

# APPLITRACK TERMS OF SERVICE

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By using the AppliTrack system website (hereinafter referred to as the "Service"), a service of General ASP Inc. ("General ASP"), you agree to accept the following Terms and Conditions ("Terms of Service").

Any new features that augment or enhance the current Service shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

## 1. SERVICE DEFINITION

The Service is a web-based solution provided via the web site [www.applitrack.com](http://www.applitrack.com). The Service may be used to post an unlimited number of vacancies and accept and manage an unlimited number of employment applications.

*Some features available in the Service include:*

- a. Management of job vacancies
- b. Posting of vacancies to Client's website and K12JobSpot.com\*
- c. A customizable employment application
- d. Management of candidate applications
- e. Unlimited storage space for documents attached to candidate files
- f. Reference survey management

Additional features that are developed during the Terms of Service will automatically be made part of the Service for no additional fee. Not all new features are enabled by default. Enabling a feature may require the customer to notify General ASP or access the Setup control panel. Significant changes to existing features will be announced via monthly customer e-newsletter and the General ASP blog at [www.generalasp.com/home/blog.aspx](http://www.generalasp.com/home/blog.aspx).

\* Posting to K12JobSpot.com is limited to our education customers.

## 2. SUPPORT

General ASP will provide Client, through its authorized account contacts, with prompt technical support on setting up and configuring Service, access to Service, and other issues related to the Service provided by General ASP at no additional charge.

General ASP does not offer customer support for any other applications, services or hardware.

### **E-mail technical support:**

Email Hours: 24 hours, 7 days per week, 365 days of the year

Email Address: [support@generalasp.com](mailto:support@generalasp.com)

### **Phone technical support:**

Phone Hours: 8 AM to 6 PM CST Monday through Friday, excluding U.S. national holidays

Phone Number: 847-475-2283 x1

### **After hours emergency support:**

Send an email to [serverAlerts@generalasp.com](mailto:serverAlerts@generalasp.com) stating the nature of the emergency and your contact information. The system managers on staff will be paged with your message.

Only Account Administrators may request information, changes, or technical support for the account.

Upon contacting Support, Client will be required to provide an account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested by Technical Support personnel.

Requests for support shall be responded to within four (4) business hours for Critical support requests and within one (1) business day for Non-Critical Requests. Critical requests shall be resolved within twenty-four (24) hours. Non-Critical Requests shall be resolved on a first-come first-served basis, typically within two (2) to five (5) business days, depending on the complexity of the inquiry and support requests volume.

Critical requests are defined as one of the following: (i) a complete failure that results in the inability by Client to use Service for a period longer than four (4) consecutive hours or (ii) the loss, corruption or unintended migration of Client data. Client agrees to contact General ASP via all possible contact methods available, including paging General ASP.

**Candidate technical support:**

Technical support for applicants is provided solely via a "Request Technical Help" link on the start page. All applicant issues will be responded to within one (1) business day and resolved within two (2) business days 90% of the time.

### 3. TRAINING

Two hours of online training are included with all accounts unless stated otherwise. Additional training, both onsite and online, may be purchased. Rates are found at [www.generalasp.com](http://www.generalasp.com).

### 4. PAYMENT AND REFUND TERMS

General ASP will send advance invoices annually, quarterly, or monthly, in accordance with the billing cycle chosen during sign up. General ASP will send the first invoice one (1) month after Service begins. All invoices must be paid within 90 days or Client's Service is subject to cancellation.

If the Client cancels the Service it will be refunded for whole months unused in a billing cycle. No partial month refunds can be made. In order to treat everyone equally, no exceptions will be made.

**Not-for-Profit Agencies (educational, park and recreation, municipality, 504(c)3 organizations)**

Client's annual fee will remain constant for two years from the start of Service. After two years, it will adjust to the current rate if the annual fee for Service increased.

The Client is grandfathered into the price structure in place at the time of sign up. If the Client is entitled to a price reduction, because their FTE fell, then Client must notify [sales@generalasp.com](mailto:sales@generalasp.com) in order to have their annual fee adjusted.

**For-Profit Agencies**

Client's annual fee will be reviewed yearly and adjusted to reflect any increase in FTE. If the Client is entitled to a price reduction due to a decrease in FTE, the Client must notify [sales@generalasp.com](mailto:sales@generalasp.com) in order to have their annual fee adjusted.

## 5. GENERAL TERMS

- a. You are responsible for maintaining the privacy and security of your account. General ASP will not be held liable for any damage or loss that may result from your failure to protect your login information, including your password.
- b. You are responsible for all your activity and content you post. You may not use the Service for any illegal or unauthorized purpose.
- c. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, General ASP, or any other General ASP service.
- d. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by General ASP.
- e. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- f. You must not upload, post, host, or transmit unsolicited content (including "spam" messages).
- g. You must not transmit any worms or viruses or any code of a destructive nature.
- h. Any questions regarding the Terms of Service should be addressed to [sales@generalasp.com](mailto:sales@generalasp.com).

## 6. NETWORK AVAILABILITY AND UPTIME

General ASP guarantees that the system shall be available and usable 99.9% of the time, measured on a calendar-month basis. All duties related to meeting this uptime guarantee shall be an obligation of General ASP. General ASP warrants that it will perform or provide the following functions and duties and that the system shall function in accordance with the specifications below and with any other published specifications not inconsistent herewith.

*These include:*

- a. 99.9% uptime per month (at least)
- b. Redundant power and internet connections
- c. Daily data backups
- d. Daily virus scans
- e. Network checks every one minute, with a 15 second failure threshold
- f. Service and security patches installed as soon as practical

## 7. CUSTOMIZATION AND FEATURE REQUESTS

General ASP will assist Client with the customization of the Service for the duration of time Client uses the Service. Client may send customization requests to [support@generalasp.com](mailto:support@generalasp.com) and fax (847) 568-0301. Customization requests will be responded to within one business day. General ASP acknowledges that Client must approve all requests which would incur a charge as stated below.

*All clients, unless explicitly stated otherwise, will not be charged:*

- a. For the first six hours of customization requests sent before Client links its website to the Service ("goes live").
- b. For the first two hours of customization requests sent per month after Client goes live.

Feature Requests are encouraged but are not considered Customization. Feature Requests are placed into a queue and monitored for demand. All requests are developed on a timeline determined by General ASP.

Client acknowledges that any Customization or Feature Request done to the Service becomes part of the Service as a whole and may be distributed to other Clients, but in no case will any Client data be distributed to any outside party without Client's written approval. Any Customization or Feature that is distributed to all clients shall not be charged against Client. Additional work performed outside of the scope of this paragraph will be billed at the rate of \$65/hour.

## 8. USE OF SYSTEM

General ASP grants Client unlimited use of the administrative portion of the system by an unlimited number of Client employees. Client is not authorized to give other organizations access to the administrative portion of the system or otherwise share the system with anyone outside the Client organization.

## 9. OWNERSHIP OF SYSTEM AND DATA

Client acknowledges that General ASP is the sole owner of Service. General ASP acknowledges that Client is the sole owner of all applicant and vacancy data. General ASP agrees that, when directed by Client, it will provide a full data extract of all Client data to Client via electronic media within 10 business days of Client's written request. General ASP reserves the right to download data for maintenance and backup purposes only and it shall be maintained subject to the confidentiality requirements hereinafter described.

## 10. CONFIDENTIALITY

General ASP recognizes and acknowledges that the Terms of Service creates a confidential relationship between General ASP and Client, and that all information contained within Service, as well as Client's business affairs is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

## 11. NON-DISCLOSURE

General ASP agrees that, except as directed by Client, it will not at any time during or after the term of the Terms of Service disclose any Confidential Information to any person whatsoever and that upon the termination of service it will turn over to Client all database files, documents, papers, and other matter in its possession or control that relate to Client.

## 12. TERMINATION

This Terms of Service may be terminated at any time, for any reason by mutual Terms of Service of the parties. Client may terminate service when it determines that termination is in the best interests of the Client by giving General ASP 30 days written notice of the termination.

## 13. HEADINGS

The headings that appear in this Terms of Service have been inserted for the purpose of convenience and ready reference. They are not intended to and shall not be deemed to define, limit or extend the scope or intent of any provision thereof.