

ORDER FORM

Customer & Customer Address:

Bill To (if different than Customer Address):

City of Riverside, CA 3900 Main Street, Riverside CA 92522	
Quote Date: 4/3/19	Initial Term: <u>12 Months from the date of execution of this Agreement.</u>
Quote Valid To: 9/30/19	Billing Frequency: Annual

Annual Recurring Fees – Note: Bundled discounts below are included if modules are purchased together by 9/30/19.

Line	Description ¹	Initial Prorated Fee (10/1/19 – 7/30/20) ²
1.	Perform (PE) Subscription (Full year license with discount is \$38,914)	\$32,428.33
2.	Onboard (ON) Subscription (Full year license with discount is \$22,725)	\$18,937.50
3.	Learn (LE) Subscription	Not Included
4.	eForms (EF) Subscription	Not Included
5.	NEOGOV Integrations Subscription – Single Sign On (Full year license with discount is \$900)	\$750.00
Sub Total:		\$52,115.83

Non-Recurring Fees – Note: Bundled discounts below are included if modules are purchased together by 9/30/19.

Line	Description ¹	Non-Recurring Fees
NEOGOV Services		
6.	Perform (PE)	
	Setup and Implementation	\$7,500.00
	Training	\$5,000.00
7.	Onboard (ON)	
	Setup and Implementation	\$6,000.00
	Training	\$4,000.00
	Onboard form building as Professional Service	Not Included
8.	Learn (LE)	
	Setup and Implementation	Not Included
	Training	Not Included
9.	eForms (EF)	
	Setup and Implementation	Not Included
	Training	Not Included
10.	NEOGOV Integrations	
	Setup and Configuration – Single Sign On	\$2,000.00
Sub Total:		\$24,500.00
Order Total:		\$64,365.83

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

² Perform and Onboard Subscription Fees shall not increase more than 3% from the previous Term for the first three (3) Renewal Terms after execution of this Agreement. Thereafter, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term.

1. Description of Services.

- (a) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:
- Configurable Performance Evaluations
 - Ability to build Library of Goals, Competencies, and Writing Assistants
 - Shareable Competency Content
 - Development Plans
 - Configurable Process Workflows
 - Scored and Non-scored Rating Scales
 - Log of Performance Observations throughout the year
 - Peer Reviews & Multi-rater capability
 - Configurable Email Notifications
 - Automatic Evaluation Creation
 - Ability to perform actions in bulk for Employees & Evaluations
- (b) Onboard (ON). Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:
- Electronic Employee File of Onboard forms
 - Federal I9 and W4 forms
 - Checklists of tasks to create specific Onboard process by position, department, division or class spec
 - Configurable new hire portal
 - Ability to promote, rehire and offboard employees (task assignment based on new position)
 - Global form bank
 - Configurable Email Notifications
 - Automation of Onboard process
 - Build your own Onboarding forms. Onboard (ON) includes Federal I9 and Federal W4 forms which are updated as new versions are released. Additional forms or form maintenance is available from NEOGOV at the following cost:
 - Background forms \$295 per form
 - Dynamic Forms \$195 per form
 - Updates to existing forms \$200 an hour
- (c) Learn (LE). Learn (LE) is designed to provide a seamless experience for organizations to train and develop employees. LE addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learn (LE) will including the following:
- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
 - Ability to upload SCORM course content files
 - Certificates after course completion
 - Learner transcripts & class rosters
 - Course catalog with configurable categories for learners to browse
 - Centralized dashboard that displays all required and elective trainings (online and in-person) that employees are enrolled in
 - Hundreds of 'off-the-shelf' online courses
 - Learn Setup and Implementation will include the following activities:
 - NEOGOV will work with Customer staff to understand the existing processes, as well as other workforce business practices, where applicable.
 - NEOGOV will establish Customer's production environment.
 - All NEOGOV products will be implemented off-site.

- (d) eForms (EF). eForms is designed to provide customers the means to complete all employee paperwork online. Features include automated approval and signature routing, electronic personnel files, conversion of PDF files to online forms, e-signature, and automated notifications.
- (e) NEOGOV Training.
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
 - NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions and may be used as reference material by the staff conducting day-to-day activities.
- (f) NEOGOV Implementation. The following activities will be conducted as a part of the Services:
- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
 - NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
 - NEOGOV will establish Customer's production environment.
 - All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
 - Following NEOGOV product rollout, NEOGOV and Customer will confirm the rollout was completed successfully and that any production questions are addressed promptly.
- (g) NEOGOV Integrations. NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:
- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
 - Annual maintenance by NEOGOV
 - Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).
 - See technical documentation included in the relevant Export and Integration Guides for detailed information about each option.

2. Order Form Terms.



- (a) Payment Terms. Customer will pay all Fees set forth in the Order Form or SOW in accordance with the following: (i) NEOGOV Fees are invoiced annually in advance and NEOGOV may invoice all Fees due under this Agreement in one invoice for each invoice period; (ii) invoices shall be delivered to the stated "Bill To" party on the Order Form (iii) Customer shall pay NEOGOV the applicable fees (collectively, the "**Fees**") within the applicable time periods as follows:
- (A) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's execution and delivery of this Order Form;
- (B) Customer shall pay all training Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;
- (C) Customer shall pay all setup and implementation Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;
- (D) any other Fees owed by Customer to NEOGOV pursuant to this Agreement shall be paid by Customer within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor;
- (E) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor.

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

non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Exceptions include the Insight contract terms previously negotiated and items and terms mentioned in sub #2.

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

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

Customer:	NEOGOV: GovernmentJobs.com, Inc.
Signature: _____	Signature:  _____
Print Name: _____	Print Name: <u>Shane Evangelist</u>
Title: _____	Title: <u>CEO</u>
Date: _____	Date: <u>8/22/19</u>
	Signature:  _____
	Print Name: <u>Steve Koo</u>
	Title: <u>CFO</u>
	Date: <u>8/22/19</u>