

Service Agreement

THIS ONLINE SERVICES AGREEMENT (this “Agreement”) is made and entered into this 17th day of February 2017, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a “NEOGOV”), and the **CUSTOMER, STATE** a public entity acting by and through its duly appointed representative (“Customer”).

1. Provision of Online Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the “Services”) more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder.

(b) NEOGOV shall implement and maintain a Project Change process and associated Change Control Document (CCD) to manage and approve any changes to the Order Form and/or Order Details as herein described. The CCD will include the reason for the change, a complete description of work to be performed, an estimate of time to complete the task, associated costs, a completion date for the CCD Statement of Work and an impact analysis indicating ramifications or impacts to the overall project. No work within the CCD shall be performed by NEOGOV without Customer approval.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this Agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

(c) Where “Deliverables” means any software or other material created pursuant to NEOGOV services, Deliverables will be considered accepted when: (i) Customer provides NEOGOV written notice of acceptance; or (ii) thirty (30) days after access commenced if Customer has not first provided NEOGOV with written notice of rejection. Customer may reject a Deliverable only in the event it materially deviates from the specifications and requirements listed in the applicable Scope of Work and only via written notice setting forth the nature of such deviation.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) 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 laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV’s system. NEOGOV will have no responsibility or liability for the accuracy of data entered into or uploaded to the system by Customer, including without limitation Customer Data and any other data uploaded or input by users.

(c) *Acceptable Use* Customer will comply with the Scope of Work associated with this agreement and refrain from: (i) providing System passwords or other log-in information to any third party except those specifically authorized to access the services in this agreement; (ii) share non-public System features or content with any third party; or (iii) access the System in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. In the event that NEOGOV suspects any breach of the requirements provided in Section 3(c), including by way of Users of Customer’s system, NEOGOV may suspend Customer’s access to the system, in addition to other lawful remedies as required. Nothing in this Agreement shall require NEOGOV to take any action regarding the limitations set forth in Section 3(c).

(d) *Unauthorized Access* Customer will take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. Customer will notify NEOGOV immediately of any known or suspected unauthorized use of the System or breach of its security and will use best efforts to stop said breach.

4. **Ownership, Protection and Security.**

(a) The parties agree that the NEOGOV marks and selective Customer marks may both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and data supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this Agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement. NEOGOV's logos, including the "powered by" logo, will appear on the "employment opportunities", "job description" and other NEOGOV hosted pages.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein. Customer receives no rights to the Licensed Software other than those specifically granted in Exhibit A. Without limiting Exhibit A, Customer will not: (i) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Licensed Software; or (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Licensed Software's source code.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOV Representations and Warranties.**

(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.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, 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.

(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.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **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 (i) 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 and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. 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 a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of Oklahoma, 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 of this Agreement and for a period of three (3) years after the termination of this Agreement 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.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the Initial Term(s) and restrictions provided in Exhibit A (Order Form); provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of the date hereof and remain in effect in accordance with the term(s) and restrictions in Exhibit A (Order Form), unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) Subject to a material breach of contract and right to cure:

- (i) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, public policy.

- (ii) Customer shall have the right to terminate this Agreement only upon expiration of the then-current license term. The term shall renew automatically for successive one-year terms unless Customer provides written notice of its intent not to renew to the other party at least thirty (30) days before the expiration of the then-current license term. Customer acknowledges that failure to give notice prior to 30 days of the termination date will constitute agreement to the subsequent term.

(d) Upon termination Customer may elect to receive either associated data files from the system or read only access for a determined period.

- (i) *Customer Data Post-Termination:* Upon request within ninety (90) days of expiration of the final license term, NEOGOV shall provide Customer with a dedicated data file from the system(s), or provide a proprietary and confidential delete of data. The dedicated data files will be comprised of Customer's standard data contained in NEOGOV's Insight system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. For data residing on NEOGOV systems for more than ninety (90) days after the date of expiration and termination of this Agreement, NEOGOV retains the right to purge such data from NEOGOV systems without additional consent from the Customer.
- (ii) *Read Only Access:* If Customer requests NEOGOV maintain read-only access after termination of this Agreement, Customer acknowledges and agrees to an upfront payment worth 10% of the annual license of this Agreement. Access to the system(s) shall be limited to the functionality included at time of termination.

10. **Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

(c) NEOGOV acknowledges that all invoices shall be delivered to the stated "Bill To" party on the Order Form in Exhibit A. In the event that NEOGOV does not receive payment in accordance with the terms herein, including but not limited to the net due dates, Customer acknowledges and agrees that it shall be liable for any outstanding payment to NEOGOV, or either party may terminate this Agreement as applied to Section 9.

(d) 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 state law. Customer shall provide NEOGOV within ten (10) days of request of such exemption.

11. **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: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause.** It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local 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 governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual Agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous.**

- (a) Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. 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. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.
- (b) *Severability.* If any provision of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in full force and effect.

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

Customer

Signature: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY
GovernmentJobs.com, Inc., a California corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A – ORDER FORM**Customer:**

City of Broken Arrow, OK

Bill To:

Name:

Address:

Phone:

Email:

Quote Date: 2/17/17**Valid To:** 2/16/18**Requested Service Date:** NA**Initial Term:** 12 Months with annual renewal option**Order Summary**

Annual Recurring Fees

Line	Description ¹	Annual Recurring Cost
1.	Insight Enterprise Edition (IN)	
	IN License Renewal	\$12,500.00
2.	GovernmentJobs.com Job Posting Subscription (GJC)	
	GJC License	NA
3.	Perform (PE)	
	PE License	NA
4.	Onboard (ON)	
	ON License	NA
5.	NEOGOV Integrations	
	Integration Maintenance	NA
Sub Total:		\$12,500.00

Order Form

Non-Recurring Fees

Line	Description ¹	Non-Recurring Fees
NEOGOV Services		
6.	Insight (IN)	
	Setup and Implementation	NA
	Training	NA
	Perform (PE)	
	Setup and Implementation	NA
	Training	NA
	Onboard (ON)	
	Setup and Implementation	NA
	Training	NA
	Onboard form building as Professional Service ²	NA
	NEOGOV Integrations	
	Setup and Configuration	NA
Sub Total:		\$TBD
Order Total:		\$12,500.00

¹More 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.

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

²NEOGOV ON includes I9 and W4 standard forms that are regularly updated by NEOGOV. Additional forms or form maintenance are available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

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

Customer Support - 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.

Order Form

Order Detail

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

1.0 Insight Enterprise (IN)

License Subscription to NEOGOV IN

The Customer's subscription to the Insight platform includes the following functionality:

Recruitment

- Online job application
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- 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
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions for approval
- Certification/eligible lists

2.0 GovernmentJobs.com Job Posting Subscription

(GJC) License Subscription

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

3.0 NEOGOV Perform (PE)

License Subscription to NEOGOV PE

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

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales
- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

4.0 NEOGOV Onboarding (ON)

License Subscription to NEOGOV ON

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms*

*NEOGOV ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

5.0 NEOGOV Integrations

NEOGOV offers Standard Integrations as well as platform APIs for 3rd party system integration(s).

Standard Integrations include:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual Maintenance By NEOGOV

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).

6.0 NEOGOV Services

Setup and Provisioning

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

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

Training

- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.
- 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 SCOPE OF WORK – EXHIBIT B

1. OVERVIEW

NEOGOV's mission is to improve the services public sector agencies deliver to society. We do this by working with agencies to improve the ways they attract, hire, and retain the best and the most qualified employees.

NEOGOV's platforms are the leading workforce management solution specifically designed for public sector. The configurable solutions go beyond simple recruitment or applicant tracking to incorporate all aspects of HR and their associated business requirements. Each NEOGOV platform includes many time, effort, and cost saving features and capabilities such as class specifications online, accept applications online, create and route requisitions online, scan hardcopy application materials which are read directly into the database to eliminate manual data entry, refer certified lists online, and gather and report on key hiring metrics as well as associated reports for gathering key metrics across the HR organization.

2. SCOPE OF WORK (Standard)

Subject to the services purchased, the project will consist of the following components:

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations.
- Working with Agency staff to understand the existing processes as well as other workforce business practices where applicable.
- NEOGOV will provide access to all proposed user training. Agency staff may deliver training that can incorporate the Agency's existing business rules combined with new processes that are enabled by using the NEOGOV product suite.
- Following training, the Agency may conduct additional user sessions led by the solution's Administrator(s) which will allow the Agency users to familiarize themselves with the system.
- Subject to the services purchased, between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment for Insight which is used by your agency during training and afterwards to train in prior to moving into production (IN)
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - Establish the Agency's Insight Enterprise (IN) production environment
 - Establish the Agency's Onboard (ON) production environment
 - Establish the Agency's Perform (PE) production environment
- Configure and deploy forms (only if in scope) On the go-live date for Insight, Agency IT will need to change the IP addresses for the following three Agency website links (NEOGOV will provide the new link addresses):
 - Job openings
 - Class Specifications
 - Promotional job openings
- Following production rollout, NEOGOV and the Agency will conduct two post go-live conference call(s) (if scheduled) to ensure that the rollout was completed successfully and that any production questions are addressed promptly.

3. SERVICE OVERVIEW

A. System Design

NEOGOV solutions are web-based, there is no need for you to buy and maintain additional hardware, software, or bandwidth; upgrades are included and occur in real time, ensuring that you always have the most up-to-date functionality.

Insight Enterprise is designed to address five major areas of Human Resource activities including recruitment,

Scope of Work

selection, applicant tracking, reporting and analysis, and HR automation. Insight Enterprise enables agencies to post class specifications online, post job announcements on the agency website, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/and approve requisitions online, and certify eligible lists electronically.

Onboard is designed to facilitate the onboarding process for new hires. NEOGOV maintains standard forms as part of the annual license. Agencies shall maintain any custom forms created by Agency.

NEOGOV Perform (PE) is designed to address the major areas of Human Resource activities centered around employee performance management. PE includes built-in workflow for business processes, configurable tasks, performance evaluations and reports.

B. Implementation and Integration / Installation

NEOGOV solutions are implemented off site and consist of all activities outlined in Section 2 – Scope of Work (above). The agency may integrate with other systems using standard NEOGOV integration tools, export data from Insight 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.

C. Training

NEOGOV training is unlimited online training. Training consists of a system walk-through and then a series of hands-on exercises.

D. Maintenance

All system maintenance to licensed features is covered in the license price. Since NEOGOV offers a hosted solution and fully web-based new features and functions are released and available upon next login by the user. System software and hardware maintenance is completed by NEOGOV.

4. IMPLEMENTATION - INTEGRATION (Standard) (IN)

The agency can export data from Insight to integrate with other systems, as outlined below. As part of each integration, NEOGOV shall:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
 - Develop New Hire Export Interface
 - Develop Position Control Import Interface
 - Provide Integration Worksheets and/or guides

5. LICENSING

Your NEOGOV Annual license includes the following items:

- Unlimited access to all system functionality and enhancements to the items listed in the capabilities section of this document
- Free participation in NEOGOV hosted customer conference calls

6. MEETINGS

Implementation is conducted remotely and will consist of weekly phone implementation meetings throughout the implementation. The agency and NEOGOV will also have (if proposed) scheduled meetings following go live to ensure a successful rollout and address any new questions/issues.

7. CUSTOMER SERVICE

NEOGOV offers unlimited customer support and support is provided via the NEOGOV customer support help desk

Scope of Work

from 6:00AM – 6:00PM M-F PST (excluding NEOGOV holidays) and online through the Help Center 24 X 7. Customer support is also provided throughout the entire implementation. Additionally, conference call attendance and on-line training attendance is included in the annual license.

8. MAINTENANCE & SUPPORT

NEOGOV maintains the entire hardware/software infrastructure and is responsible for maintaining server operation, software delivery, and security. Available customer support is addressed in Section 7 – Customer Service (above).

9. TRAINING

A. Customer Education / Training Methodology

NEOGOV delivers access to online user training to Agency recruiters and technicians. We provide the Training Exercises electronically as well as access to the complete User's Guide online.

Following the training, your agency will have access to the associated environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize the system(s).

All dedicated system training is designed by NEOGOV to introduce the most common features and functions in an organized fashion which will be used by the staff following training to conduct their day-to-day activities.

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers shall have full access to the associated environment for the proposed platform.

NEOGOV's pre-built, online training consists of a series of web courses and hands-on exercises designed to introduce the standard features and functions. All training items may be used as reference material to conduct day-to-day activities. The pre-built, online training includes materials designed to allow Customer led training sessions.

B. Training Media Selection

Electronic

C. Training Schedule

Unlimited online training is available.

D. Training Delivery

I. Hardware (If applicable)

The training environment should be a training room with Internet access, conference phone, projector, and screen, one computer for each attendee with a NEOGOV supported web browser Adobe Reader, and MS Word.

II. Software

Web Browser, Adobe Reader, and MS Word

III. Custom Design Applications

None

Scope of Work

10. SOFTWARE MODULES OVERVIEW

A. Insight Enterprise

Insight Enterprise includes the following functionality:

Recruitment

- Online job application
- Online applications integration with current Customer website
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- 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
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route position requisitions for approval
- Certification/eligible lists

B. NEOGOV Onboard

NEOGOV Onboard (ON) includes the following functionality:

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms*

*NEOGOV ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at an additional cost.

C. NEOGOV Perform (PE)

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

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales

Scope of Work

- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

**Note: Additional forms are available at additional cost.*

11. PRODUCT UPGRADES

All product upgrades to licensed modules are included in the associated NEOGOV annual license. Product upgrades occur in real time and are available upon next login.

12. REQUIREMENTS PUT UPON THE AGENCY

A. Technical or Otherwise

The agency HR staff is considered “level 1 support”, meaning that the agency should designate the NEOGOV Administrator as the point of contact for any NEOGOV platform related questions or issues. If the Administrator cannot answer the question, they should contact the NEOGOV Customer Support Help Desk.

13. DOCUMENT OF WEB INTERFACE (IN)

NEOGOV will integrate the Insight website pages into the agency’s existing web pages using the standard NEOGOV career pages.

14. MAINTENANCE & SUPPORT

A. Service Types

I. Base Maintenance and Update Support

- Software Upgrades

All product upgrades to licensed modules and Insight Enterprise are included in the associated NEOGOV annual license. Product upgrades occur in real time and are available upon next login.

- Phone Support

Phone support is available from 6:00AM – 6:00PM PT Monday – Friday, excluding NEOGOV holidays.

- Remote Connectivity Support

Online support is available 24 x 7. Any cases logged online during off hours will be responded to the next business morning.

- Response Times

Both phone and online case receipt are confirmed immediately. The length of time for a resolution is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request). High priority issues such as system down are addressed immediately and resolved ASAP. When any other cases are logged (that are not system down) those cases are reviewed internally by NEOGOV, and then discussed and reviewed with the customer to identify priority and resolution timeline.

II. Preventative System Maintenance

Preventive system maintenance is conducted by the NEOGOV staff and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks. The agency is not responsible for system maintenance.

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 (including any Integrations) is payable within thirty (30) days of execution of this Order Form and Service Agreement.

Training

- One hundred percent (100%) of the training price are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement.

Software Implementation

- One hundred percent (100%) 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.

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

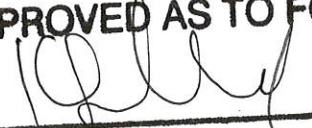
(4) Changes or alterations to this Order Form will not be accepted.

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.

Customer	NEOGOV
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM:


 NEOGOV
ASSISTANT CITY ATTORNEY