

NEOGOV Service Level Agreement

This Service Level Agreement (“SLA”) applies to GovernmentJobs.com, Inc. (D/B/A NEOGOV), in connection with the Hosted Services provided to Customer pursuant to the Software as a Service (“SaaS”) Agreement (the “Agreement”) between NEOGOV and Customer. For purposes of this SLA, “Hosted Services” means the cloud-hosted, software-as-a-service components of the Services, as that term is defined in the Agreement, and expressly excludes Professional Services, implementation services, training, and any other non-hosted deliverables or engagements provided by NEOGOV. The uptime commitments, service credits, incident response obligations, and termination rights set forth in this SLA apply solely to the Hosted Services and not to any other component of the Services. Security incident notification and subprocessor change obligations are governed by the Data Processing Agreement between the parties.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. Except where expressly stated to the contrary in this SLA, the terms and provisions of the Agreement shall govern and are incorporated herein by reference.

Scheduled Uptime: Hosted Services shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, with the exception of Scheduled Downtime. NEOGOV commits to a minimum Hosted Services Availability of 99.5% per calendar month (the “Uptime Commitment”).

Scheduled Downtime: NEOGOV has designated every Sunday from 10:00 PM to Monday 4:00 AM Eastern Time as its routine maintenance window (“Maintenance Window”). NEOGOV shall use commercially reasonable efforts to ensure that actual downtime within the Maintenance Window does not exceed four (4) cumulative hours in any calendar month. If downtime is necessary outside of the Maintenance Window, NEOGOV shall provide Customer with advance written notice at least seventy-two (72) hours prior to commencement. “Scheduled Downtime” means downtime that meets the criteria in this provision, is otherwise agreed to in writing by the parties prior to commencement, or is required by NEOGOV to maintain the integrity of its systems for Customer and other users of the Services.

Unscheduled Downtime: Any unavailability of Hosted Services that does not meet the criteria of Scheduled Downtime is “Unscheduled Downtime.” Unscheduled Downtime includes Hosted Services that are significantly degraded or rendered unusable by Customer, or only partially available. Unscheduled Downtime does not include unavailability resulting from any of the following:

- Emergency maintenance initiated by NEOGOV to preserve the integrity of its Services, provided that NEOGOV shall provide at least two (2) hours’ advance notice via the Status Page or e-mail prior to commencement, to the extent reasonably practicable.
- Extremely minor disruptions, such as a missing individual graphic element, that do not impact the primary functionality of the Hosted Services.
- Outages, delays, or latency on the Internet that hinder access, where such problems are outside the control of NEOGOV or its subcontractors or service providers.
- Scheduled maintenance during the Maintenance Window, to the extent provided herein.
- Domain Name Server (DNS) issues outside the control of NEOGOV or its subcontractors or service providers.
- Monitoring system anomalies that result in no actual disruption to any Hosted Services provided under the Agreement.
- Customer’s acts or omissions, including custom scripting or coding, gross negligence, or willful misconduct.
- Browser or DNS caching that makes Hosted Services appear inaccessible when they are in fact fully operational.

- Unauthorized actions or inaction by Customer, its employees, agents, or contractors, or by anyone gaining access to NEOGOV's network using Customer's passwords or equipment.
- Customer's failure to adhere to required configurations, use supported platforms, or comply with NEOGOV's acceptable use policies.
- A Force Majeure event, provided that NEOGOV declares the Force Majeure event in writing within forty-eight (48) hours of its onset.
- Customer's failure to pay any fees when due under the Agreement.

Actual Uptime: The time during which the Hosted Services are fully functional and available, calculated as: $(\text{Total Minutes in Calendar Month} - \text{Unscheduled Downtime Minutes}) \div \text{Total Minutes in Calendar Month} \times 100$. Scheduled Downtime is excluded from Unscheduled Downtime by definition and does not affect this calculation.

Outage Notification and Communications: Prior to any scheduled maintenance outside the Maintenance Window, NEOGOV shall notify Customer as required under the Scheduled Downtime section above. NEOGOV shall notify Customer of any Unscheduled Downtime promptly after becoming aware of it, and shall provide periodic status updates via the Status Page (as defined below) and, where feasible, by e-mail until the issue is resolved. NEOGOV will test basic functionality following any maintenance or system change to confirm normal operation. Notices and alerts communicated via e-mail will follow a consistent format and originate from a consistent e-mail address. Customer should promptly notify NEOGOV of any outage it becomes aware of that NEOGOV has not already communicated.

Hosted Service Status Reporting: NEOGOV maintains a publicly accessible Hosted Service Availability Status Page at <https://www.neogov.com/trust>. The Status Page is designed to remain accessible even when the Hosted Services are unavailable and reflects both scheduled and unscheduled downtime.

Hosted Service Monitoring: NEOGOV utilizes an automated alerting system that performs periodic verification checks to confirm that the Hosted Services are operating and available. NEOGOV's monitoring systems and ticketing platform serve as the authoritative source for measuring incident start times and availability metrics under this SLA.

Measurement Disputes: If Customer believes NEOGOV's availability measurement for a given calendar month is inaccurate, Customer may submit a written dispute to NEOGOV within thirty (30) days of the end of that month. NEOGOV shall review the dispute and provide a written response within fifteen (15) business days, making reasonable supporting data available upon request. If the parties cannot resolve the dispute within thirty (30) days of NEOGOV's response, the matter may be escalated pursuant to the dispute resolution procedures in the Agreement.

Incident Response and Support SLAs: NEOGOV's Service Desk provides live support Monday through Friday, 8:00 AM to 6:00 PM Eastern Time, excluding NEOGOV's observed holidays ("Service Desk Hours"). For Priority 1 incidents outside Service Desk Hours, NEOGOV maintains an after-hours paging system available Monday through Friday from 6:01 PM to 7:59 AM Eastern Time and twenty-four (24) hours a day on weekends and NEOGOV-observed holidays. All other priority levels outside Service Desk Hours will be addressed by NEOGOV support personnel with response time SLAs measured from the start of the next business day. NEOGOV makes the initial priority classification in its reasonable judgment. Response time means the period between ticket creation and first substantive contact by NEOGOV support personnel. For Priority 1 and Priority 2 incidents, NEOGOV recommends reporting by phone. Requests submitted only by e-mail will be treated as Priority 3 by default; however, NEOGOV will reclassify upon review if the content clearly indicates a higher-priority condition.

- **Priority 1 – Critical:** Issue affects the Hosted Services as a whole and the majority of users are unable to use the application. Response: one (1) business hour during Service Desk Hours; after-hours paging system available outside Service Desk Hours. Status updates every two (2) hours until resolved. Target resolution: eight (8) business hours. Voicemail is not an acceptable form of initial contact for Priority 1. For each

confirmed Priority 1 incident, NEOGOV shall provide a written root cause analysis and corrective action summary within five (5) business days of resolution.

- **Priority 2 – High:** Issue significantly affects workflow for a critical user or function, with no available workaround as determined by NEOGOV in its reasonable judgment. Response: two (2) business hours during Service Desk Hours. Status updates every four (4) hours until resolved. Target resolution: two (2) business days.
- **Priority 3 – Medium:** Issue affects a limited number of users; the application as a whole is functioning. Includes issues for which a workaround is available. Response: four (4) business hours. Target resolution: five (5) business days.
- **Priority 4 – Low:** Routine service requests, general questions, and administrative tasks. The application as a whole is functioning. Response: eight (8) business hours. Target resolution: as agreed with Customer.
- **Priority 5 – Planning:** Projects, planned implementations, or tickets requiring coordinated scheduling. Response time and resolution: to be determined and mutually agreed by the parties.

Customer shall designate a primary and secondary point of contact and provide NEOGOV with a list of all authorized contacts (including name, title, phone number, and e-mail) prior to going live, updated as changes occur. Response time SLAs apply only to tickets submitted by authorized contacts through NEOGOV's designated Service Desk portal or by phone.

Business Continuity and Disaster Recovery: NEOGOV maintains a written disaster recovery plan and tests it at least annually. NEOGOV performs daily backups of Customer data hosted within the Hosted Services. In the event of a data center failure or comparable disaster requiring activation of the disaster recovery plan, NEOGOV commits to a Recovery Point Objective ("RPO") of twenty-four (24) hours and a Recovery Time Objective ("RTO") of twenty-four (24) hours. RPO represents the maximum duration between the most recent recoverable backup of Customer's hosted data and a data center failure. RTO represents the maximum duration following a disaster declaration within which access to the Hosted Services must be restored. NEOGOV shall notify Customer promptly upon activating its disaster recovery plan and will provide status updates until services are restored. This RPO/RTO commitment applies to declared disaster events and does not limit NEOGOV's obligation to restore services as promptly as reasonably possible following any other type of unscheduled downtime.

Security and Compliance: NEOGOV maintains a SOC 2 Type II audit for the Hosted Services and will provide Customer with a summary of its then-current compliance report within thirty (30) days of a written request, subject to execution of a mutually agreeable non-disclosure provisions. NEOGOV conducts annual penetration testing of its production environment and maintains industry-standard intrusion detection and prevention systems. NEOGOV will use commercially reasonable efforts to maintain SOC 2 Type II certification throughout the term of the Agreement.

SLA Updates: NEOGOV reserves the right to update or modify this SLA upon thirty (30) days' prior written notice to Customer. No update during an active Agreement term shall (i) reduce the Uptime Commitment below 99.5%, (ii) reduce the credit percentages in the table below, or (iii) eliminate or narrow Customer's termination right, without Customer's prior written consent. Updates take effect at the start of the calendar month following the close of the notice period.

Hosted Services Availability and Schedule of Credits and Remedies: Hosted Services Availability is calculated as set forth in the Actual Uptime section above. If Hosted Services Availability in any calendar month falls below the thresholds set forth in the table below, Customer may request a credit from NEOGOV according to the following schedule:

| Monthly Availability | Credit |
|-----------------------------|---------------|
| < 99.5% – ≥ 99.0% | 2% |
| < 99.0% – ≥ 98.5% | 5% |
| < 98.5% – ≥ 97.5% | 10% |
| < 97.5% | 20% (maximum) |

1. If Hosted Services Availability falls below the applicable threshold in any calendar month, Customer may request a credit equal to the corresponding Credit percentage of the pro rata fees paid by Customer for the Hosted Services in that month. Credits are cumulative within a month but shall not exceed twenty percent (20%) of the pro rata monthly fees paid for that month under any circumstances.
2. If Hosted Services Availability falls below the Uptime Commitment for three (3) or more consecutive calendar months, excluding downtime caused by factors outside NEOGOV’s control as set forth in the Unscheduled Downtime section, Customer may treat such failure as a material breach and terminate the Agreement upon thirty (30) days’ written notice to NEOGOV. “Cure” for purposes of this provision means NEOGOV demonstrating Hosted Services Availability at or above the Uptime Commitment for the full calendar month immediately following Customer’s notice. If NEOGOV cures within the thirty (30)-day notice period, Customer’s termination right for that breach is extinguished.
3. Credits will be applied to the billing cycle immediately following the period in which Customer requests the credit. If a credit is requested in the final month Hosted Services are provided, the credit will be applied against any renewal fees. Under no circumstances shall credits be issued as cash. NEOGOV is responsible for the timely application of credits to Customer invoices. Customer’s account must be current with no past-due balance to receive a service credit.
4. To receive a service credit, Customer must submit a written request to NEOGOV within thirty (30) days of the end of the month in which the Unscheduled Downtime occurred.
5. Except for the termination right expressly set forth above, the service credits described in this SLA constitute Customer’s sole and exclusive remedy, and NEOGOV’s sole and exclusive liability, for any failure by NEOGOV to meet the Uptime Commitment or any other performance standard set forth in this SLA. Nothing in this SLA shall expand NEOGOV’s liability beyond the limitation of liability set forth in the Agreement.