

RESOLUTION NO. 2020 - 181

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PURCHASE AND TO EXECUTE AN AGREEMENT FOR NEOGOV EMPLOYMENT APPLICANT TRACKING SOFTWARE

RECITALS

WHEREAS, the County seeks to purchase NEOGOV Employment Applicant Tracking Software for posting employment vacancies, receiving job applications for SJC Personnel Services and onboarding new hires; and

WHEREAS, in accordance with section 302.6.5.4 of the St. Johns County Purchasing Manual, entitled "Piggyback or Cooperative Purchasing", the County is authorized make said purchase subject to the terms and conditions of City of Titusville contract #19-P-25 ("Contract"); and

WHEREAS, purchase of the software will be funded by Personnel Services; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract and finds that entering into the Contract for the purchase of the employment applicant tracking software serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to purchase NEOGOV Employment Applicant Tracking software.

Section 3. In accordance with the terms and conditions of the Contract, the County Administrator, or designee, is further authorized to execute an agreement in the amount of \$94,140.00 for the purchase of NEOGOV Employment Applicant Tracking software from NEOGOV.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of May, 2020.

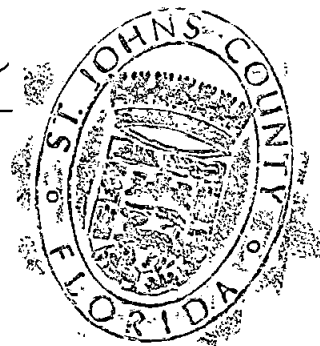
ATTEST: Brandon Patty

By: Pam Halterman
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith
Jeb S. Smith, Chair

Rendition Date: 5/21/20



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NEOGOV ORDERING FORM			
Employee Count: 1,100 FT		GovernmentJobs.com, Inc. (dba "NEOGOV")	
4/21/2020		300 Continental Blvd., Suite 565	
		El Segundo, CA 90245	
		accounting@neogov.com	
Customer Information			
Customer Name:	St. Johns, County of (FL)	Customer Contact Name:	Sarah Taylor
Customer Address:	500 San Sebastian View St. Augustine, FL 32084	Email Address:	staylor@sjcfl.us

Fee Summary			
Description of Subscriptions	SaaS Subscription Fees	Non-Recurring Professional Service Fees	Service Fee Sub-Totals
Insight Enterprise – Year 1 (6/1/2020-9/30/2020) (IN)	\$5,547.00	\$5,000.00	\$10,547.00
Insight Enterprise – Year 2 (10/1/2020-9/30/2021) (IN)	\$16,640.00	NA	\$16,640.00
GovernmentJobs.com – Year 1 (6/1/2020-9/30/2020) (GJC)	\$1,062.00	\$0.00	\$1,062.00
GovernmentJobs.com – Year 2 (10/1/2020-9/30/2021) (GJC)	\$3,185.00	NA	\$3,185.00
E-Forms - Year 1 (6/1/2020-9/30/2020) (EF)	\$7,698.00	\$5,000.00	\$12,698.00
E-Forms - Year 2 (10/1/2020-9/30/2021) (EF)	\$23,095.00	NA	\$23,095.00
Onboard - Year 1 (6/1/2020-9/30/2020) (ON)	\$4,853.00	\$4,000.00	\$8,853.00
Onboard - Year 2 (10/1/2020-9/30/2021) (ON)	\$14,560.00	NA	\$14,560.00
Integrations - Year 1 (6/1/2020-9/30/2020) (IG)	\$500.00	\$1,500.00	\$2,000.00
Integrations - Year 2 (10/1/2020-9/30/2021) (IG)	\$1,500.00	NA	\$1,500.00
		Order Total (Year 1 (6/1/2020-9/30/2020):	\$35,160.00
		Order Total (Year 2 (10/1/2020-9/30/2021):	\$58,980.00

A. Agreement and Applicable Modifications to the Agreement.

1. Agreement. This Ordering Document and the Services purchased herein are governed by the terms of the Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Document available at <https://www.neogov.com/service-specifications>, as well as the Service Specifications and applicable Schedules incorporated therein.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative. This Order Form may not be modified or amended except through a written instrument signed by the parties.

B. General Terms Summary.

1. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
2. The Effective Date. This Order is made and entered into as of the date of Customer signature on this Order Document (the "Effective Date").
3. SaaS Subscription(s) Start Date. The Effective Date.
4. Billing Frequency. Annual. Net 30 from Customer receipt of NEOGOV invoice.
5. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.
6. Offer Validity. This Order is valid for 30 days from the date of Customer receipt of this Ordering Document unless extended by NEOGOV.

C. Special Conditions (if any).

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IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovernmentJobs.com, Inc. (DBA "NEOGOV")
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

RIDER 1

St. Johns County Supplemental Terms and Conditions

1. The following Supplemental Terms and Conditions of St. Johns County (the "County") are hereby incorporated into the GovernemantalJobs.COM, Inc. d/b/a NEOGOV as Rider 1. In the event of a conflict or inconsistency between this Rider 1 and the NEOGOV Agreement, the provisions of Rider 1 shall prevail. The parties agree as follows:

Compensation:

The County shall compensate NEOGOV in accordance with the mutually agreed to Order Form entered into between the County and NEOGOV. The Initial Order Form reflects an Order Total for Year 1 Cost of thirty-five thousand one hundred sixty dollars zero cents (\$35,160.00), which shall be paid 30 days after agreement is fully executed and Order Total for Year 2 Cost of fifty-eight thousand nine hundred eighty dollars and zero cents (\$58,980.00) as set forth on the order form as submitted by NEOGOV and accepted by the County. The maximum amount available as compensation to NEOGOV under this Agreement shall not exceed thirty-five thousand one hundred sixty dollars (\$35,160.00) for the first year, and fifty-eight thousand nine hundred eighty dollars (\$58,980.00) each additional year which shall be the amount budgeted by the St. Johns County Personnel Department for services delivered in accordance with the Contract Documents.

It is strictly understood that NEOGOV is not entitled to the above-referenced amount of compensation. Rather, NEOGOV's compensation shall be based upon NEOGOV's providing the Services, detailed in the Contract Documents, which are not the subject of a good faith dispute.

The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Contract Documents.

2. **Availability of Funds.**

The County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, (and the County agrees that it shall not execute and submit an Order Form for the purchase of any products or services from NEOGOV unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that NEOGOV cannot demand that the County provide any such funds in any given County Fiscal Year.

3. **Permits and Licenses.** To the extent that NEOGOV needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then NEOGOV's shall be responsible for securing, obtaining/acquiring, and maintaining, at NEOGOV's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.

4. **Independent Contractor Relationship.**

NEOGO is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to NEOGOV's sole direction, supervision, and control.

NEOGO shall exercise control over the means and manner in which it and its employees perform the work, and in all respects NEOGOV's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. NEOGOV does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

5. **Amendments to this Contract Agreement.**

Both the County and NEOGOV acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and NEOGOV acknowledge that any change, amendment, modification, revision, or extension of this Contract Agreement (other than termination, as noted elsewhere in this Contract Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and NEOGOV.

6. **Duration & Renewal.**

This Contract Agreement shall become effective upon signature by all parties, shall be in effect for an initial contract term of two (2) calendar years, and may be renewed, in one year periods, upon satisfactory performance by NEOGOV, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this

Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County's determination that NEOGOV has satisfactorily performed the Services noted in the Contract Documents.

7. Public Records

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that NEOGOV's performance under this Agreement constitutes an act on behalf of the County, NEOGOV shall comply with all requirements of Florida's public records law. Specifically, if NEOGOV is expressly authorized, and acts on behalf of the County under this Agreement, NEOGOV shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied with a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and the following completion of this Agreement if NEOGOV does not transfer the records to the County; and
 - (4) Meet all requirements for retaining public records, and transfer at NEOGOV's sole cost and expense, all public records in the possession of NEOGOV upon termination of this Agreement. NEOGOV shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

- C. Failure by NEOGOV to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. NEOGOV shall promptly provide the County notice of any request to inspect or copy public records related to

this Agreement in NEOGOV's possession and shall promptly provide the County a copy of NEOGOV's response to each such request.

8. Severability.

If any word, phrase, sentence, part, subsection, section or other portion of this Contract Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

9. Termination.

This Contract may be terminated by the County without cause upon at least ninety (90) calendar days advance written notice to NEOGOV of such termination without cause. This Contract may be terminated by the County with cause provided that NEOGOV does not cure such deficiency within thirty (30) days of written notice by County of NEOGOV's breach. Such written notice shall indicate the exact cause for termination.

10. Notice of Default / Right to Cure

- A. Should NEOGOV fail to perform (default) under the terms of this Contract, then the County shall provide written notice to NEOGOV, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by NEOGOV to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to NEOGOV during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, NEOGOV shall be paid for Services authorized and due under the applicable Order Form signed between the parties. The SaaS Services are provided on an annual basis. If the County terminates because of a NEOGOV breach, NEOGOV will refund any unused and prepaid fees. If the County terminates without cause, NEOGOV will not refund any prepaid fees.
- D. Upon receipt of notice of termination, except as otherwise directed by the County in writing, NEOGOV shall:
 1. Stop work on the date to the extent specified
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
 3. This is not a works for hire arrangement. Customer is not receiving any work product from NEOGOV. Continue and complete all parts of the work that have not been terminated

11. Personnel.

NEOGOVS represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by NEOGOV, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. Any changes or substitutions in NEOGOV's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective. NEOGOV warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

12. Subcontracting.

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform any Implementation Services work described in the Contract Documents. NEOGOV is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Implementation Services work in a timely fashion, NEOGOV shall promptly do so. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

13. Governing Law and Venue.

This Contract Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Contract Agreement shall be in St. Johns County, Florida.

14. Insurance.

NEOGOV, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the Duration of this Contract Agreement.

NEOGOV shall not commence work under this Contract until it has obtained all insurance required under this section. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. NEOGOV shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate NEOGOV has obtained insurance of the type, amount, and classification as required by contract and that it will provide written notice within thirty (30) days of a material change or cancellation of the insurance. Compliance with the foregoing requirements shall not relieve NEOGOV of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

NEOGOV shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect NEOGOV from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by NEOGOV or by anyone directly employed by or contracting with NEOGOV.

NEOGOV shall maintain during the life of this Contract, Technology Errors & Omissions/Professional Liability with minimum limits of \$3,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover NEOGOV and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of job.

NEOGOV shall maintain during the life of this Contract, Cyber Liability & Data Storage Insurance with minimum limits of \$2,000,000 per occurrence, \$3,000,000 aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.

NEOGOV shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect NEOGOV from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned vehicles, including rented/hired automobiles whether such operations be by NEOGOV or by anyone directly or indirectly employed by a NEOGOV.

NEOGOV shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

15. Indemnification.

NEOGOV shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and reasonable professional consultation services, and reasonable attorneys' fees, arising out of claims for personal injury or tangible property damage and NEOGOV gross negligence. NEOGOV shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

16. Successors & Assigns.

The County and NEOGOV each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor NEOGOV shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other, which consent not to be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and NEOGOV.

17. Remedies.

Unless expressly stated, no remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees as may be awarded by a court of competent jurisdiction.

18. Conflict of Interest.

NEOGOV represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. NEOGOV further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. NEOGOV shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence NEOGOV's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that NEOGOV may undertake and request an opinion of NEOGOV, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by NEOGOV. The County agrees to notify NEOGOV of its opinion by certified mail within 30 days of receipt of notification by NEOGOV. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by NEOGOV, the County shall so state in the notification and NEOGOV shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by NEOGOV under the terms of this Contract Agreement.

19. Excusable Delays.

NEOGOV shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond NEOGOV's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; failure of the internet, the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If delay is caused by the failure of NEOGOV' subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of NEOGOV and its subcontractor(s) and is without the fault or negligence of either of them, NEOGOV shall not be deemed to be in default. Upon NEOGOV' request, the County shall consider the facts and extent of any delay in performing the work and, if NEOGOV' failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

20. Arrears.

NEOGOV shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. NEOGOV further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

21. Ownership of Documents.

NEOGOV acknowledges that all information provided by County to NEOGOV shall remain solely and exclusively owned by County. Finished and unfinished documents or materials prepared by NEOGOV under the Agreement remains the property of NEOGOV. NEOGOV is granting County a license to use the software applications and any documents developed and/or produced in connection with that license, and subject to the software license agreement; such licenses contain confidential or proprietary information and shall remain the property of NEOGOV. The rights County will receive under the license agreement are rights to use the NEOGOV software license applications and related materials. County is not entitled to any rights to the title or ownership of any source code, object code, design and design documents, flow charts and/or specifications, or any work product produced by NEOGOV, such as reports, schedules, displays, exhibits, other documentation, etc. NEOGOV claims all rights to its proprietary and confidential information including, but not limited to, its pricing, terms, conditions, specifications, software documentation, the NEOGOV terms, and Services Scope Statement, Professional Services Work Order or Statement of Work, or any other similar document.

22. Contingent Fees.

NEOGOV warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for NEOGOV to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for NEOGOV, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

23. Access & Audits.

NEOGOV shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Contract Agreement. The County shall have access to such NEOGOV books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

24. Nondiscrimination.

NEOGOV warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

25. Entirety of Contractual Agreement.

The County and NEOGOV agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and NEOGOV.

26. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled, and if awarded by a court of competent jurisdiction.

27. Authority to Practice.

NEOGOV hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times, conduct its business activities in a reputable manner.

28. Severability.

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. Amendments & Modifications.

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties. If the County instructs in writing, NEOGOV shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended NEOGOV shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

30. Arbitration.

Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Contract Documents or in connection with the project in any manner whatsoever.

31. Notices.

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View St. Augustine, FL 32084

and if sent to NEOGOV shall be mailed to:

NEOGOV
300 Continental Blvd, Suite 565

32. Headings.

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

33. No Third Party Beneficiaries.

Both the County and NEOGOV explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

34. Use of County Logo.

Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, NEOGOV may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

35. Survival.

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

NEOGOV Schedule I – Integration Terms & Descriptions

NEOGOV offers integrations and platform APIs for integrations to third party systems. Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Ordering Document. NEOGOV Integration Service descriptions for Integration Services not purchased or subscribed to by Customer are provided for reference only and are subject to change. More detailed information about each Integration can be found in the relevant Export and Integration Guides.

Additional Terms Applicable to Integrations. The following terms supplement the standard terms and conditions set forth in the Services Agreement and shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found here <https://api.neogov.com/connect/marketplace.html> and described further in the Integration Detail and accompanying technical documentation (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”).

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.
7. **API Key.** In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this

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Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. **Efficient Processing.** You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. **Open API Limitations.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. **Open API Termination.** Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Description of Integrations

New Hire (NH)

NEOGOV offers a standard New Hire Integration that automatically exports a file of hires from Insight Enterprise and uploads it to an FTP site. This file then can be processed into your HRIS by your organization. Hires within Insight can refer to any new hires, rehires, or promotions that have been entered into Insight Enterprise. The data exported can be configured to include standard fields that you specify. This integration can be designated either as a scheduled batch process (i.e. daily, weekly, etc.) or as a real-time web service. During implementation, Customer personnel work with a NEOGOV Implementation Consultants to define which fields are required. Additionally, NEOGOV can export custom fields the Customer defines in the master profile or hires table.

Position Control (PC)

The Position Control Integration provides an ongoing or one-time load of Position Control data from a file to the NEOGOV applications. This data is used to populate the Requisition and Hire forms with Position Control information once the Position Number is entered onto the Requisition or Hire form. The files are retrieved from a NEOGOV hosted Secure FTP server and then loaded into the Positions table in NEOGOV.

Standard Integrations (SI)

NEOGOV Standard Integrations provide ongoing or one-time data imports from file(s) into NEOGOV applications. Each integration point is considered a separate project. Standard Integration files should include only records to be added or updated in Insight. NEOGOV retrieves the files from the SFTP server and then imports the data into Insight. The available data tables include:

- Bargaining Units
- Divisions
- Department Users
- Physical Classes
- Class Specs
- Occupational Groups
- Locations
- HR Users
- Departments

Single Sign-On (SSO)

NEOGOV's Single Sign On (SSO) options allow agency users to securely authenticate and login to NEOGOV applications without having to re-enter their credentials. Currently NEOGOV offers two SSO options: SAML and Azure AD. Details for each option are provided by the NEOGOV Implementation Consultant prior to the project kick-off. Customer is responsible to keep user status in NEOGOV systems up-to-date; however, a separate integration is available to automate this update process.

Higheredjobs.com Job Postings (HP)

Jobs posted to the agency's open or external jobs page can also be advertised on the higheredjobs.com employment website. This NEOGOV-operated site caters to your ideal applicant, as it shows only jobs at institutions of learning. Applicants can apply and monitor their application directly from higheredjobs.com, making the application process seamless and simple.

Applicant Testing (AT)

Option 1: Biddle Consulting Group Testing Suite includes:

1. OPAC Testing Software. Pre-employment testing used to measure the skills and abilities critical to clerical and administrative positions.
2. CritiCall. Public safety dispatcher and call taker simulation test to assess potential success in the position.
3. Redirects applicants from Insight into OPAC and CritiCall.
4. Automatic upload of OPAC and CritiCall test scores into Insight.
5. Auto-test Code management between disparate installations of OPAC or CritiCall with organization.

Option 2: Skillcheck

NEOGOV offers integrations with Skill Check for online testing. Once the integration is enabled, your Skill Check tests will be available in Insight. Upon test completion, scores will be available within Insight. Licensed Skill Check products are installed on your organization's PCs or servers with unlimited seat licenses. Each product comes with a standard end user license agreement and is available as an annual subscription.

Option 3: IBM Kenexa

NEOGOV offers integrations with IBM - Kenexa for online testing. Once the integration is enabled, IBM tests will be available in Insight. Upon test completion, scores will be available within Insight. Licensed IBM - Kenexa products are installed on your organization's PCs or servers with unlimited seat licenses. Each product comes with a standard end user license agreement and is available as an annual subscription.

Background Check (BC)

The NEOGOV Background Check Integration allows agencies to initiate background checks directly from Insight or OHC. Choose from a wide and ever-growing selection of background check vendors to find one that suits the needs of your agency. Control who has access to view or initiate background checks via security role customization in OHC and track the status of the background check from the referred list.

Onboard Documents Export (OE)

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The Onboard Documents Export allows Onboard users to schedule bulk exports of completed onboarding forms and data as needed. The forms and data are exported on a regular basis to a secure FTP folder. Only your agency has access to this information. More detailed information is available in the NEOGOV Onboard Documents Export Subscription guide.

Hire Export (HE)

The NEOGOV Hire Export periodically exports and uploads a file of onboarded hires from Insight or Onboard to an SFTP site. This file can be processed into your HRIS.

Employee Integration (EI)

NEOGOV's Employee Integration provides an ongoing feed of up-to-date employee data extracted from your HRIS/ERP system into Perform or Onboard. All files are to be placed in the Customer's 'Inbound' folder on the NEOGOV SFTP server. NEOGOV retrieves the files from the SFTP server and then imports the data into Perform/Onboard. This integration can be designated as a scheduled batch process (i.e. daily, weekly, etc.).

API Integrations with HRIS/Financial System (HRA)

NEOGOV provides a RESTful Web Service API for integrations built on standard technology. The Web Service API can be used to add, update, and retrieve records from your NEOGOV system in real-time. The service supports XML and JSON message formats. The API is well documented. Documentation on usage and best practices for leveraging the API for an optimum, low cost integration will be provided during the integration process.

1. NEOGOV Responsibilities:
 - a. Technical guidance/support on API usage
 - b. Provide API key and signature for sandbox and Production account
 - c. Configuration of a sandbox account to enable testing
 - d. Support during testing
2. Customer Responsibilities:
 - a. Assign a technical point of contact during all phases of the project (from kick off to 'go live')
 - b. Build the integration using the API's
 - c. Maintain integration post go-live (for any changes to the API's)

Laserfiche (LF)

In partnership with MCCi, NEOGOV offers a Laserfiche Integration which allows customers to send applications, Personnel Action Forms, and attachments from Insight and Onboard forms to a customer's Laserfiche document management system. To utilize customer must meet the following requirements:

1. Maintain a license to Insight and/or Onboarding module(s).
2. Maintain a Laserfiche named-user license allocated to this Integration.
3. Provide NEOGOV access to the Laserfiche environment for web service endpoint installation.
4. Endpoint server is accessible by NEOGOV's document management service.
5. Document transfer to Laserfiche over port 80 or 443.
6. Customer must procure and install their own SSL certificates to bind to IIS HTTPS endpoints, enabling encrypted transmission of HR documents from NEOGOV to Laserfiche.

Laserfiche Implementation services for this Integration includes:

1. Installation of NEOGOV Integration.
2. Configuration of Integration Utility to pair core NEOGOV metadata fields to Laserfiche metadata fields.
3. Configuration of NEOGOV Integration properties in the NEOGOV module to enable "Send to Laserfiche" buttons.

NEOGOV SERVICES AGREEMENT

You agree that by placing an order through a NEOGOV standard ordering document (the "Order" or "Ordering Document") you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc.(dba "NEOGOV") and, where applicable, its affiliates; "Customer", "you", "your" means the Governmentjobs.com client, customer, or subscriber identified in the Ordering Document.

If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Ordering Document and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement"), documents incorporated herein including the applicable Ordering Document and Schedule(s), and Special Conditions (if any).

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with, and/or access its SaaS Applications, Integrations, and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Ordering Document (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription Grant.**
 - a) **SaaS Subscription.** "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV in connection with the provision of SaaS Applications. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer's internal purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees and (ii) Customer agents, contractors, consultants, and their respective employees, all of which are pre-approved by NEOGOV.
 - b) **Delivery and Subscription Term.** NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.
 - c) **Content License.** Should Customer purchase access to SaaS Applications containing audio-visual content ("Licensed Content"), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content.
 - d) **Program Documentation.** Program Documentation shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
 - e) **Prohibited Access.** You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

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3. **Professional Services.** "Professional Services" shall mean professional consulting services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.
4. **Segmentation.** The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
5. **Payment Terms.** Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Ordering Document. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer's employee count and the amount of Customer Data NEOGOV maintains in its systems for Customer. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable NEOGOV invoice or Ordering Document. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term.
6. **Term and Termination.**
 - a) **Term.** Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
 - b) **Termination for Cause.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy.
 - c) **Effect of Termination.** Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. **Service Specifications.** "Service Specifications" means the following documents, as applicable to the Services under your Order: Program Documentation, Service Schedules, Terms of Use, Security Statements, Retention, Cookie, and Privacy Policies. The Service Specifications describe and govern the Services. Online Service Specifications may be made available at <https://www.neogov.com/service-specifications> or provided upon Customer request. All applicable Service Specifications are incorporated into this Agreement. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.
8. **Maintenance, Modifications and Support Services.**
 - a) **Maintenance.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, NEOGOV database security, and integrity of Customer Data stored in the NEOGOV database. Preventive system maintenance is conducted by NEOGOV from time

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to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks.

- b) **Modifications, Updates, and Upgrades.** NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - c) **Training Materials.** Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - d) **Implementation.** For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site, unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide dedicated consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Personnel grasp the system.
 - e) **Support.** Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request).
 - f) **Limitations.** Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. **NEOGOV Intellectual Property.** NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. **Data Processing and Privacy.**
- a) **Customer Data.** "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services.
 - b) **Platform Data.** "Platform Data" shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any Authorized User, including any end user visit, session, impression, clickthrough or click stream data, non-personal Usage Data, Account, Log, Device, Publication, Tracking, and Transaction Data as defined in NEOGOV's Privacy Policy, and any statistical or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access,

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and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes.

- c) Privacy. NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at <https://www.neogov.com/privacy-policy>. The defined terms in the NEOGOV Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein.
 - d) Data Responsibilities. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data inside and outside the Services (including any personally identifiable information), and (iv) Customer database(s). NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. NEOGOV recommends Customer backup their Customer Data outside the Services if necessary. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
 - e) Service Usage. NEOGOV may set forth Fees for designated levels of usage and data storage within each SaaS Application (each a "Storage Quota"), beginning with the Fees payable by Customer for the levels of usage and data storage in effect as of the Effective Date. NEOGOV will use commercially reasonable efforts to notify Customer in writing if Customer has reached 80 percent of its then current Storage Quota and Customer may increase its Storage Quota and corresponding Fee obligations in accordance with NEOGOV's then current usage price tiers. Customer acknowledges that exceeding its then-current Service Allocation may result in service degradation for Customer and other NEOGOV customers and agrees that (i) NEOGOV has no obligation to permit Customer to exceed its then-current Storage Quota and (ii) Customer is not entitled to any Service Level Credit for periods during which Customer exceeds its then-current Storage Quota, regardless of whether the Services fail to meet any availability requirement during such period.
 - f) External Breach. In the event of a security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will: (a) initiate remedial actions that are in compliance with applicable law and consistent with industry standards; and (b) notify you of the security breach, its nature and scope, and the remedial actions NEOGOV will undertake as determined solely by NEOGOV.
 - g) Internal Breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV immediately of the breach and steps you will take to remedy the breach.
11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.
12. Representations, Warranties, and Disclaimers.
- a) Service Performance Warranty. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

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- b) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- c) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
- d) **Configurable Services.** The Services can be used in ways that do not comply with applicable laws and it is Customer's sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer.
- e) **Services Do Not Constitute Advice or Credit Reporting.** NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.
- f) **No Control of HR Practices.** You acknowledge that NEOGOV exercises no control over your specific human resource practices implemented using the Service or your decisions as to employment, promotion, termination, or compensation of any Personnel or Authorized User of the Service. You further agree and acknowledge that NEOGOV does not have a direct relationship with your employees and that you are responsible for all contact, questions, Customer Data updates and collection, with your employees. In addition, you are responsible for the privacy (including your own privacy policies governing your processing of Customer Data), collection, use, retention and processing of your Customer Data, and providing any and all notices and information to your employees regarding the foregoing, in compliance with all applicable laws. NEOGOV hereby disclaims all liability arising from your decisions and from harmful data or code uploaded to the Service by you and/or your employees, contractors or agents.
- g) **Customer Compliance.** Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. All users of the Services are obligated to abide by the Terms of Use available at <https://www.neogov.com/terms-of-use>. Customer shall take reasonable efforts to make all users, whether Authorized or unauthorized, aware of this Agreement's provisions as applicable to such user's use of the Services and shall cause users to comply with such provisions.

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13. Indemnification.

- a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:
 - i. Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
 - ii. Gives NEOGOV sole control of the defense and any settlement negotiations; and
 - iii. Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.
- b) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- c) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights. NEOGOV will not indemnify Customer for any intellectual property infringement claim(s) known to Customer at the time subscription rights are obtained.
- d) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

14. Limitations of Liability.

- a) Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- b) Limitation. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND

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UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

- c) Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by NEOGOV to Customer. Each of these provisions is severable and independent of all other provisions of this Agreement.
15. Trial and Beta Services; Integrations. To the extent Customer utilizes Trial, Beta, or NEOGOV Integration Services, the Schedules relevant to such Services found at <https://www.neogov.com/service-specifications> are incorporated herein and shall supplement the Services Agreement.
 16. E-Signatures.
 - a) E-Signature Provisioning & Consent. NEOGOV E-Forms and other electronically signed services (“E-Signatures”) are provided by NEOGOV for two counterparties (generally a government employer (the “sending party”) subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.
 - b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOGOV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.
 - c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdrawn your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.
 - d) E-Signature Validity. PLEASE NOTE THAT NEOGOV’S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE’S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV’S E-SIGNATURE’S.
 17. Relay of Content. NEOGOV relays content including, but not limited to, resumes, cover letters, applications, messages, questionnaire answers, responses, offer letters, and other materials. You acknowledge that you are asking NEOGOV to send this content on your behalf. We process, monitor, review, store, and analyze such content for data analysis, quality control, enforcement of the Terms of Use, security, content moderation, and to improve the SaaS Applications. As a result, or due to technical malfunction, in certain circumstances such content may be delayed or may not be delivered to the intended recipient. NEOGOV may notify you in such an event.
 18. Text Message Communications. NEOGOV may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of

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any third parties to receive such text messages. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.
20. Cooperative Agreement. As permitted by law, it is understood and agreed by Customer and NEOGOV that any government entity other than Customer (the "New Entity") may purchase the services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.
21. Publicity. Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.
22. Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
23. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.
24. Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void.
25. Entire Agreement; Amendment. This Services Agreement and documents incorporated herein (including all Service Specifications and Schedules), the applicable Ordering Document, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Ordering Document. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Ordering Document unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Ordering Document shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Ordering Document shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Ordering Document, 3) the applicable NEOGOV Services Agreement, Service Specifications, Schedules, and other incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.
26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's State of residence, without giving effect to conflict of law rules.

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27. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect.
28. Survival. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive.
29. Independent Contractor; Third Party Agreements. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
30. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Ordering Document and (ii) NEOGOV at 300 Continental Blvd., Suite 565, El Segundo, CA 90245.
31. Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
32. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

NEOGOV Schedule S – Service Descriptions

Customer may use only those Services purchased or subscribed to as listed within the NEOGOV Ordering Document. NEOGOV Service descriptions for Services not purchased or subscribed to by Customer are provided for reference only and are subject to change.

Insight Enterprise (IN).

Insight Enterprise is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

Recruitment:

- Online job application
- Configurable Career site
- Online job interest cards
- Recruitment and examination planning

Applicant Tracking:

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate self-service portal for scheduling and application status

Career Pages:

- NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses of its promotional, transfer and ordinary job posting website links (Links provided by NEOGOV)

Reporting and Analysis:

- Standard system reports
- Ad hoc reporting tool

Selection:

- Configurable supplemental questions
- Define unique automatic scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Insight Training:

- NEOGOV will create a Customer-specific training environment for Insight Enterprise, which is used by Customer during training and afterwards to train in prior to moving into production.
- Customer will have full access to the demo/training environment setup for Insight Enterprise.
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Ordering Document.
- NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

Insight Candidate Text Add-On

Send messages through the Insight platform to candidates who agree to receive text notifications on their mobile device. Provide them with updates on the status of their applications, interview times, next steps in the application process, and application results.

Insight Canvassing Add-On

The canvassing feature automates the distribution and collection of canvassing forms. It allows organizations to email notify candidates to complete a canvassing form for a specific job opportunity. Candidates access the form within their jobseeker account. Employers can access the submitted forms from each candidate and set access restrictions. The history of dates the form is sent and received is maintained within the system.

Position Management (PM).

Position Management is designed to track, monitor, and implement approval workflows relating to Position status and Position requests. Tracked fields of budgeted positions include job title, department, job classification, position types, FTE, custom fields, and more. In addition, PM allows for an audit trail of position requests and permits a seamless integration into the NEOGOV HRIS to transmit Position data and track filled or vacant positions.

GovernmentJobs.com Job Posting Subscription (GJ).

Agency can advertise their job openings on the governmentjobs.com employment website. This secondary NEOGOV job board consistently attracts more than 300,000 visitors per week, greatly expanding the audience of job postings. Applicants can search for jobs based on geographical location and/or keyword, helping them find jobs at agencies within which they are not specifically searching. Applicants can apply and monitor their application directly from governmentjobs.com, making the application process seamless and simple. All job postings are shared to GovernmentJobs.com automatically from the agency's primary career page when this subscription is enabled.

Perform (PE).

Perform is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform will include the following:

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales Log of Performance Observations throughout the year
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

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- Peer Reviews & Multi-rater capability

E-Forms (EF).

E-Forms is designed to provide customers the means to complete all employee paperwork online. Features include automated approval and signature routing, electronic personnel files, conversion of PDF files to online forms, E-signature, and automated notifications.

Onboard (ON).

Onboard is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:

- Electronic Employee File of Onboard forms
- Federal I9 and W4 forms
- Checklists of tasks to create specific Onboard process by position, department, division or class spec.
- Configurable new hire portal
- Ability to promote, rehire and offboard employees (task assignment based on new position)
- Global form bank
- Configurable Email Notifications
- Automation of Onboard process
- Build your own Onboarding forms. Onboard (ON) includes Federal I9 and Federal W4 forms which are updated as new versions are released. Additional forms or form maintenance is available from NEOGOV at the following cost:
 - Background forms \$295 per form
 - Dynamic Forms \$40 per form
 - Updates to existing forms \$200 an hour

Learn (LE).

Learn is designed to provide a seamless experience for organizations to train and develop employees. LE addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learn (LE) will include the following:

- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
- Ability to upload SCORM course content files
- Certificates after course completion
- Learner transcripts & class rosters
- Course catalog with configurable categories for learners to browse
- Centralized dashboard that displays all required and elective trainings (online and in-person) that employees are enrolled in
- Off-the-shelf online courses
- NEOGOV will work with Customer staff to understand the existing processes, as well as other workforce business practices, where applicable.

Core HR (CHR)

Core HR is designed to be a combination of Human Resource data and IT resource to maintain detail and history around their human resource capital. This includes organization structural design, employee records, benefit plans and administration, attendance/leave plans, and more. A subscription to CoreHR includes, but is not limited to the following:

- Organizational management
- Benefits administration and online open enrollment
- Attendance/Leave management
- Employee and manager self-service
- Reporting and analytics
- PA's and workflow
- Union contracts
- FMLA tracking

Payroll (PR)

Payroll is designed to further enhance the CoreHR technology with the ability to process payroll directly in the HRIS. This feature-rich module handles all your payroll processing needs and complexities unique to your agency. A subscription to PR includes, but is not limited to the following:

- Premiums and shift differentials
- FLSA true up
- Retro pay calculation
- Job/fund costing
- General ledger integration including cost allocations
- W2, 1095, garnishment, tax, and year-end processing

Time and Attendance (TA)

Time and Attendance is designed to assist in the tracking of employees work time. This module complements payroll by capturing time and calculating items such as various overtime rules, shift differentials, and job/cost tracking. A subscription to TA includes, but is not limited to the following:

- Unlimited work rule/shifts
- Holiday calendars
- Online timesheets
- Scheduling
- Approvals

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