

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.

NEOGOV™

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

NEOGOV™

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,

NEOGOV™

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.

NEOGOV™

- 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, NONINFRINGEMENT 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.

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

NEOGOV™

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

NEOGOV™

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.

NEOGOV™

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.

Schedule B - Subcontractor Business Associate Agreement

This Subcontractor Business Associate Agreement ("Agreement") is entered into and effective upon the earlier occurrence of either the date of Master Agreement execution involving HRIS Services, or Subcontractor receipt of PHI from Customer (each an "Effective Date"), by and between Customer ("Business Associate") and Governmentjobs.com, Inc. ("Subcontractor") and supplement the applicable NEOGOV Service Agreement (or if explicitly specified by the parties otherwise, such equivalent master terms and conditions or agreement governing the provision and receipt of NEOGOV Subcontractor Services) between NEOGOV and Customer (the "Master Agreement").

This Agreement is intended to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule under HIPAA and HITECH (the Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule hereinafter referred to collectively as the "Rules"). Both parties intend this Agreement to be construed and administered to comply with the requirements of HIPAA, HITECH and the Rules.

RECITALS

WHEREAS, Business Associate provides certain services to entities that are themselves HIPAA Covered Entities or Business Associates and, in connection with those services, Business Associate's Covered Entity and Business Associate partners disclose PHI to Business Associate, or Business Associate creates and receives PHI on behalf of its Covered Entity and Business Associate partners;

WHEREAS, Subcontractor provides certain services to Business Associate and, in connection with those services, Business Associate may disclose PHI to Subcontractor, or Subcontractor creates and receives PHI on behalf of Business Associate;

WHEREAS, the parties desire to protect the privacy and provide for the security of the PHI pursuant to HIPAA, HITECH and the Rules;

WHEREAS, the Rules require Subcontractor to enter into a contract containing specific requirements pertaining to Subcontractor's use and disclosure of PHI received from, or created or received on behalf of, Business Associate;

WHEREAS, the parties agree that there is good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to enter into the covenants and agreements contained in this Agreement.

NOW THEREFORE, for and in consideration of the recitals above and mutual covenants and conditions below, Business Associate and Subcontractor enter into this Agreement, and agree as follows:

SECTION 1 – DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E, as amended by the HITECH Act and may be further amended from time to time (the "Privacy Rule") and the Security Standards for Health Insurance Reform at 45 C.F.R. Parts 160, 162 and 164, as amended by the HITECH Act and may be further amended from time to time (the "Security Rule").

1.1 Breach. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security or privacy of such information. "Breach" is subject to the limitations and exceptions set forth in 45 C.F.R. § 164.402.

1.2 Individual. "Individual" shall mean the person who is the subject of Protected Health Information.

1.3 Protected Health Information ("PHI"). "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Subcontractor from or on behalf of Business Associate.

1.4 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.5 Subcontractor. "Subcontractor" shall mean the entity identified as "Subcontractor" above in the opening paragraph of this Agreement, and the subcontractors, agents, and person(s) or entity(ies) under its control, which create, receive, maintain, or transmit PHI on behalf of Business Associate. "Subcontractor" shall include any subcontractor to whom Subcontractor as defined above in this section 1.5 delegates a function, activity or service to be performed on behalf of Business Associate.

1.6 Subcontractor Services. "Subcontractor Services" shall mean the services Subcontractor provides to or on behalf of Business Associate pursuant to the Master Agreement, which is incorporated into, and made part of, this Agreement.

SECTION 2 – USES AND DISCLOSURES OF PHI

2.1 Use and Disclosure of PHI. Subcontractor may not use or disclose PHI or any information derived from PHI, other than as permitted or required by this Agreement or as Required by Law.

2.2 Subcontractor Services. Subcontractor may use or disclose PHI as necessary for the purposes of providing Subcontractor Services, provided that any such use or disclosure complies with the Rules and would not violate the Privacy Rule if done by Business Associate or Business Associate's Covered Entity or Business Associate customers.

2.2 Other Permitted Uses and Disclosures. Subcontractor may use and disclose PHI, if necessary: (a) for the proper management and administration of the Subcontractor; and (b) to carry out the legal responsibilities of Subcontractor. Subcontractor may disclose PHI pursuant to Subsection 2.2 (a) and (b) above only if: (i) the disclosure is Required by Law; or (ii) Subcontractor obtains reasonable assurance from the person or entity to whom the PHI is disclosed that the information will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Subcontractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.3 Pursuant to an Authorization. Subcontractor may use or disclose PHI pursuant to a valid authorization by an Individual that satisfies the requirements of 45 C.F.R. § 164.508.

SECTION 3 – OBLIGATIONS OF SUBCONTRACTOR

3.1 Safeguards. Subcontractor shall develop, implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and comply with the Security Rule with respect to PHI, to prevent use or disclosure of the PHI other than as provided by this Agreement. Upon request by Business Associate, Subcontractor will provide to Business Associate documentation (including a copy of written policies and procedures) demonstrating Subcontractor's compliance with the Security Rule.

3.2 Reporting Violations; Breach Notification. Subcontractor shall report to Business Associate in writing any use or disclosure of PHI not provided for by this Agreement or the Privacy Rule of which it becomes aware, including Breaches of Unsecured PHI, as required by 45 C.F.R. § 164.410, and any Security Incidents, without unreasonable delay and in no case later than 30 calendar days after the discovery of any such use, disclosure, Breach, or Security Incident. Upon discovery of a Breach, Subcontractor will undertake a documented risk assessment in accordance with the Breach Response Rule to determine whether the acquisition, access, use or disclosure of the PHI at issue is likely to compromise the affected PHI. Subcontractor shall make this determination in coordination and consultation with Business Associate. Subcontractor shall make and retain records of such determinations, including the basis for any determination that an unauthorized use or disclosure of PHI is not a Breach that requires notification of affected individuals, regulators and others, and shall provide the documents supporting such determination to Business Associate if requested. Subcontractor's determination that the Breach is likely to result in *low probability* of compromise of the affected PHI is subject to review and approval by Business Associate. If Business Associate disagrees with Subcontractor's determination of low probability of compromise, Subcontractor shall comply with Business Associate's determination and comply with the requirements of this Agreement consistent with such determination.

3.3 Duty to Mitigate. Subcontractor shall mitigate, to the extent practicable, any harmful effect known to Subcontractor of (a) a use or disclosure of PHI by Subcontractor in violation of the requirements of this Agreement (including a Breach of Unsecured PHI); or (b) a Security Incident.

3.4 Subcontractors and Agents. Subcontractor may disclose PHI to a subcontractor that is a Business Associate and may allow such subcontractor to create, receive, maintain or transmit PHI on its behalf, if the disclosing Subcontractor ensures that the

subcontractor agrees to the same restrictions and conditions that apply to the disclosing Subcontractor with respect to the PHI. If Subcontractor comes to know of a violation the Rules, or a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's obligation under the contract or other arrangement with Subcontractor, Subcontractor must take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminate the contract or arrangement, if feasible.

3.5 Access to and Amendment of PHI. Upon written request by Business Associate, to the extent Business Associate demonstrates that it is incapable of doing so itself and at Business Associate's cost, Subcontractor shall make PHI in a Designated Record Set available to Business Associate for inspection and copying to enable Business Associate's Covered Entity or Business Associate customers to fulfill their obligations under the Privacy Rule, including without limitation 45 C.F.R. §§ 164.524 and 164.526. No later than 20 calendar days following a request by Business Associate (unless a longer response time is authorized by Business Associate in writing), Subcontractor shall:

- (a) Produce the PHI in the form and format requested by Business Associate if the information is readily producible in such form or format; or, if not, then (i) in another computerized format (e.g., MS Word or Excel, text, HTML or PDF); or (ii) if Subcontractor does not maintain the information electronically, then in readable hard copy form or another form and format as agreed by Business Associate and Subcontractor.
- (b) Transmit a copy of PHI to another person or entity as directed by Business Associate or its Covered Entity or Business Associate partners on behalf of the Individual.
- (c) Incorporate any amendments to PHI as directed by Business Associate.

Any fee for providing the PHI shall be reasonable and cost-based, and otherwise comply with the requirements relating to such fees set forth in 45 C.F.R. § 164.524(4).

3.6 Accounting of Disclosures.

- (a) **Disclosure Tracking.** Subcontractor agrees to document disclosures of PHI, if any, and information related to such disclosures as required by and in accordance with 45 C.F.R. § 164.528.
- (b) **Production Upon Request.** No later than 20 days following a written request by Business Associate (unless a longer response time is authorized by Business Associate in writing), Subcontractor shall provide an accounting of disclosures of PHI pertaining to the Individual(s) subject of the request, to enable Business Associate's Covered Entity or Business Associate partners to fulfill their obligations under 45 C.F.R. § 164.528. The accounting shall include the details specified in 45 C.F.R. § 164.528(b)(2).
- (c) **Accounting of Disclosures of Electronic Health Records.** If and to the extent Subcontractor uses or maintains an electronic health record ("EHR"), with respect to PHI, Subcontractor shall, in addition to the requirements set forth in paragraphs (a) and (b) above, track and provide accounting of disclosures of EHR for purposes of treatment, payment or Health Care Operations of Business Associate's Covered Entity or Business Associate partners, as provided in 45 C.F.R. § 164.506.
- (d) **Survival of Accounting Obligation.** Subcontractor agrees to maintain an accounting of disclosures described in paragraph (a) above for a period of six (6) years after termination of this Agreement, and disclosures described in paragraph (c) above for a period of three (3) years after termination of this Agreement.

3.7 Inspection of Books and Records. Subcontractor shall make internal practices, books, and records relating to the use and disclosure of PHI available to Business Associate, or at the request of Business Associate to the Secretary, in a time and manner designated by Business Associate or the Secretary, for purposes of the Secretary determining Business Associate's Covered Entity or Business Associate customers' compliance with the Rules.

3.8 Return of PHI. During the Term, when particular PHI is no longer necessary for the performance of Subcontractor Services or for any other purposes for which Subcontractor is authorized to use or disclose the PHI, upon written request from Business Associate, Subcontractor shall without unreasonable delay return or, if Business Associate gives written permission,

securely destroy such PHI in whatever form or medium and retain no copies of such PHI. In the event that Subcontractor determines that returning or destroying the PHI is infeasible, Subcontractor shall provide to Business Associate notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, Subcontractor shall extend the protections of this Agreement (and of any additional requirements imposed by HIPAA, HITECH or the Rules) to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Subcontractor maintains such PHI.

SECTION 4 – REMUNERATION; MARKETING; FUNDRAISING

4.1 Remuneration for PHI.

- (a) Except as set forth in paragraph (b) below, Subcontractor shall not directly or indirectly receive financial or non-financial remuneration in exchange for any PHI from or on behalf of the recipient of the PHI.
- (b) Paragraph (a) above does not apply to disclosures of PHI:
 - (i) For public health purposes pursuant to 45 C.F.R. § 164.512(b) or § 164.514(e);
 - (ii) For research purposes pursuant to 45 C.F.R. § 164.512(i) or § 164.514(e), where the only remuneration received by Subcontractor is a reasonable cost-based fee to cover the cost to prepare and transmit the PHI for such purposes;
 - (iii) For treatment, payment or Health Care Operations purposes pursuant to 45 C.F.R. § 164.506(a);
 - (iv) To or by Subcontractor for activities that Subcontractor undertakes on behalf of Business Associate pursuant to 45 C.F.R. §§ 164.502(e) and 164.504(e), and the only remuneration provided is by Business Associate to Subcontractor, if applicable, for the performance of such activities;
 - (v) To an Individual, or to Business Associate on behalf of the Individual, when requested under 45 C.F.R. §§ 164.524, 164.526 or 164.528; and
 - (vi) Required by Law, subject to the requirements of 45 C.F.R. § 164.512(a).

4.2 Marketing Restrictions. Subcontractor shall not use or disclose PHI for marketing purposes, as defined in 45 C.F.R. § 164.501, except as specifically authorized by Business Associate in writing.

SECTION 5 – OBLIGATIONS OF BUSINESS ASSOCIATE

5.1 Business Associate shall notify Subcontractor in writing of any limitations in its Covered Entities' notices of privacy practices in accordance with 45 CFR §164.520, to the extent that the limitations may affect Subcontractor's use or disclosure of PHI.

5.2. Business Associate shall notify Subcontractor in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that the changes or revocation may affect Subcontractor's use or disclosure of PHI.

5.3. Business Associate shall notify Subcontractor in writing of any restriction to the use or disclosure of PHI that Business Associate or its Covered Entities have agreed to in accordance with 45 CFR §164.522, to the extent that the restriction may affect Subcontractor's use or disclosure of PHI.

5.4. Business Associate shall not request Subcontractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule, or the HITECH Act if done by Business Associate or its Covered Entities.

5.5. Business Associate shall use its best efforts to minimize the disclosure of Protected Health Information to Subcontractor where the disclosure of that information is not needed for Subcontractor to provide products or services to Business Associate.

6 - TERM & TERMINATION

6.1 Term. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all PHI is returned to Business Associate or, with prior permission of Business Associate, destroyed, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions of this Section 6.

6.2 Termination for Cause. Business Associate may terminate this Agreement if Business Associate determines, in its sole discretion that Subcontractor has breached any provision of this Agreement or otherwise violated HIPAA, HITECH or the Rules. Business Associate shall provide written notice to Subcontractor and an opportunity for Subcontractor to cure the breach or end the violation within 10 business days of such written notice, unless cure is not possible. If Subcontractor fails to cure the breach or end the violation within the specified time period or cure is not possible, this Agreement shall automatically and immediately terminate, unless termination is infeasible. Subcontractor acknowledges that if cure is not possible and termination of this Agreement is infeasible, as determined in the sole discretion of Business Associate, Business Associate shall have the right to report the violation to the Secretary.

6.3 Obligations upon Termination. Subcontractor's obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other conclusion of this Agreement or of Subcontractor Services (hereinafter, "termination of this Agreement"). Except as provided below in this Section 6.3, upon termination, cancellation, expiration or other conclusion of this Agreement, for any reason, Subcontractor shall return or, if Business Associate gives written permission, securely destroy PHI in whatever form or medium and retain no copies of such PHI. Subcontractor will complete such return or destruction as soon as possible, but in no event later than 60 days from the date of the termination of this Agreement. In the event that Subcontractor determines that returning or destroying the PHI is infeasible, Subcontractor shall provide to Business Associate notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Subcontractor shall extend the protections of this Agreement (and of any additional requirements imposed by HIPAA, HITECH or the Rules) to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Subcontractor maintains such PHI.

SECTION 7 – MISCELLANEOUS

7.1 Amendment. Subcontractor and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Business Associate to comply with the requirements of HIPAA, HITECH and the Rules.

7.2 Survival. All provisions of this Agreement that are by their nature intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

7.3 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Business Associate to comply with the HIPAA, HITECH and the Rules.

7.4 Third-Party Beneficiaries. This Agreement is intended for the benefit of Subcontractor and Business Associate only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third-party beneficiary.

7.5 Status of Subcontractor as Independent Contractor. The parties acknowledge that Subcontractor is an independent contractor of Business Associate and not an agent, partner, joint venturer or employee of Business Associate.

7.6 Notification. All notices, requests, demands, and other communications from one party to the other party relating this Agreement shall be in writing and sent by one of the following methods: (i) by first class mail, registered or certified, postage prepaid, and addressed; (ii) by commercial overnight delivery service using a service which provides traceability of packages and properly addressed; or (iii) by email properly addressed. The parties agree that all notices, requests, and other communications provided electronically satisfy any legal requirement that such communications be in writing. Notices by mail shall be deemed given on the date actually received or the fifth day after mailing, whichever is earlier. Notices by overnight delivery services shall be deemed given on the second business day after the date they are picked up by the delivery service. Notices by email shall be deemed given at the time of sending. For Subcontractor, (i) notices by mail or commercial overnight delivery service shall be directed to the Governmentjobs.com Privacy Team at the following address: 300 Continental Blvd., Suite 565, El Segundo, CA

90245; and (ii) notices by email shall be directed to the Governmentjobs.com Privacy Team at the following email address: privacy@neogov.net.

7.7 Section Headings. The Section headings used in this Agreement are for purposes of convenience or reference only. They shall not be used to explain, limit, or extend the meaning of any part of this Agreement.

7.8 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be unenforceable in any respect, such holding shall not affect any other provisions of this Agreement, and this Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

7.9 Assignment. Neither party shall assign any of the rights granted by this Agreement nor delegate any of its duties under this Agreement without the prior written consent of the other party, except that Business Associate may assign this Agreement to a parent, subsidiary, affiliate, or purchaser who acquires all or substantially all of the business operations of Business Associate.

Schedule H – HRIS Terms and Conditions

The terms and conditions set forth in this NEOGOV Schedule H – HRIS Terms and Conditions and Annexes affixed hereto (collectively referred to as “Schedule H”) shall apply solely with respect to the HRIS Services (defined below) that Customer elects to receive and NEOGOV provides, and shall supplement the applicable NEOGOV Service Agreement (or if explicitly specified by the parties otherwise, such equivalent terms and conditions or agreement governing the provision and receipt of NEOGOV Services) between NEOGOV and Customer (the “Master Agreement”).

If any terms and conditions of this Schedule H directly conflict or are inconsistent with such Master Agreement, this Schedule H shall supersede such Master Agreement to the extent of such conflict or inconsistency. Schedule H, the Master Agreement, applicable Ordering Document, and all documents incorporated therein shall constitute the entire agreement between the Parties in regard to HRIS Services.

1. **General Terms; References; Definitions.** The following terms govern the use of the HRIS Services (the “HRIS General Terms and Conditions”). The HRIS General Terms and Conditions are generally applicable to all HRIS Services. Terms and conditions within each Annex of this Schedule H relate to specific HRIS Services selected by Customer and shall apply to the extent Customer elects to receive the HRIS Services governed by such Annex. If any provision within the HRIS General Terms and Conditions directly conflicts with a provision within any Annex herein, the Annex shall take precedence to the extent of the conflict solely with respect to the HRIS Services covered by such Annex. If any provision in any Annex directly conflicts with a provision of any other Annex, the provision in each Annex will govern, but solely with respect to the HRIS Services covered by such Annex. “HRIS Services” refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. A reference to “HRIS Services” within a given Annex shall solely reference the HRIS Services selected by Customer and covered by such Annex. Definitions not explicitly defined herein shall retain the meaning as prescribed in the Master Agreement or the Service Specifications.
2. **HRIS Service Provisioning.**
 - a) **Use of Services.** Customer agrees to the following regarding its use of HRIS Services: (i) Customer shall use HRIS Services in accordance with the instructions and reasonable policies established by NEOGOV from time to time and communicated to Customer, (ii) to the extent Customer elects to decline any HRIS Services, relies on its own provision of services, or delegates the performance of any service to a third party, Customer will be solely responsible, (iii) Customer shall be responsible for ensuring that Customer and its employees that access HRIS Services or use any HRIS Services to be provided hereunder comply with all the terms of this Schedule H and documents incorporated herein, (iv) Customer, and not NEOGOV, will remain solely responsible for all decisions affecting its employees and agents, other than, to the extent applicable, NEOGOV, (v) Customer will remain responsible for the manner in which it uses the HRIS Services, including the manner in which it interprets and acts upon any guidance or recommendation provided by NEOGOV, (vi) Customer understands and agrees that the HRIS Services are intended for use in the U.S. only for employees located in the U.S., and (vii) Customer will be responsible for the consequences of any instructions Customer may give to NEOGOV or NEOGOV Fulfillment Partners (defined below). All HRIS Services provided hereunder may be modified from time to time at NEOGOV’s sole discretion, provided, however, that any such modifications will not have a material adverse impact on any of the HRIS Services Customer is receiving.
 - b) **Password Protection.** Customer agrees to maintain the privacy of usernames and passwords associated with any HRIS Services. Customer is fully responsible for all activities that occur under Customer or Customer Personnel Accounts. Customer agrees to (a) immediately notify NEOGOV of any unauthorized use of Customer’s password or Account or any other breach of security, and (b) ensure that Customer exits from Customer’s Account at the end of each session. NEOGOV shall not be liable for any damages incurred by Customer or any third party arising from Customer’s failure to comply with this section or to comply with applicable laws, regulations, governmental rules [or guidance,] the National Automated Clearing House Association Operating Rules and Guidelines (“NACHA Rules”) or other applicable system rules or guidance (“Laws”). Customer agrees that NEOGOV may audit Customer’s compliance with this Agreement, the NACHA Rules and Laws at any time, upon five days prior notice to Customer. Customer also represents and warrants that the payment has been properly authorized in accordance with the Law, the authorization has not been revoked.
 - c) **Modification.** Customer will not write or modify interfaces or reports to any HRIS Services except as expressly authorized by NEOGOV. CUSTOMER WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF, OR ANY DERIVATIVE WORK FROM, NEOGOV HRIS SERVICES.
3. **Accuracy of Customer Information, Review of Data.** All HRIS Services provided hereunder will be based upon information provided to NEOGOV by Customer (including proof of federal, state and local tax identification). Upon receipt from NEOGOV, whether electronically or otherwise, or NEOGOV’s making such information available to Customer, Customer will promptly review within one week of the records or reports, as applicable, are made available to or provided by NEOGOV

NEOGOV™

to Customer all records and reports prepared by NEOGOV for validity and accuracy according to Customer's records and Customer agrees that it will promptly notify NEOGOV of any discrepancies (but in any case, before any distribution or reliance on any such records or reports) within two weeks of the date the records or reports, as applicable, are made available to or provided by NEOGOV to Customer.

4. **Compliance with Laws.** Customer acknowledges that the HRIS Services may assist Customer in providing information on applicable Laws and governmental regulations, and that Customer and its employees and agents will be solely responsible for: (i) compliance with all Laws affecting it; (ii) all NACHA and other system rules applicable to it; and (iii) any use Customer may make of HRIS Services.
5. **Implementation; Add-Ons; and Configuration Limitation.** Implementation of HRIS Services will proceed in accordance with the implementation schedule provided by NEOGOV. Customer is obligated to fill out the "Implementation Workbook" to facilitate the implementation process. During implementation, Customer shall elect optional add-on services that supplement the SaaS Applications (the "Add-On" Services). Customer shall have access to the HRIS Services during implementation. After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.
6. **Intellectual Property.** The right to use NEOGOV HRIS Services is granted to Customer for the sole purpose of utilizing HRIS Services as provided in this Agreement. All HRIS Services licensed to Customer hereunder are the licensed and/or owned property of NEOGOV and embody the proprietary trade secret technology of NEOGOV and/or its affiliated third-party providers (if any) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws. Customer receives no rights to any HRIS Services or any intellectual property of NEOGOV or its affiliated third-party providers, except as expressly stated herein.
7. **Nondisclosure and Privacy.**
 - a) **Confidentiality.** All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own Confidential Information. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, and (iii) relating to a specific employee, to the extent such employee has consented to its release. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, NEOGOV may retain information as may be required by applicable law for regulatory purposes or in back-up files, provided that NEOGOV's confidentiality obligations hereunder continue to apply.
 - b) **Protection of Customer Files and Transmission of Data.** NEOGOV will employ commercially reasonable storage and reasonable precautions to prevent the loss of or alteration to Customer's data files in NEOGOV's possession, but NEOGOV does not undertake to guarantee against any such loss or alteration. NEOGOV is not, and will not be, Customer's official record keeper of source documentation. Customer will, to the extent it deems necessary, keep copies of all source documents of the Customer Data delivered to NEOGOV. In the event Customer requests NEOGOV provide any employee or plan participant information to any third party or to any non-U.S. location, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable Laws.
 - c) Customer agrees that NEOGOV may disclose certain Customer Data to its affiliated third parties to the extent necessary for NEOGOV to perform the services and to provide Customer and/or Customer's employees access to certain services.
8. **Disclaimer of Warranties.**
 - a) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges that, in making HRIS Services available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits or information related thereto.
 - b) **HRIS Services Do Not Constitute Legal or Other Advice.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE HRIS SERVICES PROVIDED HEREUNDER (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INFORMATION, MATERIALS, AND FORMS) ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY CUSTOMER AS EITHER LEGAL, FINANCIAL, INSURANCE OR TAX ADVICE. TO THE EXTENT

NEOGOV™

CUSTOMER REQUIRES ANY SUCH ADVICE, CUSTOMER REPRESENTS THAT IT WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING OR OTHER PROFESSIONALS. CUSTOMER SHOULD REVIEW AND COMPLY WITH APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO THE LAWS IN ALL JURISDICTIONS WHERE CUSTOMER OPERATES OR HAS EMPLOYEES, BENEFICIARIES, AGENTS, FORMER EMPLOYEES OR OTHER RECIPIENTS OF PAYMENTS, OR ANY PERSONALLY IDENTIFIABLE INFORMATION ON ANY INDIVIDUAL, AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE.

- c) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SCHEDULE H, THE HRIS SERVICES AND ALL EQUIPMENT PROVIDED (IF ANY) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE HRIS 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, NONINFRINGEMENT AND TITLE, FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE HRIS SERVICES, ANY CUSTOM PROGRAMS CREATED BY NEOGOV OR ANY THIRD-PARTY SOFTWARE DELIVERED BY NEOGOV, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE HRIS SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED. NEOGOV FURTHER DISCLAIMS ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF HRIS SERVICES, ANY CUSTOM PROGRAMS CREATED BY NEOGOV OR ANY THIRD-PARTY SOFTWARE DELIVERED BY NEOGOV WILL MEET CUSTOMER'S NEEDS.
- d) **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 HRIS SERVICES 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.

9. Limitation 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, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR LEGAL OR EQUITABLE THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS OPPORTUNITY OR PROFIT, CUSTOMER'S USE OR INABILITY TO USE THE SERVICES, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION).
- b) **Maximum Liability.** WITHOUT LIMITATION OF 9(A) OR ANY ADDITIONAL LIABILITY LIMITATIONS IN ANY ANNEX HERETO, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, THE AGGREGATE LIABILITY OF EITHER PARTY DURING ANY CALENDAR YEAR FOR ANY AND ALL CLAIMS AND DAMAGES OF ANY TYPE OR CHARACTER MADE BY THE OTHER PARTY, OR ANY THIRD PARTY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF (I) THE AMOUNT OF ACTUAL DAMAGES INCURRED BY SUCH PARTY OR (II) THE AMOUNTS PAID BY CUSTOMER DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR THE HRIS SERVICE THAT GAVE RISE TO SUCH CLAIM. NEOGOV WILL ISSUE CUSTOMER CREDIT(S) EQUAL TO THE APPLICABLE AMOUNT AND ANY SUCH CREDIT(S) WILL BE APPLIED AGAINST FUTURE HRIS SERVICE FEES. 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

NEOGOV™

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 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.

10. Indemnification.

- a) **Customer Indemnification.** To the extent authorized by the laws and constitution of the state in which customer resides, and subject to the terms and conditions set forth in Section (b) (Exceptions and Limitations on Indemnification), Customer shall indemnify and hold harmless, NEOGOV and its managers, officers, directors, employees, agents, Fulfillment Partners, NACHA, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees (collectively, "Losses"), arising from or claimed to have arisen from, assessed in or otherwise incurred in connection with:
- i. Any suit or cause of action brought by any Customer employee or plan participant, dependents of such employee or plan participant, and/or administrators or sponsors of any benefits plan, or others who have or claim to have an interest in or coverage under any Customer plan or ERISA generally, which suit or cause of action is related to or arising from this Agreement or use of the Benefits Module, by Customer, or any Customer employee or plan participant;
 - ii. Any suit or cause of action arising out of or relating to (a) any and all acts or omissions of Customer, or benefits plan groups, sponsors or administrators and their officers, directors, shareholders, employees, and agents or plan participants, (b) positions taken by Customer or benefit plan groups, sponsors or administrators, whether prior to or during the term of this Agreement, which are relied upon by NEOGOV or which form the basis for any services or work product of NEOGOV hereunder;
 - iii. Any instruction, approval, election, decision, action, inaction, omission or non-performance by Customer or benefit plan groups, sponsors or administrators, or information provided by benefit plan groups, sponsors or administrators to NEOGOV hereunder;
 - iv. Any error, omission, inadequacy, delay caused by erroneous, untimely, or incomplete deliveries or transmissions of data provided by Customer or any employees, plan participants, agents, other administrators or sponsors of Customer to NEOGOV;
 - v. Any errors, omissions, or delays that are the result in whole or in part of any unauthorized act at Customer's place of business;
 - vi. Any third-party claim of any kind against NEOGOV arising from access or use by Customer or Customer agent, employee, or plan participant of the Benefits Module, in an inappropriate, unauthorized or otherwise wrongful manner;
 - vii. Any negligent, fraudulent, criminal, or willful misconduct by Customer or any Customer agent, employee, or payee;
 - viii. Customer's failure to comply with any provision of the NACHA rules that results, either directly or indirectly, in the violation by NEOGOV or Fulfillment Partner of the Federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E;
 - ix. Customer's failure to comply with all Laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering Laws; or
 - x. Breach of any warranty made to NEOGOV under this Agreement.
- b) **Exceptions and Limitations on Indemnification.**
- i. **Exceptions.** Notwithstanding anything to the contrary in this Agreement, Customer is not obligated to indemnify, or hold harmless Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from Indemnified Party's: (i) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or (ii) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

- ii. **Maximum Aggregate Indemnification.** Customer is not obligated to reimburse Indemnified Party under this Section (Indemnification) for any Losses that exceed, in the aggregate, three times (3X) the total amount paid or payable by Customer to NEOGOV under this Agreement in the twelve (12) month period preceding the event giving rise to the indemnification claim, (the "Cap").
- c) **Sole Remedy.** THIS SECTION (INDEMNIFICATION) SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF THE CUSTOMER AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY FOR ANY DAMAGES COVERED UNDER THIS SECTION (INDEMNIFICATION).

11. Miscellaneous.

- a) **Customer's Vendors.** To the extent that the delivery of HRIS Services requires Customer third party vendors to send and/or to receive data from and to NEOGOV, Customer shall at its own expense cause its third-party vendors to send and/or to receive data from and to NEOGOV and represents and warrants that such third-party vendors shall do so in compliance with applicable Law. Customer shall reimburse NEOGOV for any costs NEOGOV is required to bear in connection with or arising out of any such transmissions of data from and/or to such third-party vendors including any costs associated with any failure by Customer third party vendors to comply with applicable laws.
- b) **Force Majeure.** Excluding any payment obligations to NEOGOV as provided hereunder, any party hereto will be excused from performance under the Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.
- c) **Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
- d) **Severability.** If any of the provisions of this Schedule H shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Customer and NEOGOV shall be construed and enforced accordingly.
- e) **Relationship of the Parties.** The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Schedule H and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.
- f) **Limitation of Claims.** No action arising under or in connection with this Schedule H, regardless of the form, may be brought by Customer more than three (3) years after Customer becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the cause of action.
- g) **Use of Third Parties.** NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

Annex 1 – Core HR & Benefits Additional Terms

The following terms and conditions supplement the HRIS General Terms and Conditions and shall apply to the extent that Customer elects to receive or utilizes NEOGOV Core HR, and HRIS Services involving benefits administration (the "Benefits Module").

1. **Benefits Module Representative.** Customer shall designate one or more persons who shall serve as NEOGOV's designated contact for the Benefits Module (the "Benefits Representative"). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each "plan administrator" defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a "Benefit Plan"). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under this Agreement or requested by NEOGOV in connection with the Benefits Module.
2. **Use of the Benefits Module.**
 - a) **HR Users.** Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer's employees/plan participants and their benefit options and elections

NEOGOV™

as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer's employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer's responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.

- b) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.
 - c) **NEOGOV's Health Care Clearinghouse Status.** Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such.
 - d) **Business Associate Amendment.** In the event Customer believes it is a "Covered Entity" or "Business Associate" and, to the extent that NEOGOV receives, maintains, transmits, uses or discloses Protected Health Information pursuant to the federal Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act ("HITECH"), the U.S. Department of Health and Human HRIS Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), the benefit services provided hereunder are subject to additional Subcontractor Business Associate Agreement either provided to Customer or located at <https://www.neogov.com/service-specifications> which are incorporated herein and may be modified from time to time and as required by law.
3. **Additional Termination Rights.** NEOGOV may terminate Core HR, the Benefits Module, or this Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
4. **ERISA.** The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
- a) **NEOGOV's Non-Fiduciary Status.** Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator," "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
 - b) **Use of NEOGOV'S Name.** Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator," "plan administrator," "third-party administrator," "plan sponsor," "fiduciary," "plan fiduciary" or similar title.
5. **Direct to Carrier Services.** Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fees and may be completed by NEOGOV at NEOGOV's then current rates. NEOGOV, or its Fulfillment Partners will electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer's behalf. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces in order to transmit such data, all work performed by

NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

Annex 2 – NEOGOV Payroll & Time and Attendance

The following terms supplement the HRIS General Terms and Conditions and shall apply to the extent that Customer elects to receive or utilize NEOGOV Payroll, Tax Services of which are a component of NEOGOV Payroll, or NEOGOV Time & Attendance.

1. **Payroll Processing and Tax Filing.** NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by Customer, and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the "Tax Services"). At NEOGOV's then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer's employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each payday for Customer's payroll ("Paydate") and credit the bank accounts of Customer's employees and others to be paid by Customer by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof.
2. **Documentation and Required Information.**
 - a) **Authorization Forms; Proof of Name.** Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the "POA"), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the "Authorization Form"), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer's bank account.
 - b) **Proof of Existence.** Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer's (i) legal name, and "doing business as" name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
 - c) **Permitted Disclosure Authorization.** Customer hereby authorize NEOGOV to (i) provide Customer's data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
 - d) **Time and Attendance Information.** Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agree to promptly comply with NEOGOV's request for such additional documentation and understand that the Payroll or Tax Services may be impaired or delayed if Customer do not.
3. **Customer Obligations, Representations, and Warranties.** Customer acknowledges that NEOGOV's obligation to perform the HRIS Services is subject to Customer's obligations, representations, and warranties. Customer represents and warrants the following:
 - a) **Processing Authorization.** Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer's behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with the Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Agreement.

NEOGOV™

- b) **Information Accuracy; Reliance; Change Notice.** Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer's delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.
 - c) **Processing Deadlines.** Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.
 - d) **Customer Review.** Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.
 - e) **Document Retention.** Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
 - f) **Special Processing.** Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling a payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
 - g) **Recovery Cooperation.** Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.
 - h) **Compliance with Laws.** Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with Laws. Customer will comply with all Laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering Laws.
4. **Effect of Failed Funds.** If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer

NEOGOV™

5. **Rejection of Entries.** NEOGOV shall reject any file or entry that does not comply with the requirements of this Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.
6. **Resolution of Error Exceptions.** For the purposes of this Section, the term “error exception(s)” shall mean any data requirements within the HRIS Services that, based on Customer’s configuration, have been assigned a severity level designation of “error”; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer’s processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer’s payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.
7. **NEOGOV Errors and Omissions Warranty.** NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer’s HRIS Services. In addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer’s sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer’s designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.
8. **Additional Liability and Warranty Limitations.** This Section 8 shall supplement Section 8 (Disclaimer of Warranties) and Section 9 (Liability Limitations) of the HRIS General Terms and Conditions.
 - a) **General Waiver.** NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER’S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.
 - b) **Disclaimer of Events Outside NEOGOV Control.** NEOGOV, NEOGOV OFFICERS, DIRECTORS, EMPLOYEES, AND FULFILLMENT PARTNERS WILL NOT BE LIABLE FOR ANY LOSS THAT RESULTS FROM ANY CAUSE OVER WHICH NEOGOV DOES NOT HAVE CONTROL. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO: (1) THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, (2) TELEPHONE OR OTHER INTERCONNECT PROBLEMS, (3) CONFIGURATION PROBLEMS, OR THE INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, (4) THE FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, (5) PROBLEMS WITH INTERNET SERVICE PROVIDERS OR OTHER EQUIPMENT OR SERVICES RELATING TO CUSTOMER’S COMPUTER OR NETWORK, (6) PROBLEMS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, (7) PROBLEMS WITH DATA TRANSMISSION FACILITIES OR CUSTOMER’S TELEPHONE, CABLE, OR WIRELESS SERVICE, (8) UNAUTHORIZED ACCESS, THEFT, HACKERS, OPERATOR ERRORS, OR (9) ACTS OF GOD, INCLUDING WITHOUT LIMITATION, NATURAL DISASTER, FIRE, TERRORISM, LABOR STOPPAGE, WAR, TERRORISM, MILITARY HOSTILITIES, OR CRIMINAL ACTS OF THIRD PARTIES. NEOGOV IS ALSO NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER’S COMPUTER, SOFTWARE, MODEM, TELEPHONE, WIRELESS DEVICE, OR OTHER PROPERTY RESULTING IN ANY WAY FROM CUSTOMER’S USE OF THE HRIS SERVICES. ANY SERVICE LEVEL COMMITMENT SET FORTH IN THE AGREEMENT WILL NOT APPLY TO THE PAYROLL OR TIME AND ATTENDANCE SERVICES.
 - c) **Errors & Omissions.** NEOGOV SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE HRIS SERVICES.

NEOGOV™

9. Additional Termination Rights.

- a) **Termination for Default.** Customer's breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Agreement (and as a result any debit to Customer's account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.
- b) **Effect of Termination.** No termination of this Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer's default. Notwithstanding the termination of this Agreement, the Parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Agreement.

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

NEOGOV™

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
- Physical Classes
- Locations
- Divisions
- Class Specs
- HR Users
- Department Users
- Occupational Groups
- 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)

NEOGOV™

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 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

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:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Configurable Performance Evaluations • Ability to build Library of Goals, Competencies, and Writing Assistants • Shareable Competency Content • Development Plans • Configurable Process Workflows • Peer Reviews & Multi-rater capability | <ul style="list-style-type: none"> • 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 |
|---|--|

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:

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.

NEOGOV™

- 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 including 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