Service Attachment # 5

This Service Attachment (the "Service Attachment"), is between GovernmentJobs.com, Inc. (d/b/a NEOGOV) ("Service Provider") having an office at 222 N Sepulveda Blvd, Ste 2000, El Segundo, CA 90245, and the State of Ohio, through the Department of Administrative Services, Office of Information Technology ("the State"), having its principal place of business at 1320 Arthur E. Adams Drive, 3rd Floor, Columbus, OH 43221 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Cloud Services Agreement ("MCSA") between the Parties dated 8/2/13

1. Definitions. [None.]

The defined terms in the Master Cloud Services Agreement will have the same meanings in this Service Attachment as they do in the MCSA. There may be additional definitions contained herein.

2. Services.

Overview. This service attachment is for the implementation, hosting and support of NEOGOV's Perform (PE) platform, a commercial off-the-shelf, Software as a Service (SaaS) solution. Perform offers a full-featured employee performance management product featuring unique public sector functionality. Perform enables organizations to maximize productivity, motivate and retain talent, measure competencies and goals, develop succession plans, and automate the entire employee appraisal process.

The project will consist of the following components:

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish Agency access to the training environment (sandbox) that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will provide access to all proposed user training.
- Following training, the Agency will conduct user sessions led by the solutions Administrator(s) which will allow the Agency HR users to gather and utilize the training environment to familiarize themselves with the system.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using the applicable product environment.
- Between the training and go-live, NEOGOV will complete the following activities:
    - Create custom forms (as included on Order Form
    - Establish the Agency's Perform (PE) production environment

- On the go-live date, Agency IT will need to change the IP addresses for the NEOGOV provided web sites.

Service Attachment # 5

Standard Service Features. The implementation of NEOGOV Perform includes:

License Subscription

The Customer's subscription to the Perform Software includes the following functionality:

- Configurable Performance Evaluations
- Team Grouping
- Goal Library
- Shareable Competency Content
- Goal Copying
- Ability to Re-use Goals
- Org Charts
- Archiving Forms
- Development Goals
- Configurable Workflow
- Ability to Design Custom Forms
- Form Templates
- Configurable Rating Scales
- Batch Form Creation
- Goal Alignment
- Goal Hierarchy
- Writing Assistant –Shared Content

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

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

Provisioning

The following activities are conducted as part of the Perform implementation

- Assign a NEOGOV project implementation specialist
- Conduct project kick off conference call to provide an overview of the system, review implementation plan, and discuss deliverables timeline, project roles and assignments
- Establish your agency's performance evaluation production environment

Training

NEOGOV will provide access to training for Customer recruiters. We will provide all required user exercises and user guides to the Customer. Training includes:

- Unlimited online training with on-demand, self-running tutorials
- Access to monthly conference calls with PE users
- Access to the online NEOGOV Community, a discussion forum to network with other users and provide answers to your PE questions

Following the training, the Customer will have full access to the training environment (sandbox). Additionally, the Customer has full access to our Customer Support Help Desk during the training to help new users fully utilize Perform.

Service Attachment # 5

Optional Service Features. In order to provide agencies with enhanced features and functionality specific to their individual agency, NEOGOV is proud to offer a dedicated Professional Services team.

When needed, NEOGOV will define and validate scope, business requirements, timelines, and associated costs (if applicable).Standard professional services for this project can include:

- Professional Services (Custom integrations, HR Consulting, etc) — Cost – $250/hr
- Legacy Data Conversion — Cost – TBD*
- Standard 3rd party system integration
  - Single Sign On (SSO) — Setup $2,000 – Annual $1,000
  - Class Specification Integration — Setup $3,000 – Annual $4,000
  - Social Media Job Link (Face book, LinkedIN, etc.) — Cost – TBD*

**Costs for these services are dependent on final scope including number of employees, job postings, integration design and more. NEOGOV shall provide customer timeline and cost estimates prior to development of any of these services.*

Provision of Services. The Service Provider will make the Services available to the Subscribing Entities pursuant to the Agreement, this Service Attachment, and the applicable Order Forms during each Order Term. The State agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by the Service Provider regarding future functionality or features.

The Service Provider Responsibilities. The Service Provider must: (i) provide the Service Provider's basic support for the Services to the Subscribing Entities at no additional charge, and/or upgraded support if available and if purchased, (ii) use commercially reasonable efforts to make the Services [available 24 hours a day, 7 days a week], except for: (a) planned downtime (of which the Service Provider must give at least 8 hours notice via the Services and which the Service Provider must schedule [], or (b) any unavailability covered by the Agreement's Excusable Delay clause or by the Service Level section later herein, and (iii) provide the Services in full accordance with applicable laws and government regulations.

3. Fees and Payment

Fee Structure. All NEOGOV solutions are offered under a Software as a Service model hosted by NEOGOV. Fees associated include an Annual License component as well as Provisioning (Setup and Implementation) and training as well as customer selected optional services. All fees are included within the attached NEOGOV Order Form.

Fees. The Subscribing Entities will pay all fees specified in all Order Forms hereunder, subject to the terms of the Agreement. Except as otherwise specified herein or in an Order Form, fees are based on Services purchased and not actual usage, and the number of Object subscriptions (e.g., the number of users) purchased cannot be decreased during the relevant Order Term, except as provided in the Agreement. They may, however, be increased during an Order Term.

Object subscription fees are based on [monthly] periods that begin on the subscription start date and each [monthly] anniversary thereof; therefore, fees for Object subscriptions added in the middle of a [monthly] period will be charged for that full [monthly] period and the [monthly] periods remaining in the subscription term. Additions of Object subscriptions during a term does not extend that term. No Order Form may specify a subscription term not identified and priced in this Attachment. Nor may it cover any billable services not listed in this Service Attachment as a Service.

After 90 days, the Service Provider may suspend the delinquent Subscribing Entity's access to the unpaid Services until all delinquent amounts are paid, notwithstanding the prohibition against self-help provided for elsewhere in the Agreement, but the Service Provider may not do so if the Subscribing Entity is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

Invoicing and Payment. Fees will be invoiced and otherwise in accordance with the Order Form and the Agreement. Fees are due in accordance with the terms of the Agreement, which no Order Form may alter. The Subscribing Entity is responsible for providing complete and accurate billing and contact information to the Service Provider and notifying the Service Provider of any changes to such information.

4. Proprietary Rights

Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, the Service Provider reserves all rights, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted to the State or Subscribing Entities hereunder other than as expressly set forth herein or elsewhere in the Agreement.

Restrictions. Subscribing Entities will not intentionally permit any third party to access the Services, except as permitted herein or in an Order Form, create derivative works based on the Services except as permitted herein or elsewhere in the Agreement, reverse engineer the Services, or access the Services to build a competitive product or service or to copy any features, functions, or graphics of the Services. Nothing herein prohibits a Subscribing Entity from porting and hosting Generated Code, as defined in this Agreement, to other sites to support its own business purposes during and after any term of an Order.

State Applications and Code. If a Subscribing Entity, a third party acting on a Subscribing Entity's behalf, or a user creates applications or program code using the Services, such will be part of the Subscribing Entity's Data. The Subscribing Entity authorizes the Service Provider to host, copy, transmit, display, and adapt such applications and program code, solely as necessary for the Service Provider to provide the Services in accordance with this Agreement. Subject to the above, the Service Provider acquires no right, title or interest from the Subscribing Entity or its licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein, and the Subscribing Entity is entitled to port, use, and host such anywhere.

Subscribing Entity Data. Subject to the limited rights granted by a Subscribing Entity hereunder, the Service Provider acquires no right, title, or interest from a Subscribing Entity or its licensors under this Agreement in or to the Subscribing Entity Data, including any intellectual property rights therein.

5. Service Levels

SLAs for the Services. This Agreement includes SLAs that will be used to monitor and manage the Service Provider's performance of Services. The minimum SLAs are listed below, but the Service Provider may supplement them with additional SLAs that are generally applicable to its other Services customers, so long as those additional SLAs cover parameters not addressed in the below SLAs or are more stringent than those listed below. Modifications to the SLAs provided below may only be made by the written agreement of the State and the Service Provider, except with respect to SLAs the Service Provider offers generally to other customers that are more stringent or in addition to those below.

Availability. "Availability" or "Available" means the Subscribing Entity's users are able to access a Service and use all material features and functions of the Service effectively and efficiently and the Service meets all the SLAs contained in this Attachment. "Unavailable" or "Unavailability" means the Subscribing Entity's users are unable to access the Service or use all the Service's features and functions effectively and efficiently or they do not otherwise meet all SLAs in this Service Attachment, subject to the following:

A Service may be inaccessible to a Subscribing Entity's users during scheduled downtime. Scheduled downtime will occur for less than [one hour] between [10 p.m. and 6 a.m. Eastern Time and on Saturdays], but not more than once [monthly]. The Service Provider may change the scheduled downtime to other non-business hours upon reasonable notice to the affected Subscribing Entities. Scheduled downtime will not be considered times when the Services are Unavailable.

In addition to scheduled downtime, the following will not be considered times when a Service is Unavailable:

(i) Outages resulting from a Subscribing Entity's equipment or its Internet service provider;
(ii) A Subscribing Entity's negligence or breach of its material obligations under this Agreement; and
(iii) Excusable Delays, as provided for and handled in accordance with the Agreement.

SLA Credits.

The "Target Availability Level" is the Service's Availability Level that the Service Provider plans to meet or exceed during each calendar month. The "Service Availability Level" is the number of hours during a particular period that the Service was Available to the Subscribing Entity, excluding scheduled downtime permitted above, divided by the total number of hours during such period. The Target Availability Level is provided in the next section.

The Service Provider must actively monitor and report to the State and each Subscribing Entity any and all Unavailability of a Service monthly, along with reasonable details regarding such Unavailability. The Service Provider also must provide each Subscribing Entity that uses the Service a credit within 30 days of any calendar month in which the Service Availability Level is below the Target Availability Level, calculated as set forth herein.

The applicable credit will be calculated as follows: If the Service Provider fails to meet the Target Availability Level by up to four hours, each affected Subscribing Entity will be entitled to the equivalent of one day's fee for the Service. That is, if the fee is an annual fee, the credit would be 1/365th of that annual fee, or if it is a monthly fee, the Subscribing Entity would be entitled to 1/30th of its monthly fee as a credit. Further, the credit will double if the Target Availability Level is missed by more than four but less than eight hours for any calendar month. And if the failure to meet the Target Availability Level is greater than eight hours, the Subscribing Entity will be entitled to the entire fee applicable to that month.

Any such credits must be paid to the Subscribing Entity within 30 days after the month in which the Service Provider fails to meet the Target Availability Level.

If the Service Provider fails to meet the Target Availability Level for three consecutive calendar months, any affected Subscribing Entity may terminate any or all Orders for that Service for cause.

Specific SLAs.

The Target Availability Level is [99.9%] in any calendar month. For a Service to be considered Available, the following parameters also must be met:

6. Terms and Termination

Term of Subscriptions. Subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein, subject to relevant provisions in the MCSA, such as termination and the non-appropriation provisions. Should a Subscribing Entity elect to renew a subscription, provided this Agreement remains in effect or is renewed, the renewal will be at the Subscribing Entity's option and will be for the same or greater discount from list as the subscription being renewed and under the same terms and conditions, unless a change in governmental law, rules, or regulations requires a modification, in which case the Parties will in good faith negotiate the modifications necessitated by such a change in governmental law, rules, or regulations.

7. Miscellaneous

Return of Subscribing Entity Data

Service Attachment # 5

At no additional cost to the Subscribing Entity, upon request made at anytime during a Service term or within 90 days after the effective date of termination or expiration of a Subscribing Entity's Order for that Service, the Service Provider will make available to the Subscribing Entity for download its Subscribing Entity Data covered by that terminated or expired Service, including any Generated Files, in native format or any other format the Subscribing Entity reasonably requests within one day of the request and at no additional charge to the Subscribing Entity. After such 90-day period, the Service Provider will have no obligation to maintain the Subscribing Entity Data covered by an expired Service Order and must thereafter, unless legally prohibited, delete the applicable Subscribing Entity Data in its systems or otherwise in its possession or under its control.

[Add anything not covered by the above sections.]

In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

SERVICE PROVIDER	**STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**
Signature	Signature
Scott Letourneau	Robert Blair
Printed Name	Printed Name
President	Director
Title	Title
7/29/13	8/2/13
Date	Effective Date
33-0888748	
Federal Tax ID	