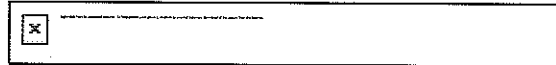


Andy Rowlson

From: Oktiv Notification <noreply@oktiv.com>
Sent: Thursday, March 16, 2017 11:24 AM
To: Andy Rowlson
Subject: You accepted 'ONB Proposal for WTA'



Electronic Acceptance of Document
Acceptance Receipt
ONB Proposal for WTA

Accepted by
andy Rowlson
andyr@ridewta.com
March 16, 2017, 2:24:24 PM
IP Address: 66.165.33.228

Document Details
Owner: Liza Galliher
Presented to: Whatcom Transportation Authority (WTA)
Presented on: February 24, 2017, 12:22:19 PM

Online Document
<https://exacthire.oktiv.com/view/onb-proposal-for-wta-d029d44e-6f6d-4ad9-97cc-b44e5bf339a9>

PDF Document
<https://exacthire.oktiv.com/view/pdf/1524822>

This message was sent to you by the Oktiv Team using
Sales Productivity Software by Oktiv.

[illegible]

Paperless and Efficient



- New hires will enter core demographics a single time, with those fields auto-populating any forms as needed
- Forms requiring additional information from new hires are easily completed via custom input screens
- Stop worrying about illegible handwriting or missing information on paper forms
- All forms and documents utilize valid electronic signature protocol
- Completed forms are stored indefinitely in electronic format

Workflow

- Unique lists of items to be completed are auto-generated for each new hire
- Ability to make tasks contingent upon the completion of other tasks
- Utilize follow-up actions for internal staff who are charged with onboarding new hires (I9 approval, counter-signatures, equipment provisioning, etc.)



- # Dashboard



ExactHire
Technology for Hiring

- Allow new hires to visually measure progress
- Help managers and HR staff spot potential laggards
- View completed items at anytime from a single area

To view the Solution Overview Video please access our online proposal or visit www.exacthire.com/employee-onboarding-software/.



Implementation & Ongoing Fees

Implementation will begin upon receipt of this signed agreement from Whatcom Transportation Authority (WTA).

We will use your unique new hire forms to build your **OnboardCentric** portal, and it will be fully operational after 4-6 weeks of your input. Then, we can begin training and orienting your chosen administrators as soon as you are ready.

Our **estimated** fee structure **for Whatcom Transportation Authority (WTA) (based on information listed in Statement of Work) will be as follows:**

Implementation - \$700 (one time)

OnboardCentric set-up, including:

- Onboarding portal with forms built and customized to your specifications
- Branding of portal with your logo
- Full training for your staff in the OnboardCentric portal
- Unlimited ongoing user support

Quarterly System Access Fee - \$450 per quarter to go paperless onboarding

The figure shown above illustrates fees for items listed in your Statement of Work. Items not listed in this statement of work will require further discussion to determine additional costs.

**System Access Fee assumes Client will utilize ACH billing. If a company credit card is utilized instead, a 5% charge will be added to cover processing costs.*



In this Agreement, the party who is contracting to receive services shall be referred to as "Client," and the party who will be providing the services shall be referred to as "ExactHire." ExactHire has a background in Applicant Tracking software, Onboarding software, and Assessments and is willing to provide services to Client based on this background. Client desires to have services provided by ExactHire.

Therefore the parties agree as follows:

ExactHire will provide the following services (collectively, the "Services"): **OnboardCentric hosted software.**

Client will pay a fee to ExactHire for the Services as detailed in this Section:

a) **Invoice:** Client will be invoiced for implementation fees upon the execution date of this agreement. Billing for recurring fees will begin upon notification to the customer of the completion of Implementation and testing from ExactHire.

b) **Payment Period:** Client agrees to pay all invoices within fifteen (15) days of invoice date.

c) **Late Payments and Charges:** If, for any reason, payment is not made when due, a late fee of five percent (5%) will be added to the total invoice charges for over thirty (30) days past due.

d) **Payment Method:** Client will choose from the payment method and frequency of payment options presented after this Contract Terms section. ***The preferred payment method is an Automated Clearing House Debit (ACH Debit) transaction; however, you may select other options for a slight increase in fees to be explicitly outlined later in this form.***

Client understands and agrees that pricing for the OnboardCentric product is based on two primary factors:

- 1) The number of documents used in Client's organization's new-hire process
- 2) A range of new hires for Client's organization on an annual basis

Client understands and agrees that ExactHire will conduct an annual audit of Client's organization's hiring activity for the preceding 12-month period of time. If, during that audit, it is discovered that hiring volume has increased beyond the initial agreed-upon range, Client understands and agrees that ExactHire may increase fees for services accordingly. If that is the case, ExactHire must communicate that pricing change to Client's organization in advance. If, for whatever reason, it is determined that Client's organization chooses not to continue services with ExactHire, said services may be discontinued (with no penalty to my organization) with a 30-day written notice.

This Agreement is an agreement that is automatically renewed annually on the date of the contract. The agreement may be terminated with a thirty (30) day written notice by either party.

ExactHire's employees who perform services for the Client under this Agreement shall also be bound by the provisions of this Agreement. During the Term of this engagement, and for one (1) year thereafter, Client shall not (a) offer employment to nor employ any ExactHire employee either full-time or part-time, nor (b) hire nor offer to hire any ExactHire employee without ExactHire's written consent. If ExactHire does not give its consent to Client and an employee of ExactHire is employed by Client at any time during the Term of this engagement and for one (1) year thereafter, Client shall pay ExactHire a fee in the amount of one times annual salary of such employee. Notwithstanding the foregoing, Client may (a) hire any such person who has been terminated by ExactHire before the commencement of employment discussions; (b) solicit and hire such person through general public advertisements that are not primarily targeted at such person; and/or (c) hire such person that Client can prove was engaged in employment discussions with Client prior to the effective date of this agreement.

"Confidential Information" shall mean all confidential or proprietary information provided by Client to ExactHire, including any information



regarding Client's job applicants and Client's employees. ExactHire shall maintain data security procedures to protect against the destruction, loss or unauthorized disclosure or use of Confidential Information. Confidential Information shall not be released by ExactHire to any third party, including any other customer of ExactHire. ExactHire shall promptly inform Client of any destruction, loss or unauthorized disclosure of Confidential Information. Upon the termination of this agreement or upon the request of the Client, ExactHire shall deliver to Client all copies of Confidential Information, or destroy all Confidential Information, as directed by client. As well, Client recognizes that the Client has and will have access to confidential information and other proprietary information (collectively "Information") which are valuable, special and unique assets of ExactHire and need to be protected from improper disclosure. Client will protect the Information and treat it as strictly confidential.

Electronic Acceptance of Document

Presented to:

Whatcom Transportation Authority (WTA)
February 24, 2017, 11:22:19 AM

Accepted by:

andy Rowlson
andyr@ridewta.com
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