may be indicated in the Order Form or agreed by the parties in writing or in the case of VAT, subject to receipt of a valid VAT invoice from Talos360.
- 3.4 Unless otherwise stated in the Order Form, Talos360 shall be entitled to invoice the Client for the Licence Fee and any other Charges upon signature of the relevant Order Form or the Contract being otherwise formed. All invoices must be paid within 30 days from the invoice date unless otherwise expressly stated to the contrary in the Order Form.
- 3.5 The Client shall notify Talos360 of any dispute regarding an invoice within 5 days of its receipt.
- 3.6 In the event of a dispute being brought in good faith by either party regarding invoices, the disputed sum will be withdrawn from the payment cycle and will be subject to clause 15 Dispute Resolution.
- 3.7 Talos360 reserves the right to charge the Client interest in respect of the late payment of any sums due under this Contract (both before and after judgement) at a daily rate equivalent to 4 per cent above the Bank of England base rate from the due date until the day payment is received. Such interest shall accrue on a daily basis and be compounded quarterly.
- 3.8 Without prejudice to any other right or remedy, Talos360 may suspend access to the Services if the Client fails to pay any undisputed invoice by the due date, provided Talos360 has given the Client written notice of non-payment and the Client has failed to remedy such non-payment within seven (7) days of receipt of that notice. Talos360 shall not be liable for any loss arising from such suspension except to the extent caused by Talos360's negligence or wilful misconduct.
- 3.9 Following expiry of the Initial Term (if applicable), Talos360 reserves the right to increase the Licence Fee on each subsequent anniversary of the Agreement Start Date by no more than 5%.
- 3.10 Talos360 may increase the charges payable for any Third Party Service included in the Order Form during the term of this Contract solely to the extent necessary to reflect an increase in charges levied on Talos360 by the relevant third-party supplier, provided that Talos360 gives the Client reasonable prior written notice of any such increase. Talos360 shall not apply any additional margin to such increase.
- 3.11 The Client may not withhold payment of any sum by reason of any set-off of any claim or dispute with Talos360 whether relating to the quality or performance of the Services or otherwise.
- 3.12 The Client's use of the Services is limited to the maximum number of Licence Metrics as set out within this Contract.
- 3.13 It is the Client's responsibility to inform Talos360 within 90 days should the Licence Metrics be exceeded. Talos360 reserves the right to audit the Client during normal business hours no more than once in any 12 month period to ensure compliance with the Licence Metrics. Any such audit shall be limited to information reasonably required to verify compliance.
- 3.14 Transactional Stock Items are valid for 12 months after the Allocation Date. Transactional Stock Items are consumed when the relevant check, request, submission, post, or dispatch is initiated through the Services.

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3.15 Where usage exceeds the quantity allocated for any 12-month period, Talos360 may charge excess usage in arrears at the unit price set out in the Order Form or, where not stated, Talos360's then current published unit price.

3.16 Transactional Stock Items do not automatically renew unless the Order Form expressly states that they are annual renewable.

3.16.1 Where Transactional Stock Items are stated to be one-time on the Order Form, they are allocated once on the Allocation Date and are valid for 12 months only.

3.16.2 Where Transactional Stock Items are stated to be annual renewable on the Order Form, the applicable quantities shall renew annually in line with the renewal of the Talos Software and shall be allocated on a 12-month basis. Any total quantity or value shown for the Contract term represents the aggregate entitlement only and does not permit advance use of future-year allocations.

4. Services

4.1 Talos360 shall supply the Services to the Client in consideration for the payment of the Licence Fee by the Client.

4.2 The Client may from time to time request Talos360 to supply additional services (Additional Services). Talos360 shall use its reasonable endeavours to comply with the Client's request, but the Client acknowledges that Talos360's ability to supply the Additional Services shall depend on the availability of appropriate resources at the time in question. Where Talos360 agrees to provide Additional Services, such agreement shall be set out in an Order Form for Additional Services.

4.3 Talos360 may temporarily suspend or make changes to the operation of the Services where reasonably necessary for legal, regulatory, security or technical reasons, including to maintain or improve the Services. Talos360 shall use reasonable endeavours to notify the Client in advance of any planned suspension or material change which may reasonably be expected to have a material impact on the Client's use of the Services, but the Client acknowledges that prior notice may not always be possible in the case of emergency. Any such suspension or change shall not result in a material reduction in the core functionality of the Services.

4.4 The Services provided are detailed in the solutions provided section of the Order Form. For the avoidance of doubt all Intellectual Property Rights associated with the Talos Software and Services remain the strict property of Talos360.

4.5 The Client acknowledges that certain optional Services including Talent Analytics and Reporting+ involve query-based data processing and agrees to use these services in a reasonable and proportionate manner consistent with normal internal business use. Use that is excessive, automated, or materially inconsistent with typical customer usage patterns may be deemed by Talos360 to exceed fair usage. Where Talos360 reasonably determines that usage exceeds fair usage, Talos360 shall notify the Client and may require the Client to reduce usage or agree appropriate usage controls or additional Charges. Talos360 shall not restrict access solely as a result of exceeding fair usage without providing reasonable notice and an opportunity to discuss the usage.

5. Warranties

5.1 Each party warrants that it has the right, power and authority to enter into this Contract and to perform its obligations under it.

5.2 Talos360 warrants that:

5.2.1 the Services will be provided with reasonable skill and care in accordance with generally accepted industry standards; and

5.2.2 during the term of the Contract, the Talos Software will perform materially in accordance with the documentation made available to the Client, subject to any limitations set out in the Order Form or these Terms.

5.3 The warranties set out in this clause 5 are the only warranties given by Talos360 in relation to the Services.

5.4 Except as expressly stated in this Contract, all warranties, representations, conditions and other terms, whether express or implied by statute, common law or otherwise, including any implied warranties of satisfactory quality, fitness for a particular purpose or non-infringement, are excluded to the fullest extent permitted by law.

5.5 If Talos360 breaches the warranties in clause 5.2, the Client shall notify Talos360 in writing within a reasonable time. Talos360 shall use reasonable endeavours to remedy the breach. If Talos360 is unable to remedy the breach within a reasonable period, the Client may terminate the affected Services and receive a refund of any prepaid Licence Fees relating to the unused portion of the relevant term. This clause 5.5 sets out the Client's sole and exclusive remedy for breach of warranty subject always to clause 11.

5.6 Any liability arising from breach of the warranties set out in this clause 5 shall be subject to the limitations and exclusions of liability set out in clause 9.

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6. Client's Obligations

- 6.1 The Client shall provide all information and assistance that is reasonably necessary for the performance of an Order Form. Furthermore, the Client takes full responsibility for the accuracy and completeness of all such information and assistance provided.
- 6.2 The Client shall inform Talos360 promptly in writing if at any time during the provision of the Services the Client has reasonable grounds to believe that Talos360 may be proceeding on the basis of any incorrect information, data or assumption.
- 6.3 Talos360 shall not be liable for any delay in the provision or implementation of the Services to the extent caused by the Client's failure to comply with its obligations under this Contract, including failure to provide required information, materials, access or approvals in a timely manner.
- 6.4 The Client shall not resell or license or sub-license the Services to any third party.
- 6.5 The Client shall not copy, make modifications to, reverse engineer or decompile the software supporting the Services, except to the extent permitted by law.
- 6.6 The Client shall maintain the security of usernames and/or login passwords and ensure that only users listed as an approved system user by the Client (Licensed Users) use the Services. The Client shall be responsible for maintaining the confidentiality of passwords associated with any account, and for that reason, shall be held accountable for any activity that occurs under their account. The Client shall notify Talos360 immediately if it becomes aware of any unauthorised use of a password or account. The Client shall take all reasonable steps to ensure that the account is operated in a proper manner by Licensed Users.
- 6.7 The Client is responsible for ensuring that its use of the Services and the content of all job adverts posted via the Services comply with all applicable laws, regulations and codes of practice and will not be defamatory or infringe the copyright, trademark or other rights of any third party when using Talos360's system and service. The Client will not be responsible for amendments made by Talos360 to the Client's job advert prior to submission, unless such amendments have been made following instruction from the Client.
- 6.8 The Client is responsible for complying with the terms and conditions of any websites where its job adverts are to be posted and the payment of all charges due to the operators of such websites when using the Services.
- 6.9 The Client shall indemnify and keep Talos360 indemnified against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against Talos360 as a result of the Client's breach of this clause 6 howsoever arising or any negligent or wrongful act of the Client, its officers or employees. Such indemnity shall be subject to the limitations and exclusions of liability set out in clause 9, except where such losses arise from the Client's fraud, wilful misconduct or deliberate misuse of the Services.
- 6.10 Talos360 shall maintain appropriate technical and organisational measures designed to protect the security, confidentiality, and integrity of the Services, including access controls, encryption, regular vulnerability assessment, and backup and recovery procedures. Talos360 shall maintain and test business continuity and disaster recovery plans on a periodic basis.

7. Confidentiality

- 7.1 The parties acknowledge that each party may be exposed to or acquire communications, information or data about the business affairs, operations, processes, plans or intentions, developments, trade secrets, know how, design rights, market opportunities, personnel, customers and suppliers of the other party that are confidential, privileged and are not intended to be disclosed to third parties (the Confidential Information) and the parties undertake not to use the Confidential Information otherwise than in the exercise and performance of its rights and obligations under these Terms (Permitted Purposes).
- 7.2 The parties agree that they shall:
 - 7.2.1 not disclose all or any part of the other party's Confidential Information to any person other than the employees or officers who need to know it for the Permitted Purposes; and
 - 7.2.2 ensure that its employees and officers are aware of, and comply with this clause 7.
- 7.3 The restrictions imposed by this clause 7 shall not apply to the disclosure of any Confidential Information which:
 - 7.3.1 is now in or hereafter comes into the public domain otherwise than as a result of a breach of this clause 7;

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7.3.2 before any negotiations or discussions leading to these Terms and any prior agreements between the parties was already known by or independently developed by the receiving party and was obtained or acquired or developed in circumstances under which the receiving party was not bound by any form of confidentiality obligation; or

7.3.3 is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary).

7.4 Each party shall notify the other party if any of its employees or officers connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

7.5 Subject to the other provisions in this clause 7, Talos360 shall have the right to refer to the Client directly or indirectly in advertisement, news release and publication including the reasonable use of the Client's logo(s).

8. Intellectual Property Rights

8.1 The Client acknowledges and agrees that Talos360 is the owner or licensee of all Intellectual Property Rights in the Services and that the Client has no rights in, or to, such Intellectual Property Rights other than the express rights set out in these Terms.

8.2 In consideration of the Licence Fee paid by the Client to Talos360, Talos360 grants to the Client a non-exclusive, non-transferable licence to use Services for the duration of the Contract.

8.3 The Client shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of Talos360.

8.4 The Client shall promptly notify Talos360 in the event that it becomes aware of any infringement or suspected infringement of any Intellectual Property Rights in or relating to a licence and/or the Services and any claim that any licence or Services infringes the rights of any third party.

8.5 The Client shall indemnify and keep Talos360 indemnified against any costs, expenses, liabilities and claims by any third party arising from the Client's misuse of information or data obtained through the Services, provided that such indemnity shall be subject to the limitations and exclusions of liability set out in clause 9, except where such claims arise from the Client's fraud, wilful misconduct or deliberate misuse of the Services.

8.6 Unless otherwise expressly stated in the Order Form, nothing in these Terms shall transfer to or vest in the Client any Intellectual Property Rights in any coding, documentation, material, content, work or other product owned or developed by Talos360 or any third party and used in the performance of the Services, which rights shall remain with the owner thereof.

8.7 The Client acknowledges that Third Party Services are subject to Third Party Terms. Talos360 shall be responsible for managing the integration of any Third Party Services that are included within the Services and, where applicable, reasonable coordination with the relevant third-party supplier in relation to incidents affecting that integration. Where a Third Party Service becomes unavailable or materially degraded, Talos360 may replace it with a functionally equivalent service or, where replacement is not reasonably possible, refund the pro-rata unused Charges paid for the affected Third Party Service. Talos360 does not warrant the performance of Third Party Services beyond the warranties provided by the relevant third-party supplier.

9. Limitation of Liability

9.1 Neither party excludes or limits liability to the other party for:

9.1.1 fraud or fraudulent misrepresentation;

9.1.2 death or personal injury caused by negligence; and/or

9.1.3 any matter for which it would be unlawful for the parties to exclude liability.

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9.2 Subject to clause 9.1, Talos360 shall not in any circumstances be liable to the Client whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

9.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

9.2.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time) or any loss or liability (whether direct or indirect) under or in relation to any other contract; and/or

9.2.3 any consequential or pure economic loss, charges, damages or expenses.

Nothing in this clause 9.2 shall limit liability for losses that cannot be excluded or limited by applicable law.

9.3 Subject to clause 9.1, each party's total aggregate liability to the other in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising out of or in connection with this Contract or its subject matter, shall be limited to the total Charges paid or payable by the Client to Talos360 in the twelve (12) months preceding the event giving rise to the claim.

9.4 The preceding limitations on Talos360's liability to the Client apply regardless whether Talos360 has been advised of or should have been aware of the possibility of any such losses occurring and the parties hereby acknowledge that:

9.4.1 Talos360's duties as specified in the Terms and Order Form accord with their expectations; and

9.4.2 the limitation of liability specified in the Terms is fair and reasonable in consideration of the Charges to be paid and the nature of the Services.

9.5 The parties hereby acknowledge and agree that the limitations of liability specified in these Terms are fair and reasonable in consideration of the Charges to be paid and the nature of the Services.

9.6 Subject to the limitations and exclusions of liability set out in this clause 9, Talos360 shall indemnify the Client against any third-party claim that the Talos Software, when used in accordance with this Contract, infringes any United Kingdom or European Union patent, copyright, database right or registered trade mark, provided that:

9.6.1 the Client promptly notifies Talos360 in writing of the claim;

9.6.2 the Client gives Talos360 sole control of the defence and settlement of the claim; and

9.6.3 the Client provides all reasonable assistance at Talos360's expense.

If such a claim arises, Talos360 may, at its option:

a) procure the right for the Client to continue using the Talos Software;

b) modify or replace the Talos Software so that it is non-infringing without material loss of functionality; or

c) terminate the affected Services and refund any prepaid Licence Fees relating to the remaining unused portion of the relevant term.

This clause 9.6 states the Client's sole and exclusive remedy for any intellectual property infringement claim.

9.7 Notwithstanding clause 9.3, each party's total aggregate liability arising from a breach of its obligations under the Data Protection Legislation or the Data Processing Agreement shall be limited to two (2) times the total Charges paid or payable by the Client to Talos360 in the twelve (12) months preceding the event giving rise to the claim. This cap applies in aggregate to all such claims in any contract year and shall not apply on a per-claim basis.

Talos360 shall not be liable for any administrative fines, penalties or enforcement action to the extent caused by the Client's instructions, configurations, content, or failure to comply with Data Protection Legislation.

10. Service Levels

10.1 Talos360 shall endeavour that the Services meet or exceed the Service Levels set out in Appendix 1.

10.2 If the Client feels that Talos360 is not achieving the Service Levels in Appendix 1, then:

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- 10.2.1 the Client shall notify Talos360 immediately of the Service issue; and
- 10.2.2 Talos360 may, acting reasonably, provide the Client with a remediation plan and indicative timescales, and
- 10.2.3 use reasonable endeavours to carry out the actions identified in any remediation plan within the indicative timescales provided.
- 10.3 Any actions taken by Talos360 under this clause shall be without prejudice to the parties' rights and remedies expressly set out elsewhere in this Contract.
- 10.4 Talos360 shall use reasonable endeavours to ensure that the Talos Software achieves a monthly availability of 99.5%, excluding: (i) planned maintenance notified in advance, (ii) events outside Talos360's reasonable control, and (iii) unavailability caused by the Client's systems, network, configurations, or any Client Systems. Where availability falls below 99.5% in any calendar month, the Client may request a Service Credit equal to 5% of the monthly Licence Fee for that month, capped at one Service Credit per calendar month, provided the request is made within 30 days of month end. Service Credits are the Client's sole and exclusive remedy for breach of this clause.

11. Termination

- 11.1 The Contract may be terminated by the Client providing at least 90 days written notice prior to the Initial Term end date. Notice must be provided to Talos360 customer success department using the email address cancellations@talos360.co.uk. If the Client does not provide at least 90 days written notice prior to the Initial Term end date then the Contract shall subject to any other provision of these Terms, automatically renew for a further period equal in length to the Initial Term ('Extended Term') and the Client shall be liable for the Licence Fee for the Extended Term. Further, the Contract shall automatically renew at the expiry of the Extended Term for a period equal in length to the Initial Term (each a further 'Extended Term') unless and until a notice of termination is served by the Client 90 days prior to the expiry of the relevant Extended Term or otherwise by either party in accordance with the terms of this Contract or by law.
- 11.2 If the Client has paid all outstanding Licence Fees in full and then terminates the Contract giving at least 90 days' notice before the Initial Term end date or the last day of the relevant Extended Term then no further fees will be due.
- 11.3 If the Client terminates the Contract prior to the Initial Term end date or the expiry of any Extended Term then all outstanding amounts due under the Contract, will become immediately payable.
- 11.4 Without prejudice to any other rights and remedies, Talos360 shall be entitled to immediately terminate the Contract on giving notice in writing to the Client if the Client fails to pay any Charges due to Talos360 and Talos360 has given the Client written notice that such payment is overdue and the Client has not paid the outstanding amount in full within seven (7) days of the date of such written notice.
- 11.5 Either party may terminate the Contract immediately:
 - 11.5.1 if the other party commits any Material Breach of any term of the Contract which is irremediable or, in the case of a breach capable of being remedied, is not remedied within 30 days of a written request to remedy it. A failure to meet any service levels, response times or operational targets, or any service issue addressed under clause 11.6 or Appendix 1, shall not of itself constitute a Material Breach;
 - 11.5.2 if the other party has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - and/or
 - 11.5.3 if the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 11.6 The Client may terminate the Contract immediately if:
 - 11.6.1 there is a material failure of the core functionality of the Services which results in a sustained inability for the Client to use the Services for their primary purpose;

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11.6.2 Talos360 has been given written notice of such failure;

11.6.3 Talos360 fails to restore the core functionality of the Services so that they may be used for their primary purpose within thirty (30) days of receipt of that notice; and

11.6.4 such failure is not caused by the Client, a Client Service, a Third Party Service, or circumstances outside of Talos360's reasonable control.

Ongoing remediation or permanent fixes may continue beyond the cure period provided that core functionality has been restored.

11.7 On termination of a Contract for any reason, the Client shall immediately pay to Talos360 all Talos360's outstanding unpaid invoices and interest in connection with that Contract.

11.8 Provided the Client has paid to Talos360 all outstanding amounts incurred under the Contract, Talos360 shall:

11.8.1 within 14 days of termination of the Contract send to the Client as a CSV in Talos360 standard formatting, the Client's 'Talent Pool information'; and

11.8.2 ensure that all records relating to the Client's Talent Pool have been permanently deleted from Talos360's system.

11.9 Termination of the Contract shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of the Contract which expressly or by implication are intended to come into force or continue in force on or after such termination.

11.10 Each of Talos360 and the Client hereby undertake to the other that for the period of 12 months following termination of the Services, they will not directly or by an agent or otherwise and whether for themselves or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his/her employment.

12. Force Majeure

12.1 Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract (excluding payment obligations) if the delay or failure resulted from circumstances beyond its reasonable control including but not limited to, an act of God or governmental act, flood, fire, explosion, accident, civil commotion, or transportation, communications or utilities disruption, or impossibility of obtaining materials (each an event of "Force Majeure").

12.2 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of Force Majeure, such notice to contain details of the circumstances giving rise to it and each party shall take all reasonable steps to avoid or mitigate such circumstances as soon as possible.

12.3 If such Force Majeure continues for more than 6 weeks then the party not in default shall be entitled to terminate the Contract. Neither party shall have any liability to the other in respect of the termination of the Contract as a result of Force Majeure.

13. Anti-Bribery and Corruption

Each of the Parties agrees to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (including the Bribery Act 2010) in relation to the performance of their obligations under the Contract. Neither party shall engage in any activity, practice or conduct which constitutes an offence under the Bribery Act 2010 or which would do if such activity practice or conduct had been carried out in the United Kingdom.

14. Notices

All notices under these Terms shall be in writing and shall be sent to the address of the recipient set out in the Order Form or to such other address as the recipient may have notified for this purpose from time to time. Any notice may be delivered personally or by first-class post or pre-paid recorded delivery or by fax or email and shall be deemed to have been served if by hand when delivered, if by first class post or pre-paid recorded delivery forty-eight (48) hours after posting, and if by fax or email when confirmation of transmission is received.

15. Dispute Resolution

15.1 Any issue or dispute relating to the subject matter of the Contract shall in the first instance be referred to members of Talos360's and the Client's management with authority to settle the matter, for resolution by negotiation and, where necessary, escalation to senior management.

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15.2 If the matter is not resolved through negotiation, either party may refer the dispute to be decided by the Courts of England.

16. No partnership or agency

The relationship between the parties is that of independent contractors. Neither party shall in the absence of express written agreement to the contrary constitute an agent for the other, or grant to either party any authority to make any contract or incur any liability, whether expressly or by implication, in the name of the other party, unless expressly agreed in writing.

17. Assignment

17.1 The Client may not assign, subcontract, licence, transfer, deal or otherwise delegate any of its rights or obligations under these Terms without the prior written consent of Talos360 which shall not be unreasonably withheld.

17.2 Talos360 shall be entitled to assign, subcontract, licence, transfer, deal or otherwise delegate any of its rights and obligations under these Terms provided that there is no material degradation of service, security, or availability, and that the Client's rights and remedies are not reduced. Talos360 shall notify the Client of any material subcontracting affecting service delivery.

18. Waiver

No failure or delay by either party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy shall only be effective if it is in writing and signed by the party giving the waiver. No delay, neglect or forbearance by either party in enforcing its right under Contract shall be a waiver of or prejudice those rights.

19. Entire Agreement

19.1 Each Order Form together with these Terms constitutes the entire agreement between Talos360 and the Client with respect to its subject matter.

19.2 All other terms, and all conditions and warranties whether express or implied, statutory or otherwise, and all representations (other than fraudulent misrepresentations), statements, negotiations, understandings and undertakings either written or oral made before or after the date of any Order Form are excluded and superseded to the extent permitted by law unless specifically agreed by the parties after the date of any Order Form by executing an additional Order Form or contract amendment. The parties acknowledge that no reliance is placed on any representation made but not embodied in an Order Form or these Terms.

19.3 Without prejudice to liability for fraudulent misrepresentation, neither party has relied on any representation or warranty of the other party except as contained in any Order Form and/or these Terms.

20. Severance

If any provision or part-provision of these Terms shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

21. Electronic signatures

The parties consent to the use of electronic and/or digital signatures in the execution of the Order Form and the same are binding upon the parties as if they were an original signature.

22. Variation

No variation to these Terms or an Order Form shall be binding unless made in writing and signed by an authorised representative of both parties.

23. Third Party Rights

The parties hereby agree that no person or entity who/which is not a party to these Terms shall be entitled to enforce any term of these Terms against either party pursuant to the Contracts (Rights of Third Parties) Act 1999.

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24. Governing Law

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England.

25. Jurisdiction

Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

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Appendix 1 – Talos360 Support Service Levels (Operational Targets)

The service levels set out in this Appendix are operational targets only and are not intended to constitute warranties, conditions or contractual guarantees. Except as set out in 10.4, failure to meet any service level shall not give rise to any right to service credits, refunds or termination of this Contract.

How to raise a support case?

1. Support cases must be logged via the Talos Support Portal.
2. The Talos Support Portal is used for tracking, monitoring and reporting all cases.
3. Web Chat is available to all licenced users between 9.00am and 5.00pm GMT (Monday to Friday excluding bank holidays).
4. The Web Chat can be used for support to answer general questions and queries.

How to Escalate a Service Problem?

For escalations, please contact your Account Manager and they will put you in touch with our Head of Customer Service.

Case Types Explained with target response and resolution

Please note any reference to time scales noted below refer to working hours (based on a standard working day of 9:00am to 5:00pm) and are the targeted timescales we set for our Technology team. These targets are indicative only and may vary depending on the nature and complexity of the issue.

1. Talos ATS Starter System Set-up (relates to Talos ATS only)

Set up and issue starter system logins a Client Talos ATS Starter pack with associated licensing. System set up and logins sent: 7 days from Agreement Start Date

2. System showstopper

A serious problem or fault within the system, resulting in degraded functionality without a suitable workaround. This affects all clients. Response: 30mins

– Time to resolve: 4hrs – Released: ASAP

3. Client Showstopper

This prevents the user from performing basic tasks without a suitable work around. This affects one client. Response: 30mins – Time to resolve: 4hrs – Released: ASAP

4. Product Issue

This is an issue that may be an error, flaw, failure or fault that causes the system to exhibit incorrect or unexpected behaviour but does not inhibit normal use. Response: 8hrs

5. New Feature or Suggestion

Any suggestions that would lead to an enhancement/improvement to an existing feature, or suggestions for new features that would be beneficial for clients, go under this topic. This is added to backlog to be discussed every 2 weeks. Response: N/A

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Appendix 2 – Standard Services and Product

Appendix 2 is a description of standard capabilities and does not create any additional warranty or commitment beyond the Services set out in the Order Form; specific inclusions, limitations and any usage-based charges apply only as stated in the Order Form.

Appendix 2.a Talos ATS Standard Services and Product

These are the products, services and training included within the Talos ATS delivery.

Included modules based on product package purchased (optional means this would need to be separately specified on the Order Form for inclusion if required).

Talos ATS
Advanced hiring automation, enterprise controls, and advanced onboarding for sophisticated organisations.
Core ATS • Candidate workflows • Process automation • Job posting & distribution • Customisable stages and templates • Multi-level org structures • Tailored application forms • Recruiter scorecards • Inclusive multi-poster (no per post charges) • Interview scheduling • Hiring manager & recruiter portals
Reporting & Insights • Dashboards • 72 standard reports • Scheduled reporting included
Career Site • Fully branded advanced careers site using Talos Content Management System
Onboarding Suite • Branded onboarding microsite • HR & manager onboarding dashboards • New starter workflows • Onboarding data capture & document collection • Task management • Digital reference checking
Advanced Verification and Compliance Check Integrations within Onboarding (usage charges apply) Use of the following services may require the purchase of Transactional Stock Items, unless the relevant entitlement is expressly included in the Order Form. • Advanced eSign automation • Digital Right to Work • Identity Checks • Background Checks • DBS Checks
Advanced Talent Operations • ATR (Authorisation to Recruit) • Unbiased Recruitment toolkit
Integrations • Talos Connect Marketplace integrations • HR Connect – core HRIS integrations

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**Support**

- Tali Assist AI Self Service Support
- Core support
- Email ticketing
- Access to online resources

Optional

- Multi-brand
- Video Screening
- Interview Insights
- Talent Analytics
- Reporting+
- Languages
- Assessments

Remote/Online Services included based on the product package purchased

Service Type	
• Setup Assistance • Best Practice Advice • User testing approach • How to implement	Up to 9 hours Sessions tailored to your requirements

Remote/Online Training included based on the product package purchased

Fundamentals Training	
• Core ATS Training	2 x 30 mins

Super User Training	
• Admin screens • Best practice & guidance	3 x 1 hour

User Training Drop-in sessions	
• Tutorial of the system • How to use Talos Assist • How to use Talos Help	2 x 30 mins

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Appendix 2.b Talos Engage Standard Services and Product

These are the products, services and training included within Talos Engage delivery.

Included features within Talos Engage

Features of Talos Engage Dashboard
• EVP Insight • Engagement Insights • Onboarding Insights • Exit Surveys • Well-being surveys • Pulse Surveys • Multi-view results • EVP recommendation • Communicate your results
Features of Talos Engage Game
• Gamified user interface • Ability to build your own game • Fully customizable card deck • Personalised branding • Security

Included services within Talos Engage

Service Type	Timeframe
• Setup Assistance • Best Practice Advice • User testing approach How to implement	Up to 5 hours sessions tailored to your requirements

Included training within Talos Engage

Service Type	Timeframe
• Admin Screens • Best practice & guidance	3x 30 minutes

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Appendix 2.c Talos Perform Standard Services and Product

These are the products, services and training included within the Talos Perform delivery.

Included modules based on product package purchased (optional means this would need to be separately specified on the Order Form for inclusion if required).

Talos Perform
Performance, alignment, and progression for modern organisations.
Core Performance Management • Performance reviews • Regular check-ins • Custom templates and workflows • Probation reviews • Calculated ratings • Calibration sessions • 360° structured feedback • Continuous instant feedback • GDPR toolkit Alignment & Objectives • Objectives, OKRs and goal setting • Milestones, actions and updates • Progress check-ins • Alignment to company values • Ask for feedback • Recognition and shout-outs Progression & Talent Development • Development plans and needs analysis • Competencies and skills frameworks • Coaching plans • Career conversations • Compensation reviews • 9-box performance and potential grid • Praise and recognition Reporting & Insights • Performance dashboards • Talent and succession views • Review and objective reporting • Exportable reports Integrations • Talos Connect Marketplace integrations • HR Connect – core HRIS integrations Support • Tali Assist AI Self Service Support • Core support • Email ticketing • Access to online resources
Optional • AI Notetaker

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Remote/Online Services included based on the product package purchased

Service Type	
• Setup Assistance • Best Practice Advice • User testing approach • How to implement	Up to 9 hours Sessions tailored to your requirements

Super User Training	
• Admin screens • Best practice & guidance	2 x 1 hour

User Training Drop-in sessions	
• Tutorial of the system • How to use Talos Assist • How to use Talos Help	2 x 30 mins

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Appendix 3 – Additional Training and Services

The additional services and training available can be added to your standard Talos Software Licences package at any point. These can be purchased in addition to the features and services included in your Talos Software Licences.

Training and services assumed to be Remote/Online unless specifically purchased and stated in the Contract.

Configuration Changes

Administration of the system can be carried out via the admin screens. However, should any changes to Talos Software be required that is reconfiguration of the existing solution, post system signoff, this would incur services time and cost.

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