

END-USER LICENCE

YOUR RIGHT TO USE THE ADVORTO SERVICE IS EXPRESSLY CONDITIONAL ON YOUR ACCEPTANCE OF THE TERMS OF THIS END-USER LICENCE AND THE ADVORTO SERVICE WILL NOT BE ACTIVATED UNLESS AND UNTIL YOU HAVE AGREED TO THESE TERMS WHICH WILL FORM THE BASIS OF YOUR CONTRACTUAL RELATIONSHIP WITH ADVORTO.

PLEASE TICK THIS BOX TO INDICATE YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THE END-USER LICENCE WHICH ARE SET OUT BELOW.

1. LICENCE:

- (a) Advorto hereby grants to the End-user a non-exclusive, non-transferable licence to use the Service for the Term and on the other terms of this End-user Licence.
- (b) Advorto will use all reasonable endeavours to provide the Service in an efficient and timely manner, using the necessary skill and expertise and to a professional standard at least equivalent to that offered by other businesses providing similar services.

2. DEFINITIONS:

In this End-user Licence the following initially capitalised expressions shall, unless the context otherwise requires, have the meanings set out next thereto as follows::

Advorto	means Advorto UK Limited, a company incorporated in England and Wales with registered number 7452718.
Advorto Product	means any Advorto Product to which the End-user subscribes pursuant to its use of the Advorto Service.
Advorto Quarters	mean calendar quarters beginning on 1st January, 1st April, 1st July and 1st October in each year.
Advorto Service	means a proprietary centrally run, web-accessed, recruitment management service which includes: <ol style="list-style-type: none">i) Set-up; andii) the right to use an Advorto Product on the terms set out herein.
Charges	mean licence activation fees, monthly user based subscription fees and monthly support fees all as set out in the Price List as such Charges may subsequently be revised as provided in Clause 5 (m).
Commencement Date	means the date the Service is activated.
Confidential Information	means any information or know how of either party (including information relating to their facilities, premises, systems, security, procedures, products, business strategy (including the existence of, the terms of and its position in any dispute in relation to this End-user Licence), employees, officers, contractors and agents, customers and contacts, and any other information) that is marked confidential or that the recipient ought reasonably to have known was confidential, imparted to the other or its employees, agents or contractors pursuant to this End-user Licence. Confidential Information shall exclude information (i) that is or comes into the public domain other than by breach of this End-user Licence or (ii) that is disclosed by a third party (except where such third party discloses such information in breach of obligations of confidence), or (iii) that is in the possession of a party prior to its entering into this End-user Licence, or (iv) that is independently developed by a party without recourse to the Confidential Information of the other.
Consultancy	means any technical or other consultancy provided to an End-user for the purposes of specification, configuration, development or maintenance of an Advorto Product in the course of providing the Service.
Data Protection Legislation	means all applicable data protection laws and regulations (including guidance and codes of practice) relating to processing of personal data and privacy (and all subsequent amendments, re-enactments, consolidating, replacing or implementing legislation thereof) in effect from time to time.
End-user	means any relevant subscriber to the Advorto Service who is a party to this End-user Licence.
End-user Licence	means this end-user licence which includes all documents referred to herein including the Policy Documents.
Group Company	as applied to the End-user means any company which is a 'group company' of the End-user for the purposes of any relevant legislation and 'Group' shall be construed accordingly.
Initial Term	means an initial term of 24 months.
Policy Documents	means Advorto's Service Level Policy, Advorto's Addendum to the Service Level Agreement, Advorto's Acceptable Use Policy, Advorto's Platform and Security Statement, Advorto's Privacy Statement and the Support, Hosting and Maintenance Definitions all of which have been provided to the End-user prior to commencement of Set-up as specified in Clause 3(e).
Price List	means the price list provided by Advorto to the End-user prior to commencement of Set-up.
Primary Contact	means the representative of the End-user, from time to time, to whom Advorto will provide a password to access the Service and who will be responsible for authorising and enabling the End-user's staff to use the Service.
Set-up	means the installation and configuration of a specified Advorto Product to meet the specific requirements of the End-user and all training agreed to be provided by Advorto to the End-user's personnel to maximise the effectiveness of such Advorto Product.
Support	means the provision of 1 st , 2 nd and 3 rd line support provided via a help desk which shall be provided in all respects in accordance with Advorto policies set from time to time. For these purposes: <ol style="list-style-type: none">(i) 1st line support shall mean logging the issue.

- (ii) 2nd line support shall mean responding to queries, diagnosing and if possible remedying the problem, and dealing with detailed configuration issues which 1st line support has been unable to address;
- (iii) 3rd line support shall mean dealing with faults relating solely to system issues which 2nd line support has been unable to address.

Term means the term of this End-user Licence (including the Initial Term) commencing on the Commencement Date and continuing until terminated as provided in Clause 6.

3. SET-UP, COMMENCEMENT AND CONSULTANCY:

- (a) Arrangements for Set-up and payment of all charges in connection therewith must be settled before this End-user Licence can be activated.
- (b) The Advorto Service may be activated following completion of and payment for Set-up.
- (c) Forthwith following activation of the Advorto Service Advorto will provide the Primary Contact with a password enabling him to access the Advorto Service and to set up new user accounts.
- (d) This End-user Licence is effective from acceptance but the Term will begin on the Commencement Date.
- (e) The End-user confirms that Advorto has provided it with the Policy Documents.
- (f) Advorto shall provide Consultancy to the End-user throughout the Term as required at its Consultancy Rates and terms prevailing from time to time

4. CHARGES, EXPENSES AND PAYMENT:

- (a) In consideration of provision of the Service the End-user shall pay the Charges, together with any applicable taxes thereon in the amounts and at the times specified herein.
- (b) All Consultancy charges shall be negotiated with and settled by the End-user 30 days from date of invoice.
- (c) The End-user will be invoiced for, and shall pay, the Charges quarterly in advance throughout the Term. The first invoice shall include licence activation fees.
- (d) Invoices shall be issued at the commencement of each Advorto Quarter and monthly subscription charges shall be based on estimated usage with an adjustment the following quarter to account for actual usage..
- (e) Invoices for Charges shall be delivered to the End-user at the Billing Address provided by it to Advorto unless the End-user elects for invoices to be delivered via email.
- (f) All Charges shall be due and payable by the End-user immediately on receipt by the End-user of an invoice.
- (g) Advorto shall be entitled to charge interest at a rate of two (2%) percent above the base rate of HSBC Bank plc from time to time in force in England on any charges outstanding thirty (30)days after the same have fallen due for payment.
- (h) The End-user shall be responsible for payment of any and all sales, use and other taxes or charges levied by any governmental, statutory, or regulatory authority in connection with the use by the End-user of the Advorto Service which shall be added to invoices as appropriate.
- (i) The End-user shall be invoiced for and shall be responsible for all user accounts set up for Group members.
- (j) In the event of any dispute over Charges or any other aspect of the Advorto Service the parties shall each nominate a senior executive to meet and attempt in good faith to resolve the dispute at the earliest opportunity.
- (k) If payment of Charges is not made when due Advorto may suspend the Advorto Service. If the Advorto Service is suspended for non-payment or otherwise on the request of the End-user Licence, Advorto will charge a fee for re-connection.
- (l) The Charges will be fixed during the Initial Term but may be increased at any time thereafter on Advorto giving to the End-user not less than ninety (90) days' notice in writing to such effect. If any notified increase is unacceptable to the End-user it may terminate this End-user Licence on giving to Advorto not less than thirty (30) days' notice to expire at any time prior to the expiry of such ninety (90) days' notice period. Should the End-user not give any such notice within the required period it shall be deemed to have accepted the increased Charge as notified for the balance of the Term.

5. TERM AND TERMINATION:

- (a) The Term shall commence of the Commencement Date and:
 - (i) shall continue in the first instance for the Initial Term; and
 - (ii) thereafter shall be automatically extended for one or more extensions of 24 months each; unless and until terminated as provided herein.
- (b) Either party may terminate this End-user Licence:-
 - (i) at any time on giving to the other not less than ninety (90) days' written notice to expire at the end of the Initial Term or at the end of any 24 month extension if the Term has rolled automatically at the end of the Initial Term or any relevant extension; or
 - (ii) immediately upon giving written notice to the other in the event of a material breach by the other of any of the provisions of this End-user Licence; or
 - (iii) immediately upon giving written notice to the other in the event of a non-material breach by the other of any of the provisions of this End-user Licence which remains unremedied fourteen (14) days after service of a request in writing to remedy the same; or
 - (iv) immediately on giving written notice to the other in the event the other goes into liquidation (save for a voluntary liquidation for the purpose of amalgamation or reconstruction) or appoints an administrator or a receiver over any part of its undertaking or enters into any arrangement with its creditors by reason of debt or threatens to do any of the foregoing or the like in any jurisdiction; or
 - (v) immediately on giving written notice to the other in the event the other commits any act or omission which brings the former into disrepute.
- (c) The End-user may terminate this End-user Licence as provided in Clause 5(m) if it is unwilling to accept any notified increase in the Charges.

- (d) Without prejudice to any of its other rights hereunder Advorto may cancel or suspend the Advorto Service at any time in the event that the End-user fails to pay the Charges when due having been notified of the failure to pay and having failed to remedy the breach within seven (7) days of such notification.
- (e) Any cancellation or suspension of the Advorto Service or termination of this End-user Licence shall not affect or reduce any remedies or liabilities accrued up to the date of such cancellation or suspension of the Advorto Service or such termination.
- (f) Upon termination of this End-user Licence, Advorto agrees (save where this is due to breach by the End-user) to provide the End-user with reasonable assistance in transferring any data input by the End-user or its clients into the Advorto Service.

6. DATA PROTECTION:

- (a) Advorto and the End-user each undertake to comply fully with all Data Protection Legislation and Advorto and the End-user shall procure that their respective employees, agents and contractors observe the provisions of all Data Protection Legislation. If Advorto receives personal data (as defined in Data Protection Legislation) pursuant to this End-user Licence, Advorto shall only use it as strictly necessary for the performance of its obligations hereunder, shall not transfer it or otherwise process it in any way contrary to any applicable Data Protection Legislation or contrary to any instructions given by the End-user, and shall comply with all reasonable instructions of the End-user in relation to any such personal data.
- (b) Advorto shall implement strict and adequate security and technical and organisational procedures in respect of the integrity and confidentiality of any personal data that comes into its possession to ensure that such personal data will not be recorded, disclosed, processed, deleted, altered, used or otherwise tampered with in an unauthorised or accidental manner and that such personal data is protected in accordance with relevant Data Protection Legislation.

7. SYSTEM CONTINUITY:

Advorto shall have in place and shall maintain up-to-date business continuity procedures to ensure that in the event of a failure or disruption to the Advorto Service it is able to continue to provide the Advorto Service within normal performance parameters within the shortest practicable time. Without limitation to the foregoing Advorto shall use its reasonable endeavours to procure that the Advorto Service is made available at all times within the parameters of its Service Level Policy, being one of the Policy Documents.

8. LIMITATION OF LIABILITY:

- (a) Advorto makes no warranty, either express or implied, as to results to be attained by the End-user or others from the use of the Advorto Service and does not give any express or implied warranty in relation to the Advorto Service of merchantability or fitness for any particular purpose or use.
- (b) The software programs contained in the Advorto Service are deemed reliable but Advorto does not guarantee the correctness or completeness of any program, data or other information provided in connection with or as part of the Advorto Service.
- (c) Advorto shall not be liable for any damage to the End-user arising from delays or interruptions in the provision of the Advorto Service or breakdown of the Advorto Service.
- (d) Advorto shall have no liability or responsibility for the security or maintenance of any data input into the Advorto Service made by the End-user or for the loss or corruption of any of the End-user's data.
- (f) Without prejudice to any other provision hereof to the extent permissible by law, it is agreed that the liability of Advorto for damages (if anything) shall not exceed an amount equivalent to the Charges paid by the End-user in the 12 months immediately prior to the making of a claim and that this shall be the End-user's sole remedy.
- (g) Notwithstanding and without prejudice to any other provision of this End-user Licence Advorto shall not be liable for loss of profits or consequential or indirect losses of any kind suffered by the End-user or for any punitive or exemplary damages howsoever arising.
- (h) No action arising out of or pertaining to provision of the Advorto Service may be brought by the End-user more than six (6) months after the End-user becomes aware of the cause of action.
- (i) The End-user acknowledges that, in entering into this End-user Licence, it is not relying on any representation, warranty or other assurance except those set out in this End-user Licence and the End-user unconditionally and irrevocably waives all claims for in respect of any other representation (negligent or otherwise) unless made fraudulently.
- (j) The End-user agrees to indemnify Advorto against all losses, claims, expenses, costs, liability and damages suffered or incurred by Advorto in connection with any claim or action by any client of the End-user.
- (k) The End-user acknowledges that Advorto will not be liable for any damage caused to the End-user's reputation or goodwill arising from any inaccuracy, error or incompleteness in the Advorto Service.
- (l) This Condition 9 shall extend to Advorto's liability in tort (if applicable) as well as in contract in relation to the Advorto Service.
- (m) No limit on liability shall apply to claims for death and personal injury or for losses arising from fraudulent statements.

9. INTELLECTUAL PROPERTY:

- (a) The End-user agrees that all intellectual property rights in the Advorto Service and in related user guides and documentation and in the trade names, trademarks, service marks, patents, design rights, brand names and/or logos of Advorto including, without limitation, all future rights, shall at all times remain the exclusive property of Advorto and its licensors.
- (b) Nothing in this End-user Licence shall prevent or restrict Advorto or its licensors from using and exploiting, techniques, software tools, ideas, know-how and other intellectual property rights, created, used or developed during the provision of the Service for any purpose whatsoever.
- (c) Notwithstanding anything in this End-user Licence to the contrary, subject to the Proviso below, Advorto agrees to indemnify the End-user and to keep it indemnified and hold it harmless and at Advorto's expense defend the End-user against all and any losses, costs, damages, awards and expenses arising from any claim that the programs, or any other items comprised in the Service or any user guide or other documentation relating thereto infringe any intellectual property right (including without limitation any copyright, trademark, patent, design or any other contractual, statutory or common law right) or any other right of whatsoever nature of any third party or otherwise breach any licence or End-user Licence to which Advorto is party **PROVIDED ALWAYS** that:
 - i) the End-user promptly notifies Advorto of such claim and does not attempt to settle the claim in any way; and
 - ii) Advorto or its licensors shall have control of the conduct of any action in respect of such claim; and

- iii) the End-user co-operates with Advorto or its licensors in every reasonable way in defending such claim at the cost of Advorto or its licensors.

10. MAINTENANCE:

- (a) Advorto agrees to maintain the software and equipment associated with the provision of the Advorto Service on a regular and on-going basis ("Maintenance").
- (b) Advorto shall further monitor the performance of the Advorto Service on a regular and on-going basis and shall inform the End-user in writing of any error or defect which come to its notice which affects the Subscriber's data as soon as this is known. The End-user shall likewise inform Advorto of any significant error or defect in the Advorto Service within a reasonable period of the same becoming known to it.
- (c) For the avoidance of doubt, in the event of any dispute or during any period of notice given hereunder to terminate this End-user Licence, Advorto will continue to maintain the Advorto Service fully in accordance with its obligations hereunder.
- (d) Advorto shall notify the End-user promptly on becoming aware of any material error or inaccuracy in any part of the Advorto Service and shall promptly take all necessary steps to rectify such errors or inaccuracy.
- (e) Without prejudice to the obligation of Advorto to provide Maintenance as required in this Clause 10 Advorto shall provide Support to the End-user throughout the Term as and when required.

11. ASSIGNMENT:

The End-user may not assign this End-user Licence or its rights hereunder at any time in whole or in part without the express prior written consent of Advorto which Advorto may withhold at its sole discretion. Advorto may assign any of its rights hereunder at any time but shall notify the End-user of any intent to do so.

12. COMPLETE AGREEMENT, MODIFICATIONS OR WAIVERS:

This End-user Licence, together with all attachments hereto, is the complete and exclusive statement of the agreement between the parties with respect to the provision of the Advorto Service and supersedes any oral or written communications or representations or agreements relating thereto. No changes, modifications or waivers regarding this End-user Licence shall be binding unless made in writing and signed by the parties hereto.

13. SEVERABILITY AND WAIVER:

- (a) If any provision of this End-user Licence is held to be invalid or unenforceable, such provision shall be modified as required to conform with legal requirements or, if not possible, shall be deemed severed from this End-user Licence and the remainder of the terms of this End-user Licence shall continue to be valid and binding.
- (b) Any waiver of any the provisions of this End-user Licence or of a party's rights under this End-user Licence must be in writing. Failure or delay by a party in enforcing its rights under this End-user Licence will not be construed as a waiver by such party of its rights in respect of that or any other provision of this End-user Licence on that or any subsequent occasion.

14. NOTICES:

Any notice served pursuant to this End-user Licence shall be properly served if sent to the address of the other party contained herein or to such other address as such party may have notified to the former in writing for such purpose and shall be deemed delivered by:

- (i) first class mail= 48 hours after despatch by guaranteed next day delivery
- (ii) facsimile transmission – on transmission
- (iii) email – on transmission
- (iv) hand delivery – immediately upon delivery

15. GOVERNING LAW:

This End-user Licence shall be governed and construed in accordance with the laws of England and the parties hereto hereby agree and consent that any dispute arising hereunder shall be subject to the non-exclusive jurisdiction of the English courts.

16. CONFIDENTIALITY:

- (a) Advorto shall, together with its employees, agents and contractors:
 - i) keep confidential all Confidential Information of the End-user and the End-user's Group Companies;
 - ii) not disclose or transfer to any third party (other than as permitted hereunder) any Confidential Information of the End-user or the End-user's Group Companies; and
 - iii) not use (including by making unnecessary copies) other than as strictly necessary for the performance of this End-user Licence any Confidential Information or intellectual property rights of the End-user and the End-user's Group Companies.
- (b) The End-user shall together with and its employees, agents and contractors:
 - i) keep confidential all Confidential Information of Advorto;
 - ii) not disclose or transfer to any third party (other than as permitted hereunder) any Confidential Information of Advorto;
 - iii) not use (including by making unnecessary copies) other than as strictly necessary for the performance of this End-user Licence any Confidential Information of Advorto.
- (c) Advorto and the End-user shall be permitted to disclose the other's Confidential Information where such disclosure is required by applicable law or regulation subject to the party required to make the disclosure giving the party whose Confidential Information is to be disclosed notice of the disclosure, and reasonable assistance if that party wishes to challenge the requirement to make the disclosure.

17. ANNOUNCEMENTS

Each party may use the existence of this Agreement for appropriate public relations purposes subject to obtaining the prior written agreement of the other party.

18. RECORDING OF TELEPHONE CALLS AND SURVEYS:

- (a) The End-user acknowledges and agrees that Advorto may record telephone calls from time to time for the purposes of training and to assist with fault diagnosis.
- (b) The End-user agrees that Advorto may approach it from time to time with a request that it complete a Customer Satisfaction Survey to gauge the End-user's level of satisfaction with its use of the Advorto Product licensed hereunder.

19. NO PARTNERSHIP:

No part of this End-user Licence is intended to create or record any employment, partnership, joint venture, agency or other such relationship between Advorto and the End-user (or with any of their respective personnel). For the avoidance of doubt all personnel of Advorto shall remain employees of Advorto, and shall not be regarded as employees, agents, contractors or representatives of the End-user.

20. FORCE MAJEURE:

Neither party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under this End-user Licence due to any cause outside its reasonable control including (without limitation) Acts of God, war, riot, malicious acts of damage by third parties, civil commotion, strike, lockout or industrial dispute in connection with any third party unrelated to the parties, refusal of licence, power failure or fire. Should any such failure of performance persist for a period of one (1) month or more by virtue of any of the aforesaid events then the either party may terminate this End-user Licence, by written notice without further liability save for the obligation of the End-user to pay all Subscription Charges and other charges accrued due.

21. THIRD PARTY RIGHTS:

A person who is not a party to the End-user Licence has no right to enforce any term of this End-user Licence.

Advorto UK Ltd.

Contract

Addendum to Service Level Agreement – Typical
Response Times

May 2011

Document version; 1.5

Advorto

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General

Definitions

All times specified in this document are based on reasonable endeavours.

Response Time: the time within which we will have ascertained the problem and provided you with an estimated Fix Time.

Fix Time: the time after the Response Time within which we expect the issue to be resolved.

Business Hours: the hours from 9.00am to 5.30pm UK time Monday to Friday.

⊕ (with the exception of critical issues all times quoted are Business Hours only).

Application Deadlines: Advorto respects that many of our clients have deadlines.

Advorto reserves the right to charge, at the prevailing man day rates, for services provided outside of these definitions and parameters.

Categories and Times

Category	Response Time	Fix Time
Critical	30 minutes	2 hours
Normal	4 hours	8 hours
Low Priority	8 hours	7 days

Examples of Issues and their respective Categories

FRONT END relates to the candidate experience (careers micro site/application form/etc), and **BACK OFFICE** refers to the Applicant Tracking System/Candidate Management System/Online Recruitment Management System.

System	Issue	Category
FRONT END	Unable to reach candidate forms/careers microsite	Critical
FRONT END	Candidates unable to register/login/submit	Critical
FRONT END	Candidate form not behaving as per specification	Normal
FRONT END	Candidate unable to submit form	Normal
FRONT END	Changes required to form outside specification	Normal/Low Priority
FRONT END	Text change request either to application form, or careers micro site	Low Priority
BACK OFFICE	Training issue - client needs to understand a discrete part of the system that he/she is not clear on.	Normal
BACK OFFICE	Unable to reach system during critical recruitment cycle	Critical
BACK OFFICE	Unable to reach system during normal recruitment cycle	Normal
BACK OFFICE	Error generated by system	Normal
General	Data security issues	Critical

Problem Notification

Covered in main Service Level Agreement document published on the Partner Extranet

Service Credits

Covered in main Service Level Agreement document published on the Partner Extranet

End-user's Obligations

It is the End-user's obligation to:

Inform Advorto of issues as soon as you they arise.

Explain any problems clearly and concisely.

Ensure that only nominated members of staff contact us.

Ensure that our dedicated support telephone line, as specified in the End-user Licence or customer contract, is used to report any issues.

In the event of 'infrastructure' type issues, e.g. apparent service outages or emails not reaching recipients – knowledge of local issues and local contacts may be necessary

Provide Advorto with IT contacts and points of responsibility for:

PC support

Internet connectivity

Email/email transport related issues

Web hosting company/responsible party

Inform Advorto of any deadlines or critical dates with respect to the ongoing delivery of our service.

E.g.:

Major company marketing activities

Large scale recruitment campaigns

Large intake (e.g. Graduate) deadlines