

MyNEOGOV Addendum

This MyNEOGOV Addendum (“Addendum”) applies to Customer’s use of the MyNEOGOV Feature made available by Governmentjobs.com, Inc. d/b/a NEOGOV (“NEOGOV”) as part of the Services.

1. Scope

The MyNEOGOV Feedback Submission Feature (“Feature”) enables authorized users to voluntarily submit support requests, bug reports, feature requests, suggestions, screenshots, screen recordings, voice recordings, attachments, annotations, comments, diagnostic information, and other materials relating to the Services (“Submitted Materials”). This Addendum supplements the NEOGOV Services Agreement (the “Agreement”) solely with respect to Customer’s use of the Feature.

2. Optional Feature and Acknowledgement Regarding Use

Use of the Feature is entirely optional. Customer may continue to submit support requests through NEOGOV’s standard support channels without using the Feature.

Customer acknowledges and agrees that the Feature is not a FedRAMP-authorized offering and is not intended for the submission, processing, or storage of Sensitive Information (as defined below), including Criminal Justice Information (“CJI”) subject to the FBI Criminal Justice Information Services (“CJIS”) Security Policy, or otherwise to satisfy Customer’s legal, regulatory, contractual, security, or internal compliance requirements, including requirements relating to FedRAMP, the CJIS Security Policy, or similar federal, state, local, or agency-specific security or compliance frameworks.

Customer is solely responsible for determining whether to use the Feature and for ensuring that the Submitted Materials comply with the Agreement, this Addendum, and Customer’s applicable legal, regulatory, contractual, security, and internal obligations. Customer shall not use the Feature to record or submit Sensitive Information.

Customer further acknowledges that Submitted Materials may be processed through NEOGOV's standard support, issue management, storage, and operational systems.

3. Customer Responsibilities

Customer is solely responsible for all Submitted Materials provided through the Feature. Customer represents, warrants, and agrees that:

- it has the legal right to provide the Submitted Materials to NEOGOV;
- the Submitted Materials do not violate applicable law or third-party rights;
- submission of the Submitted Materials does not breach any confidentiality obligation applicable to Customer;
- the Submitted Materials are reasonably necessary to demonstrate the reported issue, suggestion, or request; and

- it will not display, access, disclose, narrate, record, or otherwise capture Sensitive Information while using the Feature.

Before beginning any screen or voice recording, Customer shall take reasonable steps to ensure that Sensitive Information will not be visible, audible, or otherwise captured. If Sensitive Information is inadvertently captured, Customer shall stop and discard the recording and shall not submit it through the Feature.

4. Sensitive Information

Customer shall not record or submit Sensitive Information through the Feature. “Sensitive Information” includes:

- passwords;
- multi-factor authentication codes;
- API keys, access tokens, encryption keys, credentials, or other authentication information;
- Social Security numbers or other government identification numbers;
- financial account or payment card information;
- protected health information;
- confidential personnel records;
- CJI or other criminal justice information;
- information relating to minors; and
- any information prohibited from disclosure or processing through the Feature by applicable law, regulation, contract, or Customer policy.

If the issue cannot be demonstrated without displaying, discussing, or otherwise capturing Sensitive Information, Customer shall not use the Feature for that submission and shall instead contact NEOED through an appropriate support channel.

5. License to Submitted Materials

Customer retains ownership of its underlying data and content. Customer grants NEOGOV and its affiliates a non-exclusive, worldwide, royalty-free license during the Term of the Agreement and thereafter, solely to the extent reasonably necessary to maintain Customer's support history, to comply with legal obligations, resolve disputes, enforce the Agreement, or otherwise exercise the rights granted under this Addendum to host, store, reproduce, transmit, display, analyze, modify, create excerpts from, and otherwise use Submitted Materials solely as reasonably necessary to:

- investigate reported issues;
- reproduce reported behavior;
- provide customer support;
- diagnose defects;
- improve the Services;
- develop bug fixes and product enhancements;
- perform quality assurance and testing;
- maintain the Services; and
- comply with legal obligations.

6. Feedback

To the extent Submitted Materials include suggestions, ideas, recommendations, enhancement requests, feature requests, comments, bug reports, or other feedback regarding the Services (“Feedback”), Customer agrees that:

(a) Feedback is provided voluntarily;

(b) NEOGOV shall own all right, title, and interest in and to any improvements, modifications, enhancements, derivative works, or other intellectual property conceived, developed, or created by or on behalf of NEOGOV based upon, derived from or arising out of such Feedback; and

(c) Customer hereby assigns to NEOGOV all right, title, and interest in and to the Feedback itself. To the extent such assignment is ineffective under applicable law, Customer grants NEOGOV a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free license to use, reproduce, modify, distribute, display, create derivative works from, commercialize, and otherwise exploit such Feedback for any lawful purpose without further consent or compensation.

For clarity, nothing in this Section transfers ownership of Customer’s underlying data, confidential information, or other pre-existing intellectual property.

7. Authorized Processing

Customer acknowledges that Submitted Materials may be reviewed and processed by NEOGOV personnel and authorized subcontractors with a legitimate business need for purposes including customer support, issue resolution, engineering, product improvement, quality assurance, security, and system administration. Submitted Materials may be processed through NEOGOV’s customer and product support, issue management, storage, analytics, and operational systems.

8. Automated Processing

NEOGOV may use automated technologies, including artificial intelligence, to assist in categorizing, routing, summarizing, analyzing, prioritizing, responding to, or otherwise processing Submitted Materials.

Except as expressly provided in the Agreement, Submitted Materials will not be used to train publicly available or third-party foundation models.

9. Retention

Submitted Materials may be retained for as long as reasonably necessary to provide support, improve the Services, satisfy legal obligations, resolve disputes, enforce the Agreement, or comply with NEOGOV's applicable retention practices.

10. Removal or Rejection

NEOGOV may reject, suspend, remove, or disable access to Submitted Materials that violate this Addendum, the Agreement, applicable law, or NEOGOV's acceptable use requirements.

11. No Obligation to Implement

Submission of Submitted Materials or Feedback does not obligate NEOGOV to investigate, respond to, implement, or incorporate any requested feature, enhancement, correction, or suggestion, except as otherwise expressly provided in the applicable support commitments under the Agreement.

12. Privacy

NEOGOV's collection and processing of personal information contained within Submitted Materials will be governed by the Agreement, including any applicable data processing addendum between NEOGOV and Customer.