

SERVICES AGREEMENT

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Customer agrees that by placing an order through a NEOED standard ordering document 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”, “NEOED”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOED), for and on behalf of itself and its subsidiaries (collectively, “NEOED” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOED client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOED 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.NEOED.com/service-specifications> (the “NEOED 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 NEOED 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”). In addition, to the extent NEOED provides Customer with access to additional NEOED software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOED’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) the date of Customer signature on an applicable Order Form; or (ii) use of the Services commences for the Initial Term or Renewal Term, as applicable (the “Effective Date”).
2. SaaS Subscription. “SaaS Applications” means each proprietary NEOED web-based software-as-a-service application set forth on an Order Form and subsequently made available by NEOED to Customer. NEOED may make written service specifications or technical documentation available to Customer (“Service Specifications”). Service Specifications describe the SaaS Applications as a general matter, are provided for informational purposes only, do not constitute representations or warranties, and are not incorporated into this Agreement unless expressly attached as an exhibit and incorporated by reference herein. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOED 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 under the Order Form. 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 NEOED or its affiliates. In addition, Customer shall not access, and shall not permit any third party to access, the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.
3. Customer Responsibilities.
 - a) Managing the Subscription. Customer may use the Services in a manner consistent with the terms of this Agreement. Customer will provide NEOED all information needed to process the Order Form to activate the subscription and provision the Services to the Customer.
 - b) Managing Authorized Users.
 - i) Authorized Users. Customer is responsible for: (A) managing the Authorized Users on its account on the Services, and (B) each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement. Customer is solely in control of the individual permissions on the Customer’s

account. Authorized Users may be designated by department, division, or business unit of Customer (each, a “Permitted Division”) on the applicable Order Form or in writing to NEOED, and in such case, Authorized Users shall access and use the Services solely for the benefit of their designated Permitted Division(s). Customer shall not reassign Authorized Users across Permitted Divisions, or permit Authorized Users to access Customer Data of any other division, department, or business unit, without NEOED’s prior written consent, and any such expansion may be subject to additional fees.

- ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User’s lawful use of Customer Data and the operation of the Services; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Services, or Customer’s failure to fulfill its obligations under the Agreement or applicable law. 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 NEOED 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.

- a) Professional Services. “Professional Services” shall mean consulting, implementation and/or training services concerning the SaaS Applications as detailed in an Order Form or NEOED Scope of Work (“SOW”). Each Order Form or SOW will describe the work to be performed, fees, and any applicable milestones, dependencies, and technical specifications. Professional Services are subject to the Professional Services Addendum available on the NEOED Site and incorporated herein. Order Forms or SOWs must be signed by Customer before NEOED commences work. If Customer executes a separate SOW, this Agreement and its incorporated documents (including the Professional Services Addendum) will control in the event of any conflict. NEOED retains all right, title, and interest in and to any deliverables, tools, know-how, or other materials developed, created, or provided in connection with the Professional Services, excluding Customer Data.
- b) Implementation. For an additional fee as detailed on an applicable Order Form, NEOED 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 administrators grasp the system. Implementation is conducted off-site unless otherwise agreed in the Order Form. The length of the implementation time is dependent on the type of Service and the Customer’s responsiveness. NEOED 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, NEOED may, in its sole discretion, extend all performance dates as NEOED deems reasonably necessary.
- c) Product Documentation; Training Materials. “Product Documentation” means all user guides, training, implementation materials, and Service descriptions provided by NEOED to Customer in connection with the Services. NEOED grants Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute the Product Documentation internally via non-public platforms during the Term solely for Customer’s internal business purposes in connection with its use of the Services. Primary training is conducted by self-review of online materials. NEOED’s pre-built online training consists of tutorials introducing standard features and functions (the “Training Materials”), which may be used as reference material by Customer Personnel.

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 NEOED's invoice. Fees shall be invoiced annually in advance. For multi-year Terms, the fees for the first year shall be invoiced upon execution and the fees for future years shall be invoiced annually in advance of each subsequent 12 month period unless otherwise set forth on the Order Form, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order Form. 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 NEOED 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, NEOED 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 NEOED 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, NEOED may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least sixty (60) days' notice prior to commencement of a Renewal Term. New pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOED, (b) remits payment to NEOED 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 NEOED's net income or those exempt by applicable state law. Customer shall provide NEOED with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOED's request therefor.
 - c) Disputed Invoices. If Customer, in good faith, disputes any portion of an invoice, Customer shall notify NEOED in writing within ten (10) days after the invoice date, describing the nature of the dispute in reasonable detail; otherwise, the invoiced amounts shall be deemed accepted. Customer shall timely pay all undisputed portions of the invoice. The parties shall cooperate in good faith to promptly resolve any disputed amounts, and any amounts ultimately determined to be payable to NEOED shall be due within ten (10) days after resolution and may accrue late fees from the original due date.
 - d) Purchase Orders. 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. NEOED'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. Failure by NEOED to reference a Customer purchase order number on an invoice shall not relieve Customer of its obligation to pay amounts due when invoiced, and issuance or acceptance of a purchase order is not a condition precedent to NEOED's right to payment.
6. Term and Termination. Either party may terminate this Agreement at any time when there is no Order Form then in effect by giving the other party thirty (30) days written notice.
- 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 their respective obligations hereunder, unless it is terminated earlier in accordance with this Agreement. The initial term of the SaaS Subscriptions shall be as specified in the Order Form and shall remain in effect for the term specified therein (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 Services is separate from any other order for any other Services. Customer may purchase certain Services independently of other Services. Customer's obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
 - 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 the non-breaching party's written specification of the breach. NEOED 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, NEOED or any third party, or become illegal or contrary to any applicable law, rule, or regulation. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other

NEOED 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 NEOED under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOED may remove Customer Data from NEOED Services and without Customer consent or notice.

7. **Audit Rights.** Upon reasonable notice, NEOED 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 NEOED was underpaid, Customer shall within three (3) business days pay to NEOED the amount due. All expenses associated with any such audit shall be paid by NEOED 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 NEOED.
8. **Maintenance; Modifications; Support Services.**
 - a) **Maintenance, Updates, Upgrades.** NEOED manages the hardware and software infrastructure for the Services, which may be hosted or operated by third-party service providers. NEOED 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 NEOED software that NEOED 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 NEOED software such as platform updates, and major product enhancements and/or new features that NEOED makes commercially available. NEOED shall have no obligation to provide Upgrades to Customer.
 - b) **Support.** NEOED shall provide support for the Services in accordance with the Service Level Agreement made available on the NEOED Site, which is hereby incorporated herein by reference and made part of this Agreement (the "SLA"). Support hours, response times, priority classifications, and escalation procedures are governed by the SLA. To the extent of any conflict between this Section and the SLA, the SLA shall control.
 - c) **Limitations.** Unless otherwise specified in the Order Form, this Agreement does not obligate NEOED 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. NEOED has no obligation to maintain or support any beta, trial, proof of concept, or evaluation features or services, which are provided "as is" and may be modified or discontinued at any time.
9. **NEOED Intellectual Property.**
 - a) NEOED shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOED 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 NEOED and all proprietary rights embodied therein (collectively, the "NEOED Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOED Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOED. All use of NEOED trademarks must be pre-approved by NEOED 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.
 - b) Customer may, but is not obligated to, provide NEOED with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). All Feedback shall be the sole and exclusive property of NEOED and may be used by NEOED in any way without restriction or obligation to Customer.
10. **Data Processing and Privacy.**
 - a) **Customer Data.** "Customer Data" shall mean all data provided to NEOED by Customer or provided by a third party to NEOED in connection with NEOED's provision of Services to Customer including Personnel data collected, loaded into, or located in Customer data files maintained by NEOED. NEOED Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOED 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 NEOED a worldwide, limited, non-exclusive, royalty-free license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. Upon notice to Customer, NEOED reserves the right to delete 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 NEOED otherwise reasonably believes any such content is in violation of this Agreement.

- b) Platform Data. “Platform Data” shall mean aggregated, anonymized, de-identified, or statistical data derived from the access to, use of, operation, or performance of the Services, including usage patterns, feature utilization, system interactions, performance metrics, analytics, trends, benchmarking data, and market or workforce insights. Platform Data does not identify Customer, any individual, or any user and cannot reasonably be used to do so. NEOED may use Platform Data for lawful business purposes, including to operate, support, improve, benchmark, and develop its products and services. NEOED will not attempt to re-identify Platform Data. NEOED shall exclusively own all right, title and interest in and to all Platform Data.
- c) Data Processing Agreement. The parties agree that the terms of the NEOED Data Processing Addendum (“DPA”) made available on the NEOED Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOED's processing of Personal Data (as defined in the DPA). In the event of any conflict between this Agreement and the DPA with respect to the processing of Personal Data, the DPA will control.
- d) Data Responsibilities.
 - i) NEOED will maintain commercially reasonable administrative, physical, and technical safeguards, consistent with industry standards, for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures designed for preventing access, use, modification or disclosure of Customer Data by NEOED 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.
 - 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. NEOED 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 Customer Data, (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, disclosure and transfer of any Customer Data. NEOED is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing or described in the Product Documentation, Customer shall not maintain any financial, health, payment card, or other similar 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. NEOED 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 NEOED’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. NEOED’s notice and any related communications are not an admission of fault or liability. Each party shall be responsible for its own obligations under applicable breach notification laws. If applicable law requires notice to affected individuals, regulators, or others, the Customer shall be responsible for notices relating to its relationship with such individuals unless otherwise required by law or finally determined to be the legal responsibility of NEOED.
- 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. If Customer cannot export or delete Customer Data using such features and functionality, NEOED will, upon Customer's written request, make the Customer Data available for export or destroy it. If Customer requires export in a format other than that provided by NEOED, such services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOED will have no obligation to maintain or provide Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer is solely responsible for determining its data retention obligations under applicable law, and NEOED disclaims all liability in connection with such determination. To the extent Customer retains Customer Data on NEOED's systems beyond any applicable legally required retention period, NEOED disclaims all liability in connection therewith, including any claims related to loss or destruction of such data. Notwithstanding the foregoing, NEOED may retain copies of Customer Data in system backups to the extent required by

applicable legal or regulatory obligations or for the establishment, exercise, or defense of legal claims, provided that any such retained data remains subject to the confidentiality and security obligations set forth herein until deleted.

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 NEOED 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. NEOED makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein and disclaims all liability in connection with the Third Party Services. NEOED may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOED 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, NEOED 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. NEOED Confidential Information includes the NEOED 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 without restriction 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 a duty of nondisclosure and 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, and its professional advisors (including legal counsel and auditors), 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, or are otherwise bound by statutory, regulatory, or professional obligations of confidentiality.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by court order or subpoena 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 may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may 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) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOED that: (i) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Services without violating any third party's proprietary or privacy rights, including Intellectual Property rights; (ii) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (iii) Customer will use the Services in compliance with all laws, rules, regulations, and this Agreement.

- c) Service Performance. NEOED's service performance obligations are governed exclusively by the Service Level Agreement ("SLA") made available on the NEOED Site, which is hereby incorporated herein by reference and made part of this Agreement. The SLA version in effect as of the Order Form execution date shall govern Customer's subscription for the applicable Term. The remedies set forth in the SLA constitute Customer's sole and exclusive remedy, and NEOED's entire liability, for any failure by NEOED to meet its service performance obligations. NEOED makes no representations or warranties regarding service performance beyond those expressly set forth in the SLA.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOED 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. NEOED DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Internet and Cloud Service Providers. NEOED DOES NOT AND CANNOT CONTROL THE FLOW OF DATA OVER THE INTERNET OR THROUGH THIRD PARTY CLOUD, HOSTING, TELECOMMUNICATIONS, STORAGE, OR OTHER INFRASTRUCTURE PROVIDERS, INCLUDING PROVIDERS USED TO HOST, STORE, PROCESS, TRANSMIT, OR SUPPORT THE SERVICES (SUCH AS AWS OR SIMILAR PROVIDERS). SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE AND AVAILABILITY OF INTERNET CONNECTIVITY AND THIRD PARTY SYSTEMS AND SERVICES THAT ARE OUTSIDE NEOED'S CONTROL. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT CUSTOMER'S ACCESS TO OR USE OF THE SERVICES. ALTHOUGH NEOED WILL USE COMMERCIALY REASONABLE EFFORTS TO MITIGATE AND AVOID SUCH EVENTS, NEOED CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOED DISCLAIMS LIABILITY FOR ANY DELAYS, INTERRUPTIONS, OUTAGES, DATA TRANSMISSION FAILURES, STORAGE FAILURES, LOSS OF CONNECTIVITY, OR OTHER PERFORMANCE ISSUES CAUSED BY OR RESULTING FROM SUCH THIRD PARTY SERVICES OR INFRASTRUCTURE PROVIDERS.
- f) No Medical Advice. Through certain Services, NEOED may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOED 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 NEOED 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. NEOED 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.
- g) Artificial Intelligence and Machine Learning. Artificial Intelligence and Machine Learning. NEOED may incorporate artificial intelligence and machine learning features within the Services. AI features will be disclosed within the Services interface. Customer may enable, disable, or configure each AI feature within its subscription in accordance with the controls made available by NEOED, which may vary by feature. The parties' rights and obligations regarding AI features are governed by the AI Addendum made available on the NEOED Site, which is hereby incorporated herein by reference and made part of this Agreement. The version of the AI Addendum in effect on the date Customer first activates any AI feature under this Agreement shall govern for the duration of the then-current Term, unless otherwise agreed in writing. NEOED shall retain the governing version of the AI Addendum on file and shall provide a copy to Customer upon written request.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, including laws providing for the sovereign immunity of government entities or limiting governmental liability, Customer will defend and indemnify NEOED from and against any claim, demand, suit or proceeding made or brought against NEOED (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) NEOED 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 NEOED intellectual property furnished by NEOED and used by Customer infringes a third party's intellectual property rights, NEOED 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 NEOED.
 - i) Alternative Resolution. If NEOED believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOED 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, NEOED 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. NEOED 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. NEOED 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 NEOED. NEOED 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 NEOED. NEOED 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 NEOED.
- 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, STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (iii) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (iv) COST OF REPLACEMENT GOODS OR SERVICES; (v) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (vi) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS 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, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOED FROM

CUSTOMER IN CONNECTION WITH THIS AGREEMENT UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST 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 NEOED requesting copies of documents maintained by NEOED or otherwise requesting NEOED to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall, to the extent permitted by applicable law, reimburse NEOED for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOED's reasonable attorneys' fees.
17. EOL Products. NEOED may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOED elects to announce EOL for any Service, NEOED will provide six (6) months prior notice. Notice may be provided via email to Customer's designated contact or via in-application notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service. NEOED's discontinuation of such Service shall not materially reduce the core functionality of the applicable Service during the notice period.
18. Text Message Communications. NEOED may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, citizen engagement or other human resource or public safety 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. NEOED 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. NEOED 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. NEOED cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOED shall not be responsible for your use of such features. Customer is solely responsible for obtaining all necessary consents from message recipients, providing legally required notices, honoring opt-out requests, and ensuring that any use of text messaging features complies with all applicable laws, rules, and industry standards (including, where applicable, the Telephone Consumer Protection Act).
19. Publicity. Unless otherwise provided in the applicable Order Form, NEOED may identify Customer as a customer of NEOED and use Customer's name, logo, and trademarks for identification, reference, and marketing purposes, including on NEOED's website, customer lists, sales materials, and promotional materials, subject to any reasonable trademark usage guidelines provided by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOED, 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, (j) failures or delays of cloud hosting providers or telecommunications carriers; or (k) any other cause beyond the reasonable control of such party.
21. Independent Contractor; Service Providers; Subcontractors; Cloud Providers.
 - a) Independent Contractors. 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 NEOED 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.
 - b) Service Providers; Subcontractors. NEOED may use third parties, affiliates, contractors, and service providers in connection with the provision of the Services, including providers of hosting, cloud, infrastructure, security, software,

staffing, development, maintenance, administrative, consulting, operational, or other general support services (“Service Providers”), and subcontractors specifically retained to perform customer-specific professional services under an applicable Statement of Work (“Subcontractors”). For purposes of this Agreement, a party shall not be deemed a Subcontractor unless expressly engaged to perform customer-specific services under a Statement of Work. NEOED may engage Service Providers without notice to or consent from Customer. Unless otherwise specified in this Agreement, NEOED remains responsible for the performance of the Services and will ensure that any Service Provider or Subcontractor with authorized access to Customer Data is bound by written confidentiality and data protection obligations materially no less protective than those set forth herein. Nothing herein limits NEOED’s obligations regarding subprocessors under the DPA.

- c) Cloud Providers. NEOED may use cloud infrastructure providers and other subprocessors in connection with the Services, and Customer acknowledges that it is commercially reasonable for Customer to rely on the security processes and measures utilized by such providers.

22. 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 NEOED Order Form shall supersede the terms in any non-NEOED 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) NEOED Order Form, 3) the NEOED 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 Customer subscribes to any product, module, functionality, or service that is subject to supplemental or product-specific terms, Customer agrees to the applicable addendum(s), policies, or supplemental terms made available on the NEOED Site, which are incorporated herein by reference.

23. General.

- a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, 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 Los Angeles, California.
- 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) NEOED at the address specified in the applicable Order Form, or to such other address as either party may designate by notice as provided herein.
- 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. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
- e. Electronic Delivery. The parties agree that signatures and records in electronic form are valid and enforceable. 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 an original signature.
- f. Assignment. Customer may not assign this Agreement without the express written approval of NEOED. 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. Headings are for convenience only and do not affect interpretation. As used herein, “including” means “including without limitation.”

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 on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under 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. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with 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) 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 NEOED to assert an exception to disclosure requirements to the extent permitted by the applicable Open Records laws.
5. **Sovereign Immunity.** Nothing in this Agreement is intended to waive, nor shall be construed as a waiver of, any immunities, defenses, privileges, or limitations of liability available to Customer under applicable law, including sovereign or governmental immunity.
6. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOED 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, and universities) (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 NEOED, be invoiced therefrom and make its own payments to NEOED in accordance with the terms of the contract established between the New Entity and NEOED. 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 NEOED, 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 NEOED 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.

Exhibit B Integration Terms Addendum

NEOED 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 NEOED Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent either (a) Customer utilizes a system integration between the Services and an affiliated integrated service, including those found at <https://api.NEOED.com/connect/marketplace.html> (“Affiliated API”), or (b) Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOED’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, NEOED 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 NEOED Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOED 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 NEOED. 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 NEOED; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOED-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.NEOED.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities. Customer will implement appropriate administrative, physical, and technical safeguards to protect the API and any credentials or secrets used to access it, including limiting access by least privilege, storing secrets securely, and using industry-standard transport encryption (e.g., TLS 1.2 or higher) for all integrations. Customer will ensure that any third-party vendors or developers involved with Customer Applications are bound by written obligations no less protective than those in this Agreement. Customer will promptly, and in no event later than seventy-two (72) hours after discovery, notify NEOED of any actual or suspected security incident involving the API, Customer Applications, or credentials that could affect the Services or Customer Data, and will cooperate with NEOED’s reasonable incident response and remediation efforts. Customer will maintain reasonable integration and access logs and make them available to NEOED upon reasonable request for the purpose of investigating security, performance, or abuse issues.
5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOED reasonably requests to enable the API. NEOED 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. NEOED will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOED. NEOED 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 NEOED control. NEOED is not responsible for changes to or outages of third-party systems, networks, or services; Customer is responsible for making any changes to Customer Applications necessitated by such third-party changes.

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, NEOED 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 NEOED 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. API keys and other authentication credentials are NEOED Confidential Information. Customer must keep credentials secure, not share them outside of Authorized Users with a need to know, and store them using industry-standard secret management. Customer will rotate and/or regenerate credentials as reasonably required by NEOED security guidelines and will immediately notify NEOED of any actual or suspected compromise, cooperating in any investigation and remediation. Customer is responsible for all use of the Open API under its credentials.
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 NEOED. If this occurs, NEOED reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOED 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 NEOED 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 NEOED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOED 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.

Open API Termination. Notwithstanding the additional Termination rights herein, NEOED may immediately terminate, suspend, throttle, or otherwise limit, in whole or in part, Customer access to Open APIs in NEOED's 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. For non-emergency termination or suspension unrelated to a breach, security, legal, or operational risk, NEOED will use reasonable efforts to provide advance notice. Termination or suspension of access to the Open API will not, by itself, terminate any paid Services under an Order Form, which will continue in accordance with their terms.