

MyNEOED Addendum

This MyNEOED Addendum (“Addendum”) applies to Customer’s use of the MyNEOED Feature made available by Governmentjobs.com, Inc. d/b/a NEOED (“NEOED”) as part of the Services.

1. Scope

The MyNEOED Feedback Submission Feature (“Feature”) enables authorized users to voluntarily submit support requests, bug reports, feature requests, suggestions, screenshots, screen recordings, voice recordings, attachments, annotations, comments, diagnostic information, and other materials relating to the Services (“Submitted Materials”). This Addendum supplements the NEOED Services Agreement (the “Agreement”) solely with respect to Customer’s use of the Feature.

2. Optional Feature and Acknowledgement Regarding Use

Use of the Feature is entirely optional. Customer may continue to submit support requests through NEOED’s standard support channels without using the Feature.

Customer acknowledges and agrees that the Feature is not a FedRAMP-authorized offering and is not intended for the submission, processing, or storage of Criminal Justice Information ("CJI") subject to the FBI Criminal Justice Information Services (“CJIS”) Security Policy, or otherwise to satisfy Customer's legal, regulatory, contractual, security, or internal compliance requirements, including, without limitation, requirements relating to FedRAMP, the CJIS Security Policy, or other similar federal, state, local, or agency-specific security or compliance frameworks.

Customer is solely responsible for determining whether to use the Feature and for ensuring that any Submitted Materials provided through the Feature comply with the Agreement and Customer’s applicable legal, regulatory, contractual, and internal obligations.

Customer further acknowledges that Submitted Materials may be processed through NEOED's standard support, issue management, storage, and operational systems.

3. Customer Responsibilities

Customer is solely responsible for all Submitted Materials provided through the Feature. Customer represents and warrants that:

- it has the legal right to provide the Submitted Materials to NEOED;
- the Submitted Materials do not violate applicable law or third-party rights;
- submission of the Submitted Materials does not breach any confidentiality obligation applicable to Customer; and
- the Submitted Materials are reasonably necessary to demonstrate the reported issue, suggestion, or request.
- it has reviewed the Submitted Materials and removed or redacted information not reasonably necessary to demonstrate the reported issue, where practicable.

4. Sensitive Information

Customer shall not intentionally submit Sensitive Information unless strictly necessary to reproduce or demonstrate the reported issue. Prior to submission, Customer shall review all Submitted Materials and, where available, use the redaction tools provided within the Feature to remove or obscure information that is not reasonably necessary for NEOED to investigate the submission.

Examples of information that should not be submitted unless necessary include:

- passwords;
- multi-factor authentication codes;
- API keys, access tokens, encryption keys, or credentials;
- Social Security numbers or other government identification numbers;
- financial account or payment card information;
- protected health information;
- confidential personnel records;
- criminal justice information;
- information relating to minors; and
- any information prohibited from disclosure by applicable law, regulation, or contract.

Customer acknowledges that Submitted Materials may inadvertently contain personal information or confidential information and agrees to minimize such information to the extent reasonably practicable. Customer assumes responsibility for any Sensitive Information Customer elects to submit through the optional Feature.

5. License to Submitted Materials

Customer retains ownership of its underlying data and content. Customer grants NEOED and its affiliates a non-exclusive, worldwide, royalty-free license during the Term of the Agreement and thereafter, solely to the extent reasonably necessary to maintain Customer's support history, to comply with legal obligations, resolve disputes, enforce the Agreement, or otherwise exercise the rights granted under this Addendum to host, store, reproduce, transmit, display, analyze, modify, create excerpts from, and otherwise use Submitted Materials solely as reasonably necessary to:

- investigate reported issues;
- reproduce reported behavior;
- provide customer support;
- diagnose defects;
- improve the Services;

- develop bug fixes and product enhancements;
- perform quality assurance and testing;
- maintain the Services; and
- comply with legal obligations.

6. Feedback

To the extent Submitted Materials include suggestions, ideas, recommendations, enhancement requests, feature requests, comments, bug reports, or other feedback regarding the Services (“Feedback”), Customer agrees that:

(a) Feedback is provided voluntarily;

(b) NEOED shall own all right, title, and interest in and to any improvements, modifications, enhancements, derivative works, or other intellectual property conceived, developed, or created by or on behalf of NEOED based upon, derived from or arising out of such Feedback; and

(c) Customer hereby assigns to NEOED all right, title, and interest in and to the Feedback itself. To the extent such assignment is ineffective under applicable law, Customer grants NEOED a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free license to use, reproduce, modify, distribute, display, create derivative works from, commercialize, and otherwise exploit such Feedback for any lawful purpose without further consent or compensation.

For clarity, nothing in this Section transfers ownership of Customer’s underlying data, confidential information, or other pre-existing intellectual property.

7. Authorized Processing

Customer acknowledges that Submitted Materials may be reviewed and processed by NEOED personnel and authorized subcontractors with a legitimate business need for purposes including customer support, issue resolution, engineering, product improvement, quality assurance, security, and system administration. Submitted Materials may be processed through NEOED’s customer and product support, issue management, storage, analytics, and operational systems.

8. Automated Processing

NEOED may use automated technologies, including artificial intelligence, to assist in categorizing, routing, summarizing, analyzing, prioritizing, responding to, or otherwise processing Submitted Materials. Except as expressly provided in the Agreement, Submitted Materials will not be used to train publicly available or third-party foundation models.

9. Retention

Submitted Materials may be retained for as long as reasonably necessary to provide support, improve the Services, satisfy legal obligations, resolve disputes, enforce the Agreement, or comply with NEOED’s applicable retention practices.

10. Removal or Rejection

NEOED may reject, suspend, remove, or disable access to Submitted Materials that violate this Addendum, the Agreement, applicable law, or NEOED's acceptable use requirements.

11. No Obligation to Implement

Submission of Submitted Materials or Feedback does not obligate NEOED to investigate, respond to, implement, or incorporate any requested feature, enhancement, correction, or suggestion, except as otherwise expressly provided in the applicable support commitments under the Agreement.

12. Privacy

NEOED's collection and processing of personal information contained within Submitted Materials will be governed by the Agreement, including any applicable data processing addendum between NEOED and Customer.