

Insight Addendum

V101026

Insight Job Classification and Salary Data Sharing Program

NEOGOV offers a collaborative data-sharing program within the Insight product (“Program”) that enables customers to contribute and benefit from job classification and salary range data. The Program enhances market intelligence and provides benchmarking insights for all participants. This Addendum describes the Program, Customer’s data-sharing obligations and rights, and Customer’s ability to opt out.

1. DEFINITIONS

“Shared Data” means Customer’s job postings made public through the NEOGOV platform, including job titles, descriptions, qualifications, duties, locations, and other information contained in or associated with such postings, and the job classifications and minimum and maximum salary ranges for positions within Customer’s organization, together with Customer’s name and other information identifying Customer as the source of such data.

“Participating Customer” means any customer of NEOGOV who has not opted out of the Program and whose Shared Data is accessible to other Participating Customers.

“Platform Data” has the meaning set forth in the NEOGOV Services Agreement.

2. DATA SHARING AND PROGRAM PARTICIPATION

2.1 Default Participation. Customer is enrolled in the Program by default. Unless Customer opts out pursuant to Section 3, Customer authorizes NEOGOV to share Customer’s Shared Data with other Participating Customers through the NEOGOV platform, including in a format that may be downloaded or exported. An authorized administrator accepting this Addendum represents that the administrator has authority to bind Customer. By accepting this Addendum, Customer expressly consents to its Shared Data being made available together with Customer’s identity and being accessed, exported, reproduced, published, redistributed, and disclosed to third parties as described in this Addendum. By participating, Customer agrees that its Shared Data may be accessed and used by other Participating Customers for any lawful purpose, including internal compensation analysis, organizational planning, market benchmarking, research, reporting, and publication.

2.2 NEOGOV’s Role. NEOGOV facilitates data sharing on Customer’s behalf and maintains strict technical and administrative limitations on how the Shared Data is accessed, used, and protected. NEOGOV does not restrict the purposes for which Participating Customers may use, publish, redistribute, or disclose Shared Data, including following export from the NEOGOV platform, provided such use complies with all applicable laws and does not violate the rights of any third party.

2.3 Access to Other Customers’ Data. As a Participating Customer, Customer has read-only access to the Shared Data of all other Participating Customers through the Insight product. Customer may export, reproduce, publish, redistribute, and disclose Shared Data, including information identifying the contributing customer, to third parties for any lawful purpose. Customer is responsible for ensuring that its use, publication, redistribution, and disclosure of Shared Data complies with applicable law and does not inaccurately attribute or misrepresent the Shared Data.

3. OPT-OUT PROCEDURE AND CONSEQUENCES

3.1 How to Opt Out. Customer may opt out of the Program at any time by disabling the data-sharing setting in the Insight product admin console. An authorized administrator must make this selection within the settings interface.

3.2 Effect of Opting Out. If Customer opts out of the Program:

- (a) NEOGOV will cease sharing Customer's Shared Data with other Participating Customers prospectively, except as needed to complete calculations or insights already in progress;
- (b) Customer will retain access to its own job classifications and compensation data within the Insight product;
- (c) Customer will lose access to the Shared Data of all other Participating Customers.
- (d) Customer's subscription to the Insight product remains active and all other features continue to function normally.

3.3 Retroactive Effect. Customer's Shared Data that was contributed while enrolled in the Program may have already been accessed, downloaded, exported, reproduced, published, redistributed, or disclosed to third parties together with Customer's identity. Opting out does not obligate NEOGOV, any Participating Customer, or any third party to retrieve, delete, or cease using Shared Data previously accessed, exported, published, redistributed, or disclosed.

4. NEOGOV RIGHTS

4.1 Use of Data for NEOGOV Purposes. Notwithstanding any other provision, Customer grants NEOGOV a perpetual, royalty-free license to collect, use, and retain the Shared Data and any information derived from it for NEOGOV's own business purposes, including but not limited to:

- (a) Developing, improving, optimizing, and enhancing the Insight product and related features;
- (b) Conducting analytics, research, and benchmarking studies;
- (c) Creating Platform Data, aggregate insights, market reports, and trend analysis;
- (d) Training machine learning models and artificial intelligence systems; and
- (e) Generating market intelligence for NEOGOV's own strategic planning and product development.

4.2 Platform Data. NEOGOV retains the unrestricted right to use, publish, and share Platform Data in perpetuity, regardless of whether Customer remains a Participating Customer or opts out of the Program. Platform Data may be used for any lawful purpose, including commercial purposes. Customer waives any claim of ownership or rights to Platform Data.

5. CHANGES TO SHARED DATA

Customer is responsible for maintaining the accuracy of its Shared Data. Changes, updates, or deletions to job postings, job classifications and salary ranges made by Customer in the Insight product will be reflected in the Shared Data pool upon the next system synchronization, typically within 24 hours.

6. DISCLAIMERS AND LIMITATION OF LIABILITY

6.1 As-Is Basis. The Shared Data provided through the Program is made available on an "as-is" basis without warranty of any kind, express or implied, including but not limited to accuracy, completeness, or fitness for a particular purpose.

6.2 Customer Responsibility. Customer is solely responsible for evaluating and acting upon any insights or benchmarking data obtained through the Program. Customer assumes all risk of reliance on such data. Customer further acknowledges that the sharing of job posting, job classification and salary data may be subject to certain legal restrictions or compliance obligations, including but not limited to pay transparency laws, employment law, and data privacy regulations. Customer is solely responsible for ensuring that its participation in the Program and use of Shared Data complies with all applicable federal, state, and local laws. NEOGOV does not provide legal advice regarding such compliance.

7. MODIFICATIONS.

NEOGOV reserves the right to modify the Program upon thirty (30) days' written notice to Customer. Modifications may include changes to the data-sharing scope, opt-out procedures, usage rights, or how shared data is managed.