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NEOGOV Schedule I – Integration Terms & Descriptions

NEOGOV offers integrations and platform APIs for integrations to third party systems. Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Ordering Document. NEOGOV Integration Service descriptions for Integration Services not purchased or subscribed to by Customer are provided for reference only and are subject to change. More detailed information about each Integration can be found in the relevant Export and Integration Guides.

Additional Terms Applicable to Integrations. The following terms supplement the standard terms and conditions set forth in the Services Agreement and shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found here <u>https://api.neogov.com/connect/marketplace.html</u> and described further in the Integration Detail and accompanying technical documentation ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API").

- Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV 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 NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV 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 NEOGOV. 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 NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-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.neogov.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.
- 5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV 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. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV 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 NEOGOV control.
- 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, NEOGOV reserves the right to change 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 NEOGOV 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.

- 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 NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV 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 NEOGOV 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 NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV 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.
- 10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our 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.

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Description of Integrations

New Hire (NH)

NEOGOV offers a standard New Hire Integration that automatically exports a file of hires from Insight Enterprise and uploads it to an FTP site. This file then can be processed into your HRIS by your organization. Hires within Insight can refer to any new hires, rehires, or promotions that have been entered into Insight Enterprise. The data exported can be configured to include standard fields that you specify. This integration can be designated either as a scheduled batch process (i.e. daily, weekly, etc.) or as a real-time web service. During implementation, Customer personnel work with a NEOGOV Implementation Consultants to define which fields are required. Additionally, NEOGOV can export custom fields the Customer defines in the master profile or hires table.

Position Control (PC)

The Position Control Integration provides an ongoing or one-time load of Position Control data from a file to the NEOGOV applications. This data is used to populate the Requisition and Hire forms with Position Control information once the Position Number is entered onto the Requisition or Hire form. The files are retrieved from a NEOGOV hosted Secure FTP server and then loaded into the Positions table in NEOGOV.

Standard Integrations (SI)

NEOGOV Standard Integrations provide ongoing or one-time data imports from file(s) into NEOGOV applications. Each integration point is considered a separate project. Standard Integration files should include only records to be added or updated in Insight. NEOGOV retrieves the files from the SFTP server and then imports the data into Insight. The available data tables include:

Bargaining Units

Locations

- Physical Classes
- Divisions Class Specs ٠
- HR Users .

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- Department Users Occupational Groups .
- Departments .

Single Sign-On (SSO)

NEOGOV's Single Sign On (SSO) options allow agency users to securely authenticate and login to NEOGOV applications without having to re-enter their credentials. Currently NEOGOV offers two SSO options: SAML and Azure AD. Details for each option are provided by the NEOGOV Implementation Consultant prior to the project kick-off. Customer is responsible to keep user status in NEOGOV systems up-todate; however, a separate integration is available to automate this update process.

Higherediobs.com Job Postings (HP)

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Jobs posted to the agency's open or external jobs page can also be advertised on the highered jobs.com employment website. This NEOGOVoperated site caters to your ideal applicant, as it shows only jobs at institutions of learning. Applicants can apply and monitor their application directly from higheredjobs.com, making the application process seamless and simple.

Applicant Testing (AT)

Option 1: Biddle Consulting Group Testing Suite includes:

- 1. OPAC Testing Software. Pre-employment testing used to measure the skills and abilities critical to clerical and administrative positions.
- 2 CritiCall. Public safety dispatcher and call taker simulation test to assess potential success in the position.
- Redirects applicants from Insight into OPAC and CritiCall. 3.
- Automatic upload of OPAC and CritiCall test scores into Insight. 4.
- Auto-test Code management between disparate installations of OPAC or CritiCall with organization. 5.

Option 2: Skillcheck

NEOGOV offers integrations with Skill Check for online testing. Once the integration is enabled, your Skill Check tests will be available in Insight. Upon test completion, scores will be available within Insight. Licensed Skill Check products are installed on your organization's PCs or servers with unlimited seat licenses. Each product comes with a standard end user license agreement and is available as an annual subscription.

Option 3: IBM Kenexa

NEOGOV offers integrations with IBM - Kenexa for online testing. Once the integration is enabled, IBM tests will be available in Insight. Upon test completion, scores will be available within Insight. Licensed IBM - Kenexa products are installed on your organization's PCs or servers with unlimited seat licenses. Each product comes with a standard end user license agreement and is available as an annual subscription.

Background Check (BC)

The NEOGOV Background Check Integration allows agencies to initiate background checks directly from Insight or OHC. Choose from a wide and ever-growing selection of background check vendors to find one that suits the needs of your agency. Control who has access to view or initiate background checks via security role customization in OHC and track the status of the background check from the referred list.

Onboard Documents Export (OE)

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The Onboard Documents Export allows Onboard users to schedule bulk exports of completed onboarding forms and data as needed. The forms and data are exported on a regular basis to a secure FTP folder. Only your agency has access to this information. More detailed information is available in the NEOGOV Onboard Documents Export Subscription guide.

Hire Export (HE)

The NEOGOV Hire Export periodically exports and uploads a file of onboarded hires from Insight or Onboard to an SFTP site. This file can be processed into your HRIS.

Employee Integration (EI)

NEOGOV's Employee Integration provides an ongoing feed of up-to-date employee data extracted from your HRIS/ERP system into Perform or Onboard. All files are to be placed in the Customer's 'Inbound' folder on the NEOGOV SFTP server. NEOGOV retrieves the files from the SFTP server and then imports the data into Perform/Onboard. This integration can be designated as a scheduled batch process (i.e. daily, weekly, etc.).

API Integrations with HRIS/Financial System (HRA)

NEOGOV provides a RESTful Web Service API for integrations built on standard technology. The Web Service API can be used to add, update, and retrieve records from your NEOGOV system in real-time. The service supports XML and JSON message formats. The API is well documented. Documentation on usage and best practices for leveraging the API for an optimum, low cost integration will be provided during the integration process.

- 1. NEOGOV Responsibilities:
 - a. Technical guidance/support on API usage
 - b. Provide API key and signature for sandbox and Production account
 - c. Configuration of a sandbox account to enable testing
 - d. Support during testing
- 2. Customer Responsibilities:
 - a. Assign a technical point of contact during all phases of the project (from kick off to 'go live')
 - b. Build the integration using the API's
 - c. Maintain integration post go-live (for any changes to the API's)

Laserfiche (LF)

In partnership with MCCi, NEOGOV offers a Laserfische Integration which allows customers to send applications, Personnel Action Forms, and attachments from Insight and Onboard forms to a customer's Laserfische document management system. To utilize customer must meet the following requirements:

- 1. Maintain a license to Insight and/or Onboarding module(s).
- 2. Maintain a Laserfiche named-user license allocated to this Integration.
- 3. Provide NEOGOV access to the Laserfiche environment for web service endpoint installation.
- 4. Endpoint server is accessible by NEOGOV's document management service.
- 5. Document transfer to Laserfiche over port 80 or 443.
- 6. Customer must procure and install their own SSL certificates to bind to IIS HTTPS endpoints, enabling encrypted transmission of HR documents from NEOGOV to Laserfiche.
- Laserfiche Implementation services for this Integration includes:
 - 1. Installation of NEOGOV Integration.
 - 2. Configuration of Integration Utility to pair core NEOGOV metadata fields to Laserfiche metadata fields.
 - 3. Configuration of NEOGOV Integration properties in the NEOGOV module to enable "Send to Laserfiche" buttons.