

**TERM CONTRACT FOR LEARNING MANAGEMENT SYSTEM REPLACEMENT
(RFP – 604655-23/MHH)**

THIS AGREEMENT is dated as of the ____ day of _____ 2024, by and between **GOVERNMENTJOBS.COM INC., D/B/A NEOGOV**, duly authorized to conduct business in the State of Florida, whose address is 2120 Park Place, Suite 100, El Segundo, California 90245, in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide a fully integrated learning management system for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in this Agreement and all addenda to this package, including CONTRACTOR’s Services Agreement attached as Exhibit B hereto. Required services will be specifically enumerated, described, and depicted in the Purchase Orders

authorizing purchase of specific services and incorporating the terms of this Agreement. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit C. Each Purchase Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement and any other terms shall be void and have no effect. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, for the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit D. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee

amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.



(b) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Human Resources
1101 E. 1st Street
Sanford, FL 32771

(c) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.



(a) CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support

final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Performance of this audit will not delay any final payment due to CONTRACTOR.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law and the terms of this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, because of the failure of CONTRACTOR to materially fulfill its obligations under this Agreement, provided CONTRACTOR shall have a thirty (30) day opportunity to cure any such failure prior to COUNTY's. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all

services affected, unless the notice directs otherwise, and make to COUNTY all COUNTY data for export for COUNTY for a period of ninety days.

(b) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR (a "Force Majeure Event"). If CONTRACTOR fails to perform under this Agreement for a period of thirty days due to a Force Majeure Event, COUNTY shall be entitled to terminate this Agreement and CONTRACTOR shall be paid through the date of termination.

(c) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by either party are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed, and employees are treated during employment without regard to

race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written



consent of the other party and in such cases only by a document of equal dignity with this Agreement, provided CONTRACTOR may assign this Agreement in connection with a change of control.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all third party claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's grossly negligent acts or omissions in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the Certificate of Insurance.

If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the

insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (B) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and

any other applicable Federal or State law.

(B) The minimum amount of coverage under Part Two of the standard

Workers' Compensation policy is required to be the following:

\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability (CGL).

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the Standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the insurance Services Office, or by equivalent coverage form. Coverage must not contain any endorsements excluding Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	\$2,000,000.00
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Products and Completed Operations	\$2,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

Cyber Liability/Technology \$2,000,000.00
Errors and Omissions
(Per Occurrence or Claim)

(4) Business Auto Policy.

(A) In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

Liability policy or separate Business Auto Liability policy.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit (Hired, And Non-Owned Autos)	\$1,000,000.00
----------------------------------------------------------	----------------

(d) Coverage. The CGL Policy provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(5) Cyber Liability and Technology Errors and Omissions Insurance.

(A) CONTRACTOR's Cyber Liability and Technology Errors and Omissions Insurance must cover its employees, subcontractors and agents for expenses, claims, and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(B) If the Cyber Liability and Technology Errors policies are written on a claims-made basis, the retroactive date must be prior to the commencement of this agreement. If the Cyber Liability and Technology Errors policies are written on a claims-made basis and are cancelled or non-renewed at any time during and up until the project completion, CONTRACTOR shall purchase an Extended Reporting Period for at least a two year period.

(C) CONTRACTOR will maintain Cyber Liability insurance providing coverage for:

i. Liability for network security failures, privacy breaches and system failures, including but not limited to loss or unauthorized access, use or disclosure of Insert COUNTY Data.

ii. Breach Response Costs associated with a network security failure, privacy breach or system failure, including but not limited to: costs to notify affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring and identity fraud resolution services.

iii. Expenses related to a regulatory proceeding including but not limited to regulatory investigatory costs, fines, fees and penalties.

iv. Cyber extortion payments, investigatory and response costs (i.e., Ransomware Coverage).

v. Business Income Loss and Extra Expenses resulting from a network security or system failure of your computer network and/or a third parties' computer network.

vi. Costs of restoring or replacing data.

vii. Multimedia liability.

(D) If this contract involves the provision of Cyber Technology Services and/or Products, in addition to the above required coverages, CONTRACTOR must maintain Technology Products & Services Liability insurance providing coverage for:

(i) Liability related to the rendering of or failure to render

technology product and services.

(E) Certificates of Insurance must reflect applicable limits, sub-limits, self-insured retentions, and deductibles.

(F) CONTRACTOR will be responsible for any and all deductibles, self-insured retentions, or waiting period requirements, to the extent of its indemnity obligations.

(G) These are the following minimum limits to be maintained:

Cyber Liability/Technology \$2,000,000.00
Errors and Omissions
(Per Occurrence or Claim)

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.



(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust all legally required COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes

are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted, and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such

designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.



Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

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

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS  MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement pursuant to the terms of this Agreement.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Human Resources
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Governmentjobs.com Inc., d/b/a NEOGOV
2120 Park Place, Suite 100
El Segundo, California 90245

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.



(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. The Confidential Information and Data Processing Addendum, attached to this Agreement as Exhibit F, applies to this Agreement. The parties will also abide by the CONTRACTOR's Service Agreement, which is attached and incorporated into this Agreement as Exhibit B.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.



GOVERNMENTJOBS.COM INC., D/B/A
NEOGOV

Witness

Print Name

Witness

Print Name

By: _____
ALEX CHUN, CFO

Date: _____

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____

TAMMY ROBERTS,
Procurement Administrator

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
202__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

GLK/dbd

2/12/2024 2/23/24 3/4/23 3/29/24



Attachments:

Exhibit A - Scope of Services

Exhibit B - CONTRACTOR's Service Agreement & Order Form

Exhibit C - Sample Purchase Order

Exhibit D - Contract Pricing

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Confidential Information and Data Processing Addendum

T:\Users\Legal Secretary CSB\Purchasing 2024\RFP-604655 (Governmentjobs.com).docx

2. Scope of Services

2.1. Current Application Environment

Percipio will need to have a data pull done to pull existing content from the old solution. Once Percipio is replaced, the new system must interface with JDEdwards, the County's ERP system, via one-way communication: the new system will receive data from JDEdwards, but it will not return any data back to JDEdwards (in the same way that the current system operates).

2.2. Proposed Future System Interfaces

The following table contains a listing of current and/or desired application interfaces and their likely need in a future learning management system environment. Existing County shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated learning management system solution.

Source Application	Direction of Data Flow	Target Application	Development Services System Module	Data Included in Interface	Exists in Current Environment	Core / Optional
JDE	Information Out	New Solution		A. First Name B. Last Name C. Job Title D. Supervisor E. Division F. Department G. Email address H. Hire date	JDE	Core

2.3. Current Technical Environment

As part of the proposal process, Vendors will be required to submit responses to both functional and technical requirements. Attach responses in a separate document using the same numbering/lettering sequence.

2.4. Expected Scope of System Solution

The County requires respondents to propose a fully integrated learning management system vendor-hosted/cloud solution, including software, hardware specifications, implementation and project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor. The County recognizes that this project will have a significant impact on their staff and is looking to minimize that impact as much possible. To the extent vendor is able, the County is looking for the vendor to conduct a thorough business analysis at the start of each module and to provide the County with a pre-configured system using its best practices

and experience as a model. The County expects to review and test this pre-configured system, requesting minimal changes, as required.

2.5. Software Scope/Functional Requirements

The functional requirements are divided into two tables below. The first table, Table 1, contains all of the required Functional Requirements, outlining everything that the new software will be required to do. The second table, Table 2, contains all of the optional Functional Requirements, outlining items for which the County would like the software to have, but they are not required. However, these items would be ideal if provided. None of the items listed under the 'Preferred Trainings Available' section in Table 2 are required items, but they are ranked in preference and prioritized between 1, 2, and 3. 1 represents the greatest preference, 2 as medium preference, and 3 denotes regular preference. Ideally, the awarded vendor would be fulfilling as many of the items as possible, though not required.

Table 1 - Required

Functional Requirements	Details	Preferences
Integration with JDE	This will be a 1-way communication from JDE to the LMS; First Name, Last Name, Job Title, Supervisor, Division, Department, email address, hire date	Must Have
Single Sign on		Must Have
Tracking CEU's (Continuing Education Units)	Availability to track CEU's (Continuing Education Units) when applicable	Must Have
Gain CEU's	Availability to gain CEU's when applicable.	Must Have
Rubric/assignment/class creation	The ability to create a 'class' with a rubric that allows an employee to learn on the job tasks when courses are not available	Must Have
Refresher training	The ability of the system to automatically enroll employees in trainings that need to be completed or refreshed at regular intervals	Must Have
Easily customizable training	The ability to record separate trainings and upload them to the system for viewing (i.e. P-Card Training); custom content creation and upload multiple file types outside of the need for third party software	Must Have

Compliance training	Content library; the content is short, quick, bursts of learning. Current and updated required/compliance content	Must Have
Notifications/Acknowledgements	Ability to push out information (i.e. updated policies/procedures, emergency information) to members and show who has read it/checked the acknowledgement check box at the end	Must Have
Alert emails when employee training is due or required	Reminder emails of courses that need to be completed and courses that need to be registered for or refreshed.	Must Have
Knowledge Check/Test Quiz/Survey	<ul style="list-style-type: none"> • Brief PPT followed by a quick quiz to double check knowledge retention. • Platform has the ability create KC, quiz, surveys within the system and is connected to web-based content, learning programs, and County-specific training that is uploaded to the system. • This should be able to be applied to some but not necessarily all 	Must Have
Training catalog and dispersion of training information to county employees and making sure it's available to all employees.	General availability of general catalog	Must Have
Employee can sign themselves up for classes		Must Have
Employee can cancel their own classes if available		Must Have
Supervisor can sign employee up for classes		Must Have
Supervisor can cancel employee classes		Must Have
Licensing	Ensure that there are enough licenses to cover all BOCC employees (~1,000, excluding Fire)	Must Have
System ease of use	LMS should provide a modern, user-friendly interface; System sent emails should not look like spam;	Must Have

Training time analytics/metrics/reporting	How many active programs are running; who's taking content; who's completed, passed, failed, not completed training; time to take training; track not started; track overdue; which trainings aren't being taken	Must Have
Division reporting on courses registered for and taken	Reporting for County/Division/HR on trainings employees have taken	Must Have
Division reporting on courses passed/failed	Reporting for County/Division/HR on trainings passed/failed	Must Have
Ability to create ad hoc training reports		Must Have
Training made available 24/7	Availability for training outside normal business hours, training available outside 8-5 (intended for those whose shifts are outside of normal hours or through the training and development time code at manager discretion)	Must Have

Table 2 - Optional

Functional Requirements	Details	Preferences
Job shadowing log/Ability to track on the job trainings	Ability to track on the job trainings	Could Have
Monthly micro trainings	If/when applicable, the ability of employees to take trainings that don't require them to sit for long periods for trainings. One of the most frequent comments is that many people feel that they don't have time for long trainings due to staffing or scheduling issues.	Could Have
Legal coverage	If applicable, are there legal updates that county employees need to be notified of? (Similar to Notifications/Acknowledgments)	Could Have
Reminder emails of nonrequired training options	Reminder emails of nonrequired training options available (one per month or quarter)	Could Have
Emails notifying supervisor/HR of trainings for employees (pass/fail, completed/incomplete, etc.)	Reminder emails of courses that need to be completed and courses that need to be registered for or refreshed.	Could Have
Emails notifying supervisor/HR of trainings for employees (enrolled, cancelled, dropped training)	Emails for supervisors and HR for enrolled, cancelled, dropped training of employee courses or training course notifications that employees will be attending	Could Have

Opportunity to enroll in external/in person trainings not offered by through LMS library	Specifically for NIMS/FEMA training but could be applied to other external trainings such as a CDL course. This should also help eliminate the need to use external sites like Eventbrite to register for courses held outside of the LMS (registration feature) (see requirement 6)	Could Have
System recommends learning based on previous trainings	System recommends learning based on previous trainings	Could Have
Training based on Job Title	Reliant on the JDE interface/maintenance of the job title (see requirement 1)	Could Have
Preferred Trainings Available:	The trainings listed below are preferred, though not required. Any of the trainings below that are not offered by the vendor will not be considered a disqualifying item.	-----
Accident Prevention		1
Active Shooter		1
Asbestos Abatement		1
ATV/UTV		1
Bloodborne Pathogens		1
Building Specific		1
Compressed Gas		1
Confined Space		1
Control of Hazardous Material		1
Cyber Security		1
Defensive Driving		1
Diseases		1
Driving and Vehicle Safety		1
Fall Protection		1
Hazardous Communications		1
Hazardous Waste		1
Laboratory Safety		1
Ladder Safety		1
Machine Guarding/Woodworking Equipment		1
MOT		1
MS Office		1
Office Safety		1
OSHA		1
Overheating		1
Permit		1
Power Tools		1
PPE		1
Respiratory Protection		1
Seasonal Workplace Safety		1
Servicing Multi-Piece	For multi-piece rim wheels (as opposed to single-piece)	1
Toxic Exposure		1
Violence in Workplace		1
Welding, Cutting, Brazing		1
Wellness		1
Workplace Safety		1

Chain Saw	Not necessary as the FD offers this in person	2
Crane, Derrick, and Hoist Safety	We can find other avenues to offer this, again, probably better in person	2
DOT Drug and Alcohol		2
Drug Free Workplace	It will be difficult to find a Florida DFWP training, we could upload our own	2
Electrical Safety		2
Emergency Action/Fire Prevention	Fire department can offer this in person	2
Explosive or Blast Agents	Fire may be able to assist in providing training we create and upload	2
Fire Extinguisher	Fire may be able to assist in providing training we create and upload	2
First Aid	Fire may be able to assist in providing training we create and upload	2
Forklift	This should be in person	2
Inspector Training	This may be very niche, we can create our own and upload	2
Pesticide	This is broad, and they may not have Florida rules/regs, we can create and upload our own	2
Scaffold User Safety		2
Animal - Aggressive		2
Animal Handling		2
CDL	Training for getting CDL & training for people with A CDL	2
Construction Site Inspector		2
Construction Site Safety		2
Email Training		2
Emergency Management	This is not a make or break, but we aren't sure if another FEMA authorized training exists	2
Environmental		2
FDOT		2
Hazards		2
Hazmat		2
Hazwoper		2
Hearing Protection		2
Laser Safety		2
Legal		2
Office/ Ergonomics		2
Rim Wheels	Single and/or multipiece	2
Shared Drive Training		2
SharePoint Training		2
Vehicle safety		2
Water Safety		2
CPR	Fire department can offer this in person	3
Dog, Bite, and Insect Training		3
Safety Orientation for New Hires	Wouldn't this be us providing and uploading? Or does anyone provide a generic version that we can supplement?	3
Trenching	Should be in person	3
Winch	Should be in person	3

Workplace Accident Reporting	Won't we have to create and upload, it would not be pre-loaded	3
Communication	Added by non-safety survey; likely covered by LinkedIn Learning	3
Conflict Resolution	Added by non-safety survey; likely covered by LinkedIn Learning. Confined space should be an in person training	3
Critical Thinking	Added by non-safety survey; likely covered by LinkedIn Learning	3
Goal Setting	Added by non-safety survey; likely covered by LinkedIn Learning	3
Group Dynamics/Teamwork	Added by non-safety survey; likely covered by LinkedIn Learning	3
Leadership Development	Added by non-safety survey; likely covered by LinkedIn Learning	3
Mentorship	Added by non-safety survey; likely covered by LinkedIn Learning	3
Navigating Change in the Workplace	Added by non-safety survey; likely covered by LinkedIn Learning	3
Stress Reduction/Wellness	Added by non-safety survey; likely covered by LinkedIn Learning	3
Time Management	Added by non-safety survey; likely covered by LinkedIn Learning	3
Trips/Falls		3
Using Data to Drive Decision Making		3

2.6. Technical Requirements for On-Premises Infrastructure

Below are the Seminole County infrastructure requirements if proposing an on-premises solution. If any questions regarding our infrastructure requirements, please label them as such at the end of the document.

Continuity of Operations

A. Current Seminole County System Architecture:

1. Operating System:
 - a. Windows 10 Enterprise
 - b. Windows Server 2019
2. Database:
 - a. MS SQL Server 2016
3. Minimum System Requirements:
 - a. Windows Server 2016
 - b. SQL Server 2016

-
- B. For on premises solution, provide illustrations of the proposed platform with detailed information regarding hardware and software requirements. Include any onsite Configuration changes that would be essential for a successful implementation.

Security/Confidentiality

- A. The solution shall create audit trails for all user actions that are performed. The following information must be recorded in the audit log:
 - 1. User ID
 - 2. Date and time of action
 - 3. Field name
 - 4. Before value
 - 5. After value
- B. The solution shall use SSL/TLS certificates to encrypt data transit.
- C. The solution shall encrypt the data at rest.

2.7. Maintenance and Support

General Support

- A. Describe the maintenance processes that will be required for the proposed solution.
- B. Describe the maintenance details the vendor will provide and is responsible for and what Seminole County will be responsible for.
- C. Provide Service-Level Agreement (SLA) and process for getting vendor support.
- D. Describe the vendor support details during warranty period.
- E. Describe your level of support (e.g. 24/7 live support via e-mail, chat, and/or phone)
- F. The Vendor shall provide designated Seminole County staff with access to live support in event of emergencies.
- G. The Vendor's support team shall be fluent in the functionality and uses of both the document management system's features and associated applications and modules.
- H. It is desired that the Vendor shall provide assistance as needed to Seminole County staff for document management and configuration related tasks.

-
- I. The Vendor shall provide on-demand access to support materials and content, including but not limited to online training manuals and support FAQs.
 - J. All routine updates, maintenance and deployment related activities shall be performed after Seminole County business hours (7:00am to 6:00pm) and after coordinating with Seminole County IT for approval, prior to the activity, vendor must provide expected downtimes. Seminole County shall also be notified upon completion of these activities.
 - K. For on premises solutions - Monthly Windows security updates are required by Seminole County. Describe the vendor's process for how the solution is certified to work with monthly Windows security updates.

Consulting Services

- A. The Vendor shall provide general consulting services related to proposed solution design, applications, and technology.
- B. The Vendor shall quote an hourly cost that will be used when additional project-based services are required.

Training Support

- A. The Vendor shall develop training materials including but not limited to outlines, knowledge articles and process flows. These materials must be updated as needed with each release and providing training and training materials.
- B. Provide necessary installation and training to use, configure and carry-on maintenance tasks needed to keep the proposed system running.
- C. The Vendor shall provide either online or onsite training (classroom) for internal users on applications and functionality.

2.8. Cloud-Based Requirements

If proposing a cloud-based solution, please describe how your solution will satisfy the below requirements:

- A. All Seminole County data shall be located and remain within the continental United States.
- B. Vendor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth, service capacity, and ensure its data center and/or other vendors performing subcontracted services have industry standard physical, technical, human, security, and administrative controls.
- C. Vendor shall house all services and equipment in an operational environment that meets industry standards including climate control, fire and safety hazard detection, redundancy, electrical needs, and physical security.

-
- D. All cloud-based/hosted systems using HTTPS, or any other protocol using SSL/TLS, must use TLS 1.2 or later with a key size no smaller than 2048 bits.
 - E. The Vendor shall conduct security assessments, vulnerability assessments, or audits of systems that contain Seminole County data.
 - F. Describe which industry-accepted endpoint protection solution is used in all hosting servers.
 - G. Vendor monitoring and notifications shall occur automatically in a manner that Seminole County will learn about outages as an escalation from the vendor.
 - H. In the event of any outage impacting the primary data center, the hosting platform shall offer the option to have a disaster recovery or backup data center where Seminole County staff and visitors will continue to be able to access the proposed system. The backup data center will be located within the Continental United States and must be able to accommodate/host the proposed system.
 - I. Provide details on the proposed document management system data center compliance standards and certification.
 - J. It is desired that the hosting platform resides in a certified data center that is SSAE 16 Type II Compliant with multiple layers of security access, redundant ISP providers, backup power and redundant generator, and firewall protection.
 - K. Provide details on intrusion and cyberattack detection technology and methods used to identify source and analyze the behavior of the attack.
 - L. Provide details addressing policy, procedures, and security updates for zero-day exploit vulnerabilities.
 - M. The solution shall be designed to protect the website against Distributed Denial of Service (DDoS) and other cyberattacks and to detect and mitigate malicious traffic within reasonable time.
 - N. Vendor shall supply all hosting equipment (software) required for performance of the contract and ensure maintenance and replacement as necessary to maintain compliance with the Service Level Agreement(s).

-
- O. Vendor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth, service capacity, and ensure its data center and/or other vendors performing subcontracted services have industry standard physical, technical, human, security, and administrative controls at all times.
- P. Vendor shall house all services and equipment in an operational environment that meets industry standards including climate control, fire and safety hazard detection, redundancy, electrical needs, and physical security.
- Q. The vendor shall utilize a third-party certificate provider who is a recognized and trusted authority.
- R. Audit & Inspection:
1. In the event of adverse risk findings through an audit or assessment, the vendor shall cooperate with Seminole County in remediating any risks to the system, including complying with requests to temporarily take Seminole County offline or otherwise limit its access to the system during remediation.
 2. Audit logs shall be implemented for all systems on the Seminole County's network. All attempted violations of system security must generate an audit log. Audit logs must be secured against unauthorized access or modification.
- S. Location of Performance:
1. Except where Vendor obtains Seminole County's prior written approval, Vendor shall perform all the Services only from or at locations within the geographic boundaries of the continental United States. Any Seminole County approval for the performance of Services outside of the continental United States shall be limited to the specific instance and scope of such written approval, including the types of Services and locations involved. Seminole County shall not allow access to the system outside the United States.
- T. Data ownership:
1. All Seminole County documents, contents and related data in any form stored in the vendor's system is solely the property of Seminole County.
 2. At the time of termination of this contract for any reason, all Seminole County data must be provided or made available to Seminole County in an acceptable electronic form
-

and can be reconstructed by Seminole County on their system to determine

the relational aspect of the data. No Organization Data may remain on the Vendor's or associated vendors system or shared with anyone 90 days after such an event.

U. Backup, Disaster Recovery and Upgrades:

1. Describe procedures to verify that backup and restoration processes were run appropriately. Explain if backup copies are stored in the secure offsite location.
2. Describe the Vendor's Disaster Recovery Plan (DRP) and recovery of all stored documents, system configuration/setup.
3. Describe how the Vendor conduct upgrades of the solution, as they become available, to strengthen and update functionality, as well as ensure Seminole County is operating on the most current version of the solution.

V. Communication/Coordination:

1. The Vendor shall notify Seminole County of upgrades to new technologies and coordinate the implementation of new functionalities when planning changes to original features and applications.

2.9. Incident Response Requirements

- A. Describe the Vendor plan for compliance with all applicable breach notification laws, including Seminole County's Personal Information Notification and provide a Root-Cause analysis report.
- B. The Vendor must provide a report to Seminole County within 5 business days about any potential breaches or unintended disclosures of confidential information, including steps Vendor is taking to rectify the potential breach or unintended disclosure.
- C. Incident response actions that may affect confidential information must be conducted quickly and with ample resources and provide a Root-Cause analysis report..
- D. Seminole County shall have the right to view all incident response evidence, reports, communications, and related materials upon request.
- E.

2.10. Services Scope

Required Services

- Project Management
- Software Installation/Set-up

- Security Design and Configuration
- Business Design/Software Configuration
- Technical Design and Standards
- Data Conversion and Migration
- Business Analytics, Report and Form Development

Solution Development

- Interface Development
- Testing
- Training Services
- Change Management
- Knowledge Transfer to Staff
- System Documentation Development
- Deployment
- Ongoing Support and Maintenance Services

EXHIBIT B

SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), 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. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “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 Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (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 earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). 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 (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) 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 (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. 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. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, 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 the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. 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.

3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. “Professional Services” shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, 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 Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) 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 within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV’s request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. 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 pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. 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, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. 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.
- b) Program Documentation; Training Materials. "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. 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.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

- e) Limitations. Unless otherwise specified in the Order Form, 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 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 owns 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. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, 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. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
- c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
- d) Data Responsibilities.
- i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) 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 (c) the collection, use, modification, alteration, extraction,

retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. 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.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) 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.
- 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 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 OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) 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.
- i) 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.
- ii) 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.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH

PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. Text Message Communications. NEOGOV may offer 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 any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. 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.
18. Publicity. Any use of the Customer's logo shall require the written consent of Customer prior to use.
19. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party'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, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. 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. 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.
21. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, 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. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form 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 Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). 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 parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
22. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Seminole County, Florida.

- b) **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. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) **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 Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) **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.
- e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature 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.
- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as 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. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any

access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit B Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“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”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

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> and/or <https://apidocs.powerdms.com> 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 charge 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 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.

Exhibit B
Order Form



NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Mitch Boland

Seminole, County of (FL)
1101 E. 1st Street
Sanford, FL 32750
USA

Quote Valid From: 11/22/2023
Quote Valid To: 4/30/2024

Quote Number: Q-13567
PaymentTerms: Annual,Net 30
Subscription Term in Months: 12

Employee Count: 1,000
Order Summary

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Learn Subscription	RECURRING			\$42,695.00
Learn Setup	ONE-TIME			\$8,800.00
Single Sign On Subscription	RECURRING			\$2,373.00
Single Sign On Setup	ONE-TIME			\$3,150.00
Employee Import Subscription	RECURRING			\$3,473.00
Employee Import Setup	ONE-TIME			\$6,615.00
Course Management Import (LE) Subscription	RECURRING			\$3,473.00
Course Management Import (LE) Setup	ONE-TIME			\$2,205.00
Year 1 TOTAL:				\$72,784.00

ORDER TOTAL (USD) : **\$72,784.00**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

1. Notwithstanding anything to the contrary in the NEOGOV Services Agreement, the following terms shall apply:

- (a) Any use of the Customer's logo shall require the written consent of Customer prior to use; and
- (b) Section 22(a) of the NEOGOV Services Agreement shall be amended and restated as follows: "Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court Seminole County, Florida."

"Seminole, County of (FL)"

NEOGOVS

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

EXHIBIT C - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

**S
H
I
P**



ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**V
E
N
D
O
R**

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

ORDER INQUIRIES

This Purchase Order is subject to the terms of the Agreement dated [_____], entered into between Seminole County and Governmentjobs.com, Inc.

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00
-----------------------------------------------------------------------------------------------	--	---------------------	--------------

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 I FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

5. Pricing Proposal

COST AND TIME PROPOSAL

Provide a comprehensive price proposal to all associated costs and attach a detailed time frame for each item described below.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Annual Recurring Costs:					
1	Annual Subscription Fee(s)	1	Each	Learn - \$42,695	\$42,695
2	Service Level Agreements (SLAs) associated with subscription, and associated breach thresholds	1	Each	N/A	N/A
3	Any additional annual or monthly services fees additional to the annual subscription fee	1	Each	N/A	N/A
4	Other/Miscellaneous	1	Each	SSO - \$2,373 Employee Import - \$3,473 Course Management Import - \$3,473	\$2,373 \$3,473 \$3,473
One Time Costs:					
1	Implementation Fees	1	Each	Learn - \$8,800	\$8,800
2	Training Fees	1	Each	Training Fees are included in Implementation Fees.	N/A
3	All options that are offered	1	Each	See below.	N/A
4	Other/Miscellaneous	1	Each	SSO - \$3,150 Employee Import - \$6,615 Course Management Import - \$2,205	\$3,150 \$6,615 \$2,205
					TOTAL: \$72,784

- Single Sign On (SSO) - Optional service. Sync the Neogov login process with your Active Directory for SSO.
- Employee Import - Optional service. Ongoing flat file import to keep employees in Neogov up to date with your system of record.
- Course Management Import - Optional Service. Ongoing flat file import to bring external course completion data into Learn.

Agreement Name: Learning Management System Replacement

Agreement Number: RFP-604655-23/MHH

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604655-23/MHH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach. DATED this _____ day of _____, 20____.

Consultant Name _____
 By: _____
 Print/Type Name: _____
 Title: _____

DocuSigned by:
 Laura Rice
 807DDA871754407...

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this ____ day of _____, 20____, by _____ (Full Name of Affiant).

DENISE MARLOWE
 NOTARY PUBLIC
 STATE OF FLORIDA
 Commission #HH298738
 My Commission Expires 9/18/2026
 ONLINE NOTARY

 Print/Type Name _____
 Notary Public in and for the County
 and State Aforementioned
 My commission expires: _____

Confidential Information and Data Processing Addendum

This Confidential Information and Data Processing Addendum (this “**DPA**”) is attached and made part of the Software Services Agreement (the “**Agreement**”) between Seminole County (the “**County**”) and the Contractor (collectively, “**Parties**,” individually, “**Party**”), which collects, transmits, uses, maintains, or processes Personal Information (as defined in Section 1.2, below) on behalf of the County pursuant to the Agreement (as identified in the Agreement, including the Scope of Services).

1. General

- 1.1. Capitalized terms used but not defined in this DPA will have the meanings assigned to them in the Agreement and, if not defined in either this DPA nor the Agreement, shall have the ordinary meaning in the field of information technology services. Contractor may process and/or receive “personal information” or “personal data” from, or on behalf of, the County. “Personal Information” or “Personal Data” shall be defined as information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (herein referred to as “Personal Information”).
- 1.2. In connection with providing services to the County, the County and Contractor may each share Confidential Information with the other Party. With respect to the County, “Confidential Information” means all data, information, and material provided by, or received from, the County that is statutorily exempt from applicable public records laws. For avoidance of doubt, all Personal Information will be deemed and treated as the County’s Confidential Information. With respect to Contractor, “Confidential Information” means those documents and materials provided by Contractor that (i) qualify as Trade Secrets (as defined in Sections, 119.0715(2) and 688.022, F.S.), and (ii) are clearly labeled or marked as “TRADE SECRET” upon delivery to the County. Vendor understands and agrees that it must label all Trade Secrets in writing upon delivery to the County to invoke exemptions from applicable public records laws.
- 1.3. The Contractor to this DPA agrees that Contractor will treat as confidential all information provided by, or collected on behalf of, the County, including, without limitation, unencrypted Personal Information and non-public information to the extent authorized by Florida Statutes.
- 1.4. Notices required under this DPA shall be sent according to the Services Agreement with a copy (which shall not constitute notice) to both the usual point of contact or support at the County and via email to: **purch@seminolecountyfl.gov** with the subject line as: “Data Processing Addendum Notice.”
- 1.5. The Contractor shall carry out the services and process Personal Information received from, or collected on behalf of, the County as set out in the Agreement or as otherwise notified in writing by the County to the Contractor during the term of the Agreement.

2. Observance of Laws, Regulations, and Standards

- 2.1. The Contractor, when applicable, will ensure that the data designated for collection, transfer, or processing as part of agreed upon services will be collected, transferred, and processed in a fully compliant manner to enable the County to meet relevant requirements of all laws, regulations, and contractual requirements applicable to the County, including, but not limited to, the current versions of:
 - 2.1.1. Personal Identifiable Information
 - 2.1.1.1. Florida Information Protection Act (F.S. 501.171);
 - 2.1.1.2. Any other similar laws currently in effect or that may come into effect during the term of the Agreement, including the laws of states other than Florida, to the extent Contractor collects or processes Personal Information of residents of other states in connection with the Agreement;

3. Permitted Uses and Disclosures

31. Personal Information
 - 31.1. Contractor shall use, disclose, and retain all Personal Information:
 - 3.1.1.1. As specifically authorized in the Agreement and this DPA;
 - 3.1.1.2. Solely for the purpose of performing the services described in the Agreement; and
 - 3.1.1.3. In accordance with applicable laws, standards and regulations.
 - 31.2. Contractor shall not sell, rent, transfer, distribute, or otherwise disclose or make available any Personal Information to any third party without prior written permission from the County, unless and to the extent required by law or otherwise required to perform the services under the Agreement. To the extent Contractor may disclose Personal Information to third parties, such third parties must be subject to written data processing addenda that are consistent with, and at least as protective of the Personal Information as, this DPA. Contractor understands that under no circumstance will it, or any third parties, process Personal Information outside of the United States.
 - 31.3. Contractor shall:
 - 3.1.3.1. promptly notify the County of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Personal Information provided by, or collected on behalf of, the County;
 - 3.1.3.2. Consult with the County regarding its response to the extent legally permissible;
 - 3.1.3.3. Cooperate with the County's reasonable requests at County's expense in connection with efforts by the County to intervene and quash or modify the legal order, demand or request; and
 - 3.1.3.4. Upon the County's request, provide the County with a copy of its response.
32. Other Confidential Information
 - 32.1. Contractor shall treat all County Confidential Information as strictly confidential and (i) shall not use such information for any purpose other than providing services to and for the benefit of the County as required under the Agreement, (ii) shall not (absent written consent from the County) disclose any County Confidential Information to any person or entity other than as set forth in this Agreement, (iii) take all appropriate and commercially reasonable steps to protect such Confidential Information, and (iv) promptly notify the County in writing in the event of any actual unauthorized disclosure or use of County Confidential Information.
 - 32.2. The obligations for protection, non-use and non-disclosure of County Confidential Information hereunder must last during the term of the Agreement and for so long thereafter as the applicable County Confidential Information is not subject to disclosure under statutory public records laws.
 - 32.3. Contractor understands and agrees that Confidential Information received from the County must be treated as Confidential Information subject to the protection of this Section 3.2.. The County understands and agrees that information and material properly independently developed or legally obtained from third party sources, in each case without use of or reference to County Confidential Information, shall not be considered County Confidential Information pursuant to this Section 3.2.
33. All Personal Information shall be deemed and treated as Confidential Information and shall be protected, processed, stored and otherwise handled (i) as Confidential Information, and (ii) as required by applicable laws.
34. If the County receives a subpoena, warrant, public records request pursuant to Chapter 119, F.S., or other legal order, demand or request seeking Confidential Information (including without limitation Personal Information) provided by, or on behalf of, the County and maintained by Contractor, the County will notify Contractor of such request. Upon such notice, Contractor shall promptly supply the County with copies of materials and data required for the County to respond. Contractor shall further cooperate with the County's reasonable requests in connection with its response at County's expense. Should the County receive any subpoena, warrant, or other legal order, demand or request seeking Contractor Confidential Information, the County shall promptly notify Contractor of such request and shall cooperate with Contractor's reasonable requests in connection with its response provided, however, that at all times the County shall comply with all applicable laws and orders in its sole discretion.
35. Under no circumstances will Contractor disclose or use any Personal Information, , or other Confidential Information for any purposes whatsoever other than (i) to provide services to the County subject to the Agreement, or (ii) as otherwise required by law after providing all reasonable notice to the County, both during and after the term of the Agreement.

4. Data Security Obligations.

4.1. Contractor shall:

- 4.1.1. Implement a comprehensive information security program which includes generally accepted best practices for industry cybersecurity, as defined in F. S. § 282.3185, and technical and administrative safeguards to protect the confidentiality of Personal Information that are no less rigorous than commercial best practices for information security;
- 4.1.2. Keep all Personal Information contained in any format (e.g., paper, computer system, and removable media) in a secure facility where access of unauthorized personnel is restricted;
- 4.1.3. Ensure that all Personal Information received from, or collected on behalf of, the County remains in the continental United States at all times (subject to County only accessing the system from the United States);
- 4.1.4. Install up-to-date firewall protection and operating system patches for files containing Personal Information on a system that is connected to any network;
- 4.1.5. Install up-to-date versions of system security agent software which includes malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis, on systems vulnerable to malware and containing or channeling access to systems containing Personal Information;
- 4.1.6. Implement secure user authentication protocols including:
 - 4.1.6.1. Control of user IDs and other identifiers;
 - 4.1.6.2. A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as token devices;
 - 4.1.6.3. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - 4.1.6.4. Restricting access to active users and active user accounts only; and
 - 4.1.6.5. Blocking access to user identification after multiple unsuccessful attempts to gain access or exceeding the limitation placed on access for the particular system;
- 4.1.7. Implement secure access control measures that:
 - 4.1.7.1. Restrict access to records and files containing Personal Information to those who need such information to perform their job's duties; and
 - 4.1.7.2. Assign unique identifications plus passwords, which are not Contractor supplied default passwords, to each person with computer access that are reasonably designed to maintain the integrity of the security of the access controls;
- 4.1.8. Use strong encryption in the following situations:
 - 4.1.8.1. When Personal Information is transmitted over a public network;
 - 4.1.8.2. When Personal Information is stored in non-removable media prior to, or after, processing; and
 - 4.1.8.3. When Personal Information is stored on removable media and that media is in transit between physical locations;
- 4.1.9. Provide ongoing employee training with respect to its information security program, the proper use of the computer security system, and the importance of Personal Information security;
- 4.1.10. Ensure that any employee or contractor of the Contractor who has access to Personal Information resides, and accesses such Personal Information while, in the continental United States;
- 4.1.11. Designate responsibility for maintaining Contractor's comprehensive information security program;
- 4.1.12. Oversee its third-party service providers by taking reasonable steps to select and retain third-party service providers that are capable of maintaining security measures to protect Personal Information consistent with the Agreement, including the Scope of Services, this DPA, and applicable laws;
- 4.1.13. Review the scope of its comprehensive security program at least once a year for the term of the Agreement; and
- 4.1.14. Document responsive actions taken in connection with any incident involving a Security or Privacy Breach, and mandatory post-incident reviews of events and actions taken, if any, in order to make changes in business practices relating to the protection of Personal Information, and promptly provide such documentation to County.
- 4.1.15. Maintain plans for business continuity, disaster recovery, and backup capabilities and facilities designed to ensure the Contractor's continued performance of its obligations under the Agreement, including, without limitation, loss of production, loss of systems, loss of equipment, failure of carriers and the failure of the Contractor's or its supplier's equipment, computer systems or business systems ("Business Continuity Plan"). Such Business Continuity Plan shall include, but shall not be limited to, testing, accountability, and corrective actions designed to be promptly

implemented, if necessary. Contractor represents that, as of the date of this DPA, such Business Continuity Plan is active and functioning normally in all material respects. Contractor shall perform a comprehensive test of its Business Continuity Plan no less than once per calendar year. Contractor further represents that, all parties that are storing or processing unencrypted Personal Information, as part of the Business Continuity Plan or otherwise, must agree to and abide by a Data Protection Agreement similar to this DPA. Contractor shall provide a copy of its Business Continuity Plan the County upon request, at no charge.

5. Additional Rights and Obligations

51. Contractor grants the County the right to take appropriate and reasonable steps to monitor Contractor and ensure Contractor's use of Personal Information is consistent with all privacy rights and obligations, whether statutory, regulatory, based in common law, contractual, or otherwise. These steps may include, but are not limited to, ongoing manual reviews, automated scans, regular assessments, audits, or other policy review or technical and operational testing at least once every 12 months. As an alternative to a County-requested review, assessment, audit, or testing, Contractor, at its own expense, may arrange for a qualified and independent assessor, using an appropriate and accepted control standard or framework and assessment procedure, to conduct such review, scan, assessment, audit, or other policy review and testing of Contractor's policies and technical and organizational measures to satisfy its obligations under this DPA. Contractor shall provide a summary report of all such review, scan, assessment, audit, or test to the County upon request.
52. Contractor grants the County the right, upon request and notice, to take reasonable and appropriate steps to stop and remediate any and all unauthorized use of Personal Information.
53. To the extent Contractor obtains a SOC2 audit report regarding its operations or any system or data relating to the Personal Information, Contractor shall make a summary of such report available to the County upon request and at no charge. To the extent such report or assessment determines that Contractor's processes, systems, networks or operations have a material deviation from the applicable standard or best practices, (Contractor shall promptly provide a reasonably detailed remediation plan and provide regular updates to the County on the completion of such plan, and (iii) the County shall have the right to suspend or terminate Contractor's processing of Personal Information without charge or penalty until such deviation has been corrected, or to terminate the Agreement with no charge or penalty in the event such deviation is not timely corrected.

6. Security or Privacy Breach

61. For purposes of this DPA, the term, "Breach of Security" or "Breach" has the meaning given to it under the applicable Florida Statute (F.S. 501.171(1)(a)), applicable state or federal rule/regulation, or contractual obligation.
62. Upon becoming aware of a Breach of Security or Breach, or of circumstances that have resulted in unauthorized access to or disclosure or use of Personal Information, Contractor shall notify the County in the most expedient time possible and without unreasonable delay, fully investigate the incident, and reasonably cooperate fully with the County's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personal Information was involved, regulatory agencies, or other entities, without prior written permission from the County.
63. The report provided under section 6.2 of this DPA shall identify:
 631. The nature of the unauthorized access, use, or disclosure;
 632. The Personal Information accessed, used, or disclosed;
 633. The person(s) or entities who accessed, used, and disclosed and/or received Personal Information (if known);
 634. What Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure;
 635. What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure;
 636. Contractor shall provide such other information, including a written report, as requested by the County.
64. In the event of any Breach of Security or Breach, the County shall have the right to suspend or terminate Contractor's processing of Personal Information without charge or penalty until such breach has been corrected, or to terminate the Agreement with no charge or penalty in the event Contractor does not timely correct the cause of the breach, fully cooperate with the County in any remediation effort, and take such other corrective actions as the County may reasonably require, all in a timely fashion.
65. Under no circumstances will Contractor make any public statement regarding any Breach of Security or Breach that relates to any Personal Information without the prior written consent of the County.

7. Other Obligations of Contractor

7.1.

7.2. For 90 days following termination or expiration of the Agreement, Contractor will promptly make available in a manner compatible with the information technology systems of the County, the Confidential Information (including without limitation all Personal Information) in its possession that was provided by, or on behalf of, the County, unless otherwise required by applicable law.

8. Obligations of the County

81. The County is solely responsible for:

- 81.1. Ensuring that any consents required by law and/or the County policies and procedures for the collection, access, use, maintenance, and/or disclosure of the Personal Information have been obtained from each individual and entity (including, without limitation, consumers, business Clients, and/or the County's employees and contractors) to whom the Personal Information relates, when it is the County that directly collects, accesses, uses, maintains, and/or discloses that Personal Information;
- 81.2. Rendering any Personal Information on its systems unusable, unreadable, or indecipherable to unauthorized individuals in accordance with industry standards. The County acknowledges that it is the County's responsibility to encrypt all data on the County's systems and media components prior to providing such Personal Information to Contractor for any reason;
- 81.3. Establishing the applicable information security safeguards and associated policies for protecting Personal Information in its facilities; and

9. Miscellaneous

- 91. Any ambiguity in the terms of this DPA will be resolved to permit Contractor or the County to comply with applicable laws.
- 92. To the extent there are any inconsistencies between the terms of this DPA and the terms of the main body of the Agreement, the main body of the Agreement will prevail.