TalentDog™ CRM & ATS

G-Cloud 15 – Licence Agreement

Between

[Insert Organisation Name]

And

Health Sector Talent Limited trading as TalentDog

Date [Insert Date]

THIS LICENCE AGREEMENT is made on the [Insert Date]

This Licence Agreement for the TalentDog Platform is entered into by and between:

(a) Health Sector Talent Limited trading as TalentDog ("TalentDog"), incorporated and registered in Ireland with company number 333685 whose registered office is at A6 Bymac Centre, Northwest Business Park, Dublin D15 YC61, Republic of Ireland ("TalentDog");

And

(b) [Insert Organisation Name] incorporated and registered in [Insert country] with company number [Insert company number] and whose registered office is at [Insert registered office address] ("Client"). Collectively referred to as the ("Parties").

Background

TalentDog is the legal and beneficial owner and sole supplier of the TalentDog Platform as detailed within its Service Definition and Pricing documents, and is willing to licence such Software, and to provide training and support as well as related services including integrations and customisations in respect thereof, to the Client in accordance with this Agreement.

Definitions

The following definitions shall have the following meanings:

Agreement means the contract between TalentDog and the Client for the provision of Software and related services outlined in the Specification document.

Client Materials means all websites, microsites, videos, animations, graphics, designs, graphics, artwork, illustrations, text, printed materials; data provided by the Client.

Client and Authorised Users means any company, partnership, firm, organisation or individual identified on the Agreement and shall include their employees, contractors, suppliers and agents.

Confidential Information means confidential information of a party and includes information whether verbal, written or in some other form, including electronic form, relating to:

(a) this agreement and its terms;
(c) the Services;
(d) knowledge or information regarding the business transactions, operations, affairs, property, policies, procedures, or activities of TalentDog or the Client;
(e) any document which is marked confidential;
(f) any document or information which a party advises the other party is confidential or which the other party ought reasonably to know is confidential; and

Data Controller, **Data Processor and Personal Data** means the same as set out in the applicable Data Protection Legislation.

Data Protection Legislation means all legislation and regulatory requirements in force from time to time relating to the use of Personal Data and the privacy of electronic communications, including but not limited to i) the UK GDPR; (ii) the Data Protection Act 2018 and (iii) the Privacy and Electronic Communications Regulations 2003 as amended;

Personal Data means as is defined by the Data Protection Legislation.

Licence Fee means the amount of money payable by the Client to HST for each successful Hire exclusive of Onboarding Costs or any Third-Party Costs associated with assessing candidates.

Intellectual Property Rights means all present and future rights conferred by statute, common law, or equity in relation to copyright, trademarks, designs, patents, business and domain names, inventions and trade secrets and confidential information, and other results of intellectual activity

in the industrial, commercial, scientific, literary, or artistic fields whether registrable, registered, or patentable.

Third-Party Costs shall mean any other expenses incurred by TalentDog that are directly or indirectly associated with the provision of the software or services under this Agreement.

Term means the period of time between the commencement and termination date.

SLA means a service level agreement that is signed by both parties at the implementation stage.

Software means the software designed and owned by TalentDog and made available to the Client under the terms of this Agreement.

TalentDog Platform means the websites crm.talentdog.com and hiringos.talentdog.com.

Specification means the functionality of the software and the requirements of the Client as agreed in writing and that maybe amended by mutual agreement from time to time by the Parties by written agreement.

Services means the services to be provided by TalentDog to the Client under this Agreement, as specified in the Pricing Schedule and Service Level Agreement (SLA) documents.

1 General

1.1 These Terms and Conditions shall supersede any other documentation, communication, or agreements between parties.

1.2 Any variation to this Agreement must be agreed in writing by both TalentDog and the Client.

1.3 The commencement date of this Agreement will be [Insert date] and will run for a period of [Insert months] from the commencement date unless terminated sooner under the terms of this Agreement or extended with the written agreement of both parties.

1.4 TalentDog does not operate an automatic renewal policy and the Client is required to notify TalentDog in writing at least six (6) months in advance of the termination date if it intends to renew or terminate the Agreement.

1.5 TalentDog offers a ninety (90) day termination without-fault period, meaning the Client can terminate this Agreement by providing written notification to TalentDog within ninety (90) days of the Commencement date.

2 Services

2.1 TalentDog agrees to provide the Software and related Services on the terms and conditions of this Agreement.

2.2 TalentDog will provide the Software and Services:
(a) in accordance with the Specification and Service Level Agreement;
(b) with due care and skill;
(c) in compliance with all relevant laws, codes and standards.

2.3 TalentDog may at its discretion update the TalentDog Platform platform's design, layout, text, graphics, logos, images, features and related content or layout.

2.4 TalentDog will, at its cost, systemically improve the Software, and inform the Client of such developments once testing has been completed. The Client is required to immediately notify TalentDog of any defects, errors, or shortcomings in the Software, and TalentDog shall be permitted to have a period of ninety (90) days to fix or provide an alternative solution to the Client in respect of Software.

3 Fees

3.1 TalentDog and the Client have agreed an implementation fee of [Insert value], and a monthly Licence Fee of [Insert value] per month.

3.2 The implementation fee is payable within thirty (30) days of signing this Agreement and upon receipt of invoice by the Client from TalentDog.

3.3 The Licence Fee is required to be pre-paid monthly in advance unless otherwise agreed in writing between the Parties.

3.4 TalentDog shall not increase the agreed Licence Fee for the duration of the Term.

3.5 The Licence Fee may be amended by mutual agreement if the Client makes a subsequent request for additional features or services not detailed in the Specification or if the Client's organisation size increases above the agreed Licence Fee threshold of [Insert number of employees).

3.6 Enhanced implementation fees are exclusive of Third-Party Costs incurred by TalentDog or the Client with such costs agreed in writing by the Parties as part of the implementation.

3.7 Fees relating to a branded Client career site or advertising landing page, whereby the Client requires TalentDog to develop a website separate to the Client's main website including design, programming services, hosting, domain or sub-domain name and SSL Keys will be priced according to the SFIA Rate Card supplied by TalentDog.

4 Client Obligations

4.1 The Client agrees that it has the necessary devices including desktop PCs, laptops, tablets or mobile phones with sufficient internet connectivity or mobile network coverage as may be necessary to access and use the TalentDog platform.

4.2 The Client agrees that TalentDog shall bear no liability for any failure or delay in the Software or Services being accessed as a consequence of the Client not meeting its obligations under clause 4.1. above.

4.3 The Client agrees, in a capacity limited to a Data Controller to adhere to the relevant Data Protection Legislation including the UK GDPR; the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 and any applicable Laws as amended from time to time.

4.4 The Client agrees that 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 the Client's Authorised Users abides by these conditions.

4.5 The Client shall not be entitled to grant sub-licences of its rights under this Agreement, except with the prior written consent of TalentDog, which consent shall not be unreasonably withheld.

4.6 The Client shall not modify, adapt, disassemble, reverse engineer, decompile, translate, or otherwise attempt to discover the source code of the TalentDog Platform.

4.7 The Client is solely responsible for the content and accuracy of their profile and vacancies advertised (if applicable) on the TalentDog platform and warrants that their profile and vacancies will comply with all applicable laws and regulations; will not contain any offensive, illegal or misleading content; and will not breach any third party's Intellectual Property Rights.

4.8 The Client is solely responsible for any activity that occurs on its account. If the Client knows or suspects that anyone other the Client's Authorised Users is provided with a user account, code, password, or any other piece of information as part of TalentDog's security procedures, the Client must promptly notify TalentDog in accordance with these terms and conditions.

4.9 TalentDog shall have the right to disable the Client's account at any time and TalentDog shall notify the Client of the reasons for this.

5 TalentDog Obligations

5.1 TalentDog hereby grants to the Client, subject to the provisions of this Agreement, a royalty-free, non-transferable, and non-exclusive licence to use the TalentDog Platform in relation to the Specification. The Client shall not use the TalentDog Platform for any other purpose except as expressly licensed hereby and in accordance with the provisions of this Agreement.

5.2 TalentDog agrees to ensure that all Client Materials are used solely for the purposes of providing the Software and Services and used strictly in accordance with any conditions or restrictions set out in this Agreement, and any direction by the Client.

5.3 TalentDog agrees, in a capacity limited to a Data Processor to adhere to the relevant Data Protection Legislation including the UK GDPR; the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 and any applicable Laws as amended from time to time.

6 Data Protection

6.1 For the purposes of this Clause 6, the terms Data Controller, Data Processor, Personal Data, Personal Data Breach and Processing shall have the meaning given to them in the UK GDPR.

6.2 Both Parties agree to comply with all applicable requirements of Data Protection Legislation.

6.3 The Client shall own all rights, title and interest in and to all of their Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such data.

6.4 TalentDog shall promptly comply with any written request by the Client to remove any Personal Data from the TalentDog Platform or to prevent any person from gaining access to the TalentDog Platform. In the event that the Client requests TalentDog to remove any Personal Data the Client shall provide TalentDog with at least sixteen (16) Working Hours' notice, in writing, backed up by a telephone call.

6.5 TalentDog has no duty unless otherwise agreed to pre-screen, control, monitor or edit the Client's Personal Data.

6.6 The Client agrees that TalentDog may access and use the Client's Personal Data for the purposes of providing support to the Client's Authorised Users when requested; for security purposes; to develop and improve the Software as part of TalentDog's 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 6.7.

6.7 TalentDog may monitor the use of the TalentDog Platform by all of its Clients and candidates and use the information gathered in an aggregate and anonymous manner. The Client agrees that TalentDog may use Client's Personal Data in an anonymised manner for reporting purposes, including providing aggregated data reports to the Client, to other Clients and for marketing purposes, and for machine learning that supports certain product features and/or functionality within the TalentDog Platform.

6.8 For Clients using the TalentDog Platform's private cloud option, the Client may provide their own Privacy Policy and Terms and Conditions which candidates must agree to in order to use the Software.

6.9 The Client shall be required to sign TalentDog's Data Sharing Agreement (DSA) upon signing this Agreement.

7 Dispute Resolution

7.1 If any dispute arises in connection with this Agreement, senior representatives of the Parties with the authority to settle the dispute will, within fourteen (14) days of a written request from one party to the other, meet in good faith to resolve the dispute.

7.2 If the dispute is not resolved at the meeting referred to in clause 7.1, the parties will attempt to settle by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed by the Parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give written notice to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. Full details of the process are available on the CEDR website https://www.cedr.com/wp-content/uploads/2022/05/CEDR-Model-Mediation-Procedure-May-22.pdf.

7.3 Both Parties agree that neither party may commence any legal proceedings in relation to any dispute arising out of this Agreement until it has first attempted to settle the dispute using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

8 Termination

8.1 This Agreement shall continue until [Insert termination date] unless terminated earlier by either party in accordance with the terms of this Agreement or if extended with the written consent of both parties.

8.2 As per clause 1.4, the Client is required to notify TalentDog in writing at least six (6) months in advance of the termination date if it intends to renew or terminate the Agreement.

8.3 The Client may terminate this Agreement if TalentDog fails to comply with any aspect of the terms of this Agreement and this failure continues for a period of four weeks after notification of non-compliance is given. Any fees paid in advance by the Client shall be refunded to the Client by TalentDog on a pro-rata basis.

8.4 TalentDog may terminate this Agreement if the Client fails to pay the Fee within the specified timeframe and TalentDog has provided to the Client at least 30 days written notice of the non-compliance.

8.5 Either party may terminate this Agreement by notice in writing to the other if: the other party commits a material breach of the terms of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or the other party commits a material breach of the terms of this Agreement which cannot be remedied under any circumstances; or the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or the other party ceases to carry on its business or substantially the whole of its business; or the other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee, or similar officer is appointed over any of its assets.

8.6 Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.

9 Off-Boarding

9.1 Upon either party receiving notice of termination of this Agreement, the Client will cease all use of the Software and representatives of the Client and TalentDog shall meet at the earliest opportunity to discuss and agree the off-boarding process with the aim of ensuring the orderly transfer of all Client data.

9.2 The Client agrees that upon termination, TalentDog may charge an off-boarding fee as per its Pricing Schedule. If the Client only requires minimal support such as Personal Data to be

exported to a CSV or Excel format as part of the termination process, TalentDog can facilitate this, within reason without charging a fee.

10 Warranty

10.1 Both Parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

10.2 In addition, TalentDog represents and warrants that:

(a) the Software will conform in all material respects to the agreed Specification; and

(b) all information which it provides to the Client, whether prior to, on or after the date of this agreement, is true and correct in every respect; and

(c) it will comply with the requirements of any applicable legislation in performing its obligations under this Agreement; and

11 Confidentiality

11.1 Each Party agrees to, during the Term of this Agreement and thereafter, to keep confidential any information relating to the other Party of a confidential nature unless such information is public knowledge; is known to the other Party in advance of executing this Agreement or is required to be disclosed to its professional advisors or as may be required by Law, legal or regulatory authority. Each Party shall use its best endeavours to prevent the unauthorised disclose of any such information.

12 Indemnity

12.1 TalentDog 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 TalentDog or its employees, agents or contractors to comply with any of its obligations under clause 6 of this Agreement.

13 Force Majeure

13.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, industrial action, labour or trade dispute, accidents, war, riots, terrorist attack, epidemic, pandemic, fire, explosion, flood, drought, earthquake or natural disasters, collapse of buildings, any law enacted or any action taken by a Government Agency after the commencement of this Agreement, including without limitation, suspension or planned suspension of elective surgeries, imposing an export or import restriction, quota, prohibition or border restriction, nuclear, chemical or biological contamination, and the obligations of that party shall be suspended from the date the Force Majeure Event starts until the date the Force Majeure Event ceases.

13.2 The party claiming the Force Majeure Event shall promptly notify the other party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.

13.3 The party claiming the Force Majeure Event shall take all reasonable steps necessary to bring that event to a close or to find a solution by which its obligations under this Agreement may be performed despite the Force Majeure Event.

13.4 If the Force Majeure Event continues for more than ninety (90) consecutive days, either party may terminate this Agreement with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination.

14 Notices

14.1 Any notice to be given by either party to the other may be served by email, courier service or by post to the address of the other party given in this Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if

given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

15 Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

TalentDog – The Talent Acquisition Platform

Schedule 1

Specification, Implementation and Pricing Schedule

[Inserted at Contract Stage]

TalentDog – The Talent Acquisition Platform

Schedule 2

Data Sharing Agreement (DSA)

[Inserted at Contract Stage]

TalentDog – The Talent Acquisition Platform

Schedule 3

Service Level Agreement (SLA)

[Inserted at Contract Stage]