

**GovernmentJobs.com, Inc.  
doing business as  
NEOGOV**

**SECOND AMENDMENT TO SERVICE AGREEMENT #471-S1211**

**THIS SECOND AMENDMENT** to that Agreement #417-S1211 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and GovernmentJobs.com, Inc., a corporation duly qualified to conduct business in the State of California, doing business as NEOGOV, whose principal place of business is 300 Continental Boulevard, Suite 565, El Segundo, California 90245, (hereinafter referred to as "NEOGOV");

**RECITALS**

**WHEREAS**, NEOGOV has been engaged by County to provide software and related services for the Human Resources Department pursuant to Service Agreement #417-S1211 dated January 25, 2012, and First Amendment to Service Agreement #417-S1211, dated March 13, 2018, all incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to update Article 12, Administrator, and correctly reflect the Article number as 14;

**WHEREAS**, the parties hereto amended the Agreement a first time to include Addendum I to Exhibit A;

**WHEREAS**, the parties hereto desire to amend the Agreement this second time to include Addendum II to Exhibit A;

**WHEREAS**, the parties hereto desire to amend the Agreement to add Article 15, Insurance;

**WHEREAS**, the parties hereto desire to amend the Agreement to add Article 16, Indemnity;

**WHEREAS**, the parties hereto desire to amend the Agreement to add Article 17, Counterparts;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and NEOGOV mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement on the following terms and conditions:

- I. **Article 12, Administrator**, of the Agreement is amended in its entirety to read as follows:

**14. Administrator:** The County Officer or employee with responsibility for administering this Agreement is Tameka Usher, Director, Human Resources Department, or successor.

- II. **Exhibit A, Sigma Upgrade Order Form**, of the Agreement is amended in its entirety to add Addendum I and Addendum II to Exhibit A.

- III. The Agreement is further amended to add the following new Articles:

**15. Insurance:** NEOGOV shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that NEOGOV maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of NEOGOV as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required, if applicable, in the event motor vehicles are used by NEOGOV in performance of the Agreement.
- D. Technology Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. NEOGOV shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. NEOGOV agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, NEOGOV agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and NEOGOV agrees that no work or services shall be performed prior to the giving of such approval. In the event NEOGOV fails to keep in effect at all times insurance coverage as

herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without prior written notice to County; and
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. NEOGOV's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of NEOGOV's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or NEOGOV shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. NEOGOV's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event NEOGOV cannot provide an occurrence policy, NEOGOV shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

- 16. Indemnity:** Subject to Article 8(d) of Agreement, NEOGOV shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with NEOGOV's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, NEOGOV, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of NEOGOV to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.
- 17. Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Except as herein amended, all other parts and sections of Service Agreement #417-S1211 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Service Agreement #417-S1211 on the dates indicated below.

**--COUNTY OF EL DORADO--**

By: 

Dated: 8/19/19

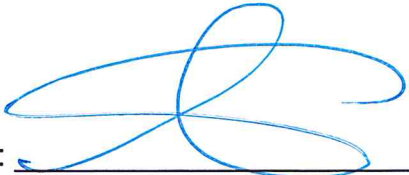
Purchasing Agent  
Chief Administrative Office  
"County"

**--GOVERNMENTJOBS.COM, INC.  
doing business as  
NEOGOV--**

By: 

Dated: 7/30/19

John Closs  
Controller  
"NEOGOV"

By: 

Dated: 7/30/19

Shane Evangelist  
Chief Executive Officer

EXHIBIT A – SIGMA UPGRADE ORDER FORMCustomer:

El Dorado County, CA

Bill To:

Attention To: Erin Hane, Human Resources Dept.  
 Address: 330 Fair Lane, Placerville, CA 95667

Phone: (530) 621-6553

Email: erin.hane@edcgov.us

Attention To: Erin Hane, Human Resources Dept.  
 Address: 330 Fair Lane, Placerville, CA 95667

Quote Date:

12/29/11

Revision:

1

Valid From:

12/29/11

Valid To:

2/17/12

Order Number:Requested Service Date:

2/1/12

Initial Term:

2/1/12-6/30/13

Order Summary:

NOTE: The following discounts are available if the contract is pre-paid for the specified number of years: 2 years = 4% discount, 3 years = 6% discount, 4 years = 8% discount, 5 years = 10% off your ongoing annual license.

| <u>Line</u>                   | <u>Description<sup>1</sup></u>  | <u>Annual<br/>Recurring<br/>Cost</u>     | <u>Non-Recurring<br/>Cost</u> |
|-------------------------------|---|--|-------------------------------|
| 1.0                           | Sigma Upgrade: Insight Enterprise Edition (IN)  |  |                               |
| 1.1                           | Subscription License (Waived until July 2012 if contract is signed by 2/17/12.)                                   | \$16,000.00<br>Waived until<br>July 2012 |                               |
| 1.2                           | Provisioning (Discount if contract signed by 2/17/12)   |  | \$5,000.00                    |
| 1.3                           | Training  |  | \$2,500.00                    |
| 2.0                           | Governmentjobs.com Annual License *Optional (Waived until July 2012 if contract is signed by 2/17/12.)            | *\$2,950.00<br>Waived until<br>July 2012 |                               |
| 3.0                           | Performance Evaluation (PE)   |  |                               |
| 3.1                           | PE Subscription License * Optional (Waived until July 2012 if contract is signed by 2/17/12 and IN is purchased.) | \$23,000.00<br>\$16,000.00               |                               |
| 3.2                           | Provisioning (Discount if contract signed by 2/17/12 and IN is purchased.)  |  | \$5,000.00<br>Waived          |
| 3.3                           | Training (Discount if contract signed by 2/17/12 and IN is purchased.)  |  | \$2,500.00<br>Waived          |
| <b>Total Due Now:</b>         |   | <b>\$0.00</b>                            | <b>\$5,000.00</b>             |
| <b>Total Invoiced 7/1/12:</b> |   | <b>\$34,950.00</b>                       | <b>\$0.00</b>                 |

<sup>1</sup>More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

## Order Detail

### **1.0 Insight Enterprise Edition**

#### **1.1 License Subscription**

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

##### **Recruitment**

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

##### **Selection**

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)\*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

##### **Applicant Tracking**

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

##### **Reporting and Analysis**

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

##### **HR Automation**

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

\* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

\* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

**Unlimited Customer Support (6:00 AM – 6:00 PM PT)**

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

**Product Upgrades to Licensed Software**

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

**1.2 Provisioning**

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led video tutorial training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
  - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
  - Configure printable job bulletin
  - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
  - Establish the Agency's Insight Enterprise production environment

**1.3 Training**

NEOGOV will deliver online training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

**2.0 Governmentjobs.com** – Subscription to unlimited job postings.

**3.0 NEOGOV Performance Evaluation (PE)**

**3.1 PE Subscription License**

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Team Grouping
- Goal Library
- Competency Modeling
- Shareable Competency Content
- Goal Copying
- Ability to Re-use Goals
- Org Charts
- Archiving Forms
- Uploading Content
- Development Goals.
- Configurable Workflow
- Ability to Design Custom Forms
- Form Templates
- Selectable Color Palettes
- Configurable Rating Scales
- Batch Form creation
- Goal Alignment
- Goal Hierarchy
- Writing Assistant –Shared Content

Additionally, during the term of the subscription, the Customer will be provided:

**Product Upgrades to Licensed Software**

Agencies receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months

**3.2 PE Provisioning**

The following activities are conducted as part of the NEOGOV PE implementation

- Assign a NEOGOV project implementation specialist
- Conduct project kick off, review implementation plan, discuss deliverables timeline, and set schedule for weekly implementation meetings
- Create an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
- Configure performance evaluation forms
- Establish your agency's performance evaluation production environment
- Direct integration with the NEOGOV Insight Enterprise platform

**3.3 PE Training**

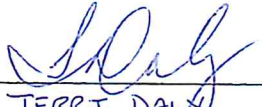

Training is a one-time cost and includes unlimited instructor led Online training including a one day initial Online training session

**Order Form Terms and Conditions:**

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:
- Provide all required software and Licenses**
- One hundred percent (100%) of the annual license price is invoiced in July 2012. (\$18,950.00)
- Software Provisioning for first half of Insight Enterprise**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$1,250.00)
- Completion of Training**
- One hundred percent (100%) of the training price is payable within thirty (30) days of completion of training. (\$2,500.00)
- Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$1,250.00)
- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

| <b><u>Customer</u></b> |   | <b><u>NEOGOV, Inc.</u></b> |  |
|------------------------|---|----------------------------|--|
| Signature:             |  | Signature:                 |  |
| Print Name:            | TERRI DALY  | Print Name:                | Scott Letourneau   |
| Title:                 | PURCHASING AGENT  | Title:                     | President  |
| Date:                  | 4/27/12   | Date:                      | 4/25/12  |

**ORDER FORM****Customer:**

El Dorado County (CA)

**Bill To:**Attention: Jill EnglemannDepartment: Human ResourcesAddress:

330 Fair Lane

Placerville, CA 95667

Phone: (530) 621-5565Email: jill.englemann@edcgov.us**Quote Date:** 3/8/18**Valid To:** 30 days**Initial** 12 Months with annual renewal  
**Term:** option\***Order Summary:**

| <b><u>Line</u></b>  | <b><u>Description</u><sup>1</sup></b>                  | <b>Pro-Rated Term<br/>(3/8/18-6/30/18)</b> | <b>Initial Term*<br/>(7/1/18-7/1/19)</b> |
|---------------------|--|--|--|
| 1.0                 | NEOGOV Background Check Integration Annual Maintenance | \$500.00                                   | \$1,500.00                               |
| <b>Order Total:</b> |  | <b>\$500.00</b>                            | <b>\$1,500.00</b>                        |

<sup>1</sup> More detailed descriptions of the licenses and/or services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

<sup>2</sup> This addendum is subject to the terms and conditions of any master license or online services agreement between Customer and NEOGOV. Where a conflict between the terms of this addendum and any such master agreement exists, the master agreement shall control.

*[Remainder of page intentionally left blank. Order Detail and signatures on subsequent page.]*

Administrator: The County Officer or employee with responsibility for administering this Agreement is Tameka Usher, Human Resources Director, or successor.

**Order Detail****1.0 Background Check API Integration**

NEOGOV offers a background check application programming interface (API) integration that allows users to purchase, monitor status and collect data on their background checks. This is made possible by close technical integration with Partnered background check providers: NEOGOV provides an API which allows the customer to pre-populate Applicant or Candidate background check forms with first name, last name, and email address, automatically send an email notification to the Applicant or Candidate for further information needed for the background check (SSN, Date of Birth, consent signatures, etc.), NEOGOV through its' Certified Eligible Partners will automatically start the background check process after the information is gathered. When results are provided by the Partner(s), NEOGOV will automatically display statuses for review and further hiring steps in Insight's Online Hiring Center (OHC).

During implementation, the Background Check Partner provides a unique key for the customer and sends it back to NEOGOV. Customer is responsible for maintaining strict access to the background check security roles in the OHC settings section called "Background Check". Customer must contact Background Check Partner and NEOGOV immediately to revoke services if there is reason to believe that securities have been compromised.

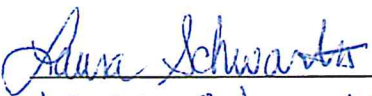
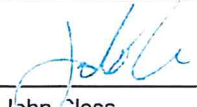
**Order Form Terms and Conditions:**

Customer shall pay the Fees set forth in this Order Form as follows:

**Annual Recurring Fees:**

- Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Pro-Rated Term within thirty (30) days of the date of Customer's execution and delivery of this Order Form.
- Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's receipt of NEOGOV's invoice therefore.
- Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor. The annual recurring Fees for a Renewal Term are subject to increase.

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

|   |  |
|---|--|
| <b><u>Customer:</u></b>   | <b><u>NEOGOV: GovernmentJobs.com, Inc.</u></b>   |
| Signature: <u></u> | Signature: <u></u> |
| Print Name: <u>Laura Schwartz</u>   | Print Name: <u>John Closs</u>  |
| Title: <u>Purchasing Agent</u>  | Title: <u>Controller</u>   |
| Date: <u>3-13-18</u>  | Date: <u>3/8/2018</u>  |

**ORDER FORM****Customer & Customer Address:****Bill To (if different than Customer Address):**

|                       |   |
|-----------------------|---|
| El Dorado County (CA) | County of El Dorado<br>Human Resources Department<br>330 Fair Lane<br>Placerville, CA 95667<br>Attn: Tameka Usher |
| Quote Date: 4/1/19    | Initial Term: <u>8/13/19 – 6/30/20</u>  |
|                       | Billing Frequency: Annual   |

**Annual Recurring Fees**

| Line              | Description <sup>1</sup>                                       | Initial Annual Recurring Fee <sup>2</sup> |
|-------------------|--|---|
| 1.                | Perform (PE) for up to 1,500 employees                         | \$31,319.00                               |
|                   | (Optional) Employee Integration between Perform and Customer's | \$3,000.00                                |
| 2.                | HRIS   | Waived Year 1: 8/13/19 – 6/30/20          |
| <b>Sub Total:</b> |  | <b>\$31,319.00</b>                        |

Non-Recurring Fees – Note: Discounts below are provided if Perform is purchased.

| Line                | Description <sup>1</sup>  | Non-Recurring Fees |
|---------------------|---|--------------------|
| NEOGOV Services     |   |                    |
| 3.                  | Perform (PE)  |                    |
|                     | Setup and Implementation  | \$5,000.00         |
|                     |   | \$3,500.00         |
|                     | Training  | \$3,500.00         |
|                     |   | \$2,000.00         |
| 4.                  | (Optional) Setup for Employee Integration between Perform and Customer's HRIS | Waived             |
| <b>Sub Total:</b>   |   | <b>\$5,500.00</b>  |
| <b>Order Total:</b> |   | <b>\$36,819.00</b> |

<sup>1</sup> Items designated as Not Applicable, N/A or NA on the Order Form are not included in the Services. Customer may request a quote for these items at their discretion throughout the Term.

<sup>2</sup> The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

1. Description of Services.

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

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales
- Log of Performance Observations throughout the year
- Peer Reviews & Multi-rater capability
- Configurable Email Notifications

- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

(b) NEOGOV Training.

- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
- NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions and may be used as reference material by the staff conducting day-to-day activities.

(c) NEOGOV Implementation. The following activities will be conducted as a part of the Services:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
- NEOGOV will establish Customer's production environment.
- All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
- Following NEOGOV product rollout, NEOGOV and Customer will confirm the rollout was completed successfully and that any production questions are addressed promptly.

(d) NEOGOV Integrations. NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual maintenance by NEOGOV
- Employee import and export
- Department division position import and export
- Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

2. Order Form Terms.

(a) Payment Terms. Customer will pay all Fees set forth in the Order Form or SOW in accordance with the following: (i) NEOGOV Fees are invoiced annually in advance and NEOGOV may invoice all Fees due under this Agreement in one invoice for each invoice period; (ii) invoices shall be delivered to the stated "Bill To" party on the Order Form (iii) Customer shall pay NEOGOV the applicable fees (collectively, the "**Fees**") within the applicable time periods as follows:

- (A) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's execution and delivery of this Order Form;
- (B) Customer shall pay all training Fees within thirty (30) days of the date of Customer's execution and delivery of this Order Form;
- (C) Customer shall pay all setup and implementation Fees within thirty (30) days of the date of Customer's execution and delivery of this Order Form;
- (D) any other Fees owed by Customer to NEOGOV pursuant to this Agreement shall be paid by Customer within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor;
- (E) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor.

NEOGOV may, in its sole discretion, increase the Fees for any Renewal Term. NEOGOV shall provide Customer with written notice of any such Fee increase at least sixty (60) days prior to the commencement of such Renewal Term. Upon execution by Customer and NEOGOV, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement, and the Term as set forth in the Order Form for NEOGOV subscriptions is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule.

- (b) Online Services Agreement. This Order Form is an attachment to and part of that certain Online Services Agreement (the "Agreement") by and between NEOGOV and Customer. Terms not defined in this Order Form shall have the meanings set forth in the Agreement. THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AGREEMENT. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS READ THE AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS PROVISIONS.
- (c) Effectiveness. Neither Customer nor NEOGOV will be bound by this Order Form until this Order Form has been signed by authorized representatives of both parties.
- (d) Modifications. This Order Form may not be modified or amended except through a written instrument signed by the party to be bound.

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

|                                   |  |
|-----------------------------------|--|
| <b><u>Customer:</u></b>           | <b><u>NEOGOV: GovernmentJobs.com, Inc.</u></b> |
| Signature: <u>Michele Weiner</u>  | Signature: <u>[Signature]</u>                  |
| Print Name: <u>Michele Weiner</u> | Print Name: <u>Share Evangelist</u>            |
| Title: <u>Purchasing Agent</u>    | Title: <u>CEO</u>                              |
| Date: <u>8/19/19</u>              | Date: <u>7/30/19</u>                           |