Customised Integrated Applicant Tracking Systems - CIATS as a SaaS Product



Collaborating in Partnership since the 9th May 2011 with a Companies House U.K. registered not for profit limited by guarantee company called CSR Projects. Together we have created Work Experience and Volunteering opportunities, refreshed unemployed skills resulting in transition to employment after placements which applied strengths to business gaps.



CIATS SOFTWARE AS A SERVICE PRODUCT SOLUTION SUBSCRIPTION AGREEMENT

This agreement ("Agreement ") entered into & effective from [/_	/] ("Effective
Date"), is by and between [] of
address [] ("Subscriber")
And MEHRAS GT Consulting LTD] of address MGTC-CSR Pro	jects, 49 Broadway,
Stratford, London E15 4BQ England UK ("Service Provider").	•

RECITALS

WHEREAS, Subscriber requires third-party hosted "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Subscriber requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to Subscriber to provide a product used by the Service Provider to perform such Services that Subscriber will maintain control of but benefit from through use of the Service Provider facilitation of the product functionality, with Service Provider right to withdraw and/or amend functionalities at any time being part of the aspects forming the Services;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, Subscriber has selected Service Provider to provide and manage, by way of standard product provision, the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and the security and availability of Subscriber's data ("Subscriber Data," as further described herein) are critical to the operation of Subscriber's business and hence both parties are assured that it will be responsibility of the Subscriber to download, copy and paste otherwise back-up and store their data at their own managed frequency thus confirming Subscriber will not pursue Service Provider for damages resulting from server down-time and/or data loss

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from third-party servers used by the Service Provider in providing the product and related functionality forming the Services; and,

WHEREAS, Service Provider sets out the period of time of this agreement referred to as the 'Term', which for clarity is defined herein as a total of [____] Month(s) (Term) of required Service by the Subscriber from the commencement of the 'Effective Date'

WEHREAS, Service Provider sets out the regular advance payment amount to be deposited into Business Bank Account given in invoices and at the timeline stipulated within the same invoice sent from Service Provider to Subscriber. Service Provider invoice item description will be 'CIATS as a SaaS Product Standard Operator Password' and will be of amount £ [_____] GBP Monthly plus UK VAT where applicable, referred to as the 'Log-in Services Costs' for the Services provided by Service Provider that are agreed to be subscribed to by Subscriber. WHEREAS, Service Provider has agreed to provide the Services to Subscriber, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

- 1. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to Subscriber certain hosted software and upon prior agreement authorized by Service Provider with Subscriber, the Service Provider will endeavour to provide other customization of product forming services necessary considered additional to standard off-the-shelf (OTS) productive functionality and use of such software including integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, and change management (the "Services") The Agreement shall remain in effect unless terminated as provided for herein.
 - 1.1 <u>Authorized Users; Authorized Uses</u>. Service Provider grants product access to Subscriber only. To clarify, unauthorized access would constitute any Subscriber employee, contractor, or agent, or any other individual or entity authorized by Subscriber, to access and use the Services. Authorized Users will have no other limitations on their level of subscription access or use of the subscription level Services.

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- 1.2 Acknowledgement of Subscription Agreement and NOT a License. The parties acknowledge and agree that this Agreement does not in any way constitute a license grant of intellectual property in software form to Subscriber by Service Provider over product forming Services subscribed to by Subscriber.
- 1.3 <u>Control and Location of Services</u>. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, based on the third-party server locations which at point of Agreement commencement are of ORACLE in United States on computing and data storage devices residing therein.
 - 1.3.1 Offensive or Disparaging Content. Where the Services or any web services affiliated with the Services contain as a result of Subscriber content management either offensive content or portray Service Provider in a disparaging way, either as solely determined by Service Provider, Subscriber shall immediately remove the offensive or disparaging content and Service Provider shall have the right, at Servicer Provider's sole election, to: (a) immediately terminate this Agreement and be entitled to retain any prepaid fees; or, (b) obtain all unpaid fees for the entire period of the then subscribed-current term
- 1.4 <u>Development and Test Environments</u>. In addition to use of the Services, Subscriber may expect updates from time to time on the live environment.
- 1.5 <u>Documentation</u>. Future documentation for the Services (the "Documentation") will in due course be introduced and updated at varying intervals attempting to describe the functions and features of the Services. Until then Subscribers agree to use other methods of email or website form communications and await updates in reply by email or return telephone call support from Service Provider.
- 1.6 <u>Changes in Functionality</u>. During the Term, Service Provider shall endeavor not to reduce or eliminate functionality in the Services but if needed will inform in writing the Subscriber of the same.

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2. Term and Termination; Renewals.

- 2.1 Term. This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein. Unless this Agreement is terminated earlier in accordance with the terms set forth herein, the term of (the "Term") shall commence on the 'Effective Date' and continue until the completion of the 'Term' period and resulting associated End Date. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, it shall automatically renew for same period as initially subscribed (at each, "End Date") until such time as a party provides the other party with written notice of termination; provided, however, that: (a) such notice be given no fewer than 3 weeks (21) calendar days prior to the last day of the then-current term.
- 2.2 <u>Termination for Convenience</u>. Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, a party may terminate this Agreement for convenience upon prior written notice to the other party.
- 2.3 Termination for Cause. Without limiting the right of Service Provider to immediately terminate this Agreement or for cause as provided for in this Agreement, if Subscriber materially breaches any of its duties or obligations hereunder and such breach is not cured, or Subscriber is not diligently pursuing a cure to the Service Provider's satisfaction, within fourteen (14) calendar days after written notice of the breach, the Service Provider may terminate this Agreement for cause as of a date specified in such notice.
- 2.4 <u>Payments upon Termination</u>. Upon the termination of this Agreement, Subscriber shall pay to Service Provider all undisputed amounts due and payable hereunder, if any
- 2.5 <u>Subscriber Data</u>. Within period that any potential notice is considered as served leading to the termination of this Agreement, Subscriber shall, before termination of this Agreement, will take responsibility to extract Subscriber Data from the product forming Services of the Service Provider.

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GT Consulting LTD

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- 3. <u>Fees; Billing.</u> Subscriber shall be responsible for and shall pay to Service Provider the fees, subject to the terms and conditions contained in this Agreement. Any sum due to Service Provider for the Services for which payment is not otherwise specified shall be due and payable within seven (7) business days after receipt by Subscriber of an invoice from Service Provider.
 - 3.1 <u>Billing Procedures</u>. Unless otherwise provided for, Service Provider shall bill to Subscriber the sums due by Service Provider's invoice, which shall contain: (a) Subscriber's purchase details, and Service Provider's invoice number; (b) description of Services for which an amount is due; (c) the fees that are due; (d); taxes, if any; and, (f) total amount due. Service Provider shall forward invoices by email to Subscriber appointed email address used for their prospective Client communications.
 - 3.2 <u>Taxes</u>. Service Provider represents and warrants that it is an independent contractor for purposes of local UK taxes. Service Provider agrees that Subscriber is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest, or penalties, including any taxes, imposed, assessed, or levied as a result of this Agreement shall be paid by Subscriber.
 - 3.3 <u>Suspension of Services</u>. Service Provider may suspend any part of the Services where any unpaid but undisputed amount due to Service Provider is more than seven (7) business days in arrears.

4. Subscriber Data.

4.1 Ownership. Subscriber's data ("Subscriber Data," which shall also be known and treated by Service Provider as Confidential Information subject to Subscriber providing confirmation of registration with Information Commissioner's Office regarding data confidentiality and responsibility) which Subscriber accepts responsibility to for (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social

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security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. This Section clarifies that the responsibility of Subscriber's Data is that of Subscriber.

- 4.2 <u>Service Provider Use of Subscriber Data</u>. Service Provider is provided a limited license to Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data only to the extent necessary in the providing of the Services.
- 4.3 Loss of Data. Considering the servers upon which Data is stored are that of Service Provider used Third Party referred to within this Agreement. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Subscriber Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of Subscriber Data, Service Provider is herein by way of this Agreement not to be considered or pursued to compensate for loss of Data
- 5. <u>Non-Disclosure of Confidential Information</u>. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.
 - 5.1 <u>Surrender of Confidential Information upon Termination</u>. Upon termination of this Agreement, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Service Provider shall return Subscriber Data to Subscriber following the timeframe and procedure described further in this Agreement. Should

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Service Provider or Subscriber determine that the return of any non-Subscriber Data Confidential Information is not feasible, such party shall destroy the non-Subscriber Data Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

6. <u>Proprietary Rights</u>.

- 6.1 <u>Pre-existing Materials</u>. Subscriber acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.
- 6.2 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.
- 6.3 The provisions of this Section shall survive the termination of this Agreement.

General.

7.1 Relationship between Subscriber and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for Subscriber or in any way to bind or to commit Subscriber to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Subscriber. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Subscriber. In recognition of Service Provider's status as an independent contractor, Subscriber shall carry no Workers'

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Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. Subscriber shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Subscriber and vice versa.

- 7.2 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws covering England, United Kingdom.
- 7.3 <u>Legal Fees and Costs</u>. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the Service Provider is confirmed by Subscriber as not being responsible and therefore will not be pursued for costs, expenses or compensation.
- 7.4 <u>Compliance with Laws; Service Provider Policies and Procedures</u>. Both parties agree to comply with all applicable local laws, Court orders and directions issued, where applicable. Subscriber shall comply with Service Provider policies and procedures where the same are posted, conveyed, or otherwise made available to Subscriber.
- 7.5 <u>Cooperation</u>. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Subscriber will cooperate with any Service Provider services, and agrees to cooperate with such Service Provider third party supplier policies, and shall not commit or permit any act, which may interfere with the performance of services by any such supplier.

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- 7.6 Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control.
- 7.7 <u>Advertising and Publicity</u>. Subscriber shall not refer to Service Provider directly or indirectly in any advertisement, news release, or publication without prior written approval from Subscriber.
- 7.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 7.9 <u>Notices</u>. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United Kingdom certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 7.10 <u>Counterparts; Facsimile</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.
- 7.11 <u>Entire Agreement</u>. This Agreement constitute the entire agreement between the parties and supersede any and all previous

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<u>Completed By</u>: <u>Subscriber</u> * as follows:

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representations, understandings, or agreements between Subscriber and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

Executed on dates set forth below by the undersigned authorized representative of Subscriber and Service Provider to be effective as of Effective Date for period of Term both of which are both defined and referenced within pages 1 to 10 above.

[_____] (Subscriber *) Signatory Name: _____] (Subscriber *) Company Name Responsibility: Address for Notice: [] Date:[Signature: <u>Completed By: Service Provider</u> ** as follows: Signatory Name: Company Name: MEHRAS GT Consulting LTD (Service Provider **) Responsibility: Founder, Director & CEO Address for Notice: MGTC c/o CSR Projects, 49 Broadway, London E15 4BQ UK Signature: Date: