SOFTWARE AND SERVICES AGREEMENT
Taleo Corporation

This SOFTWARE SERVICES AGREEMENT ("Contract") is entered into as of *March 30, 2012* ("**Effective Date**") by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and Taleo Corporation, ("**Taleo**").

RECITALS

A. Taleo desires to provide software and support services to the Board, and the Board desires to purchase or license the software and support services pursuant to the terms and conditions that follow; and

B. *Taleo has demonstrated that it has the requisite knowledge, skill, experience and other resources necessary to provide the software and support services to the Board.*

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Contract

2. Definitions: The Board and Taleo agree to the below definitions as applying to this Contract in addition to those set forth in the Software as a Service provisions.

1. "**Approved Entity**" means the Board of Education of the City of Chicago and for which the Board has paid the relevant fees for use of the Software.

2. "**Approved Purposes**" means the use of the Software for the Board's hiring management and human capital management processes by Authorized Users on behalf of the employee count at the Approved Entity.

3. "**Authorized User**" means an employee of Approved Entity or a Third-Party Contractor of an Approved Entity that has been given the necessary access rights (e.g., a Password assigned by Board) to use the Software for the Approved Purposes.

4. "**Confidential Information**" shall have the meaning set forth in Section 14.

5. "**Candidate**" means individual job seeker for permanent employment.

6. "**Candidate Data**" means any and all information inputted or uploaded to the Software by a Candidate(s).

7. "**Career Section**" means the functionality of the Software that is available to the general public via the internet and enables Candidates to search and apply for permanent employment. The Career Section is hosted by Taleo but will be framed by and integrated with a Board web page that is hosted by the Board.

8. "**Consulting Services**" has the meaning set forth in Section V of Attachment 1.

9. "**Board Contact Person**" means the Authorized User designated by Board who will serve as the primary contact person between Taleo and the Board.

10. "**Board Data**" means any and all information (including without limitation, Candidate Data, data regarding Authorized Users, job postings data and otherwise) provided, inputted or uploaded to the Software by an Authorized User, Candidate(s), the Board, or by Taleo on the Board's behalf.

11. "**Custom Deliverable**" has the meaning set forth in Section 14.

12. "**Documentation**" means any user instructions, manuals, or technical requirements documents that are generally provided by Taleo in connection with the Software.

13. "**Effective Date**" means the effective date set forth above and shall include the term Effective Date of Order or EDO in the initial Order Form agreed to by the parties contemporaneously with this Contract.

14. "**Maintenance and Support**" means the services described in Sections J, Q and T and elsewhere in the Contract.

15. **"New Products"** means products, modules, or components which may be used in connection with the Software or as stand-alone products and which are not part of an Upgrade, Update, or other modification to the Software that are generally provided to Taleo customers as part of normal maintenance and support. New Products may include products/services complementary to the Software that are provided by a Taleo third-party contractor and resold by Taleo, or products/services developed by Taleo directly.

16. **"Order Form"** means a document referencing this Contract and signed by the parties that specifies the Software and optional services for which the Board has agreed to pay use fees during the term of this Contract.

17. **"Password"** means a unique password which permits access to the Software and is assigned to each Authorized User by the Board in conjunction with Taleo.

18. **"Software"** means Taleo's commercially available software applications as specified in an Order Form.

19. **"Update"** means functional enhancements, error corrections or fixes to the Software that are generally made available free of charge to Taleo's customers that have contracted for Maintenance and Support. The term Update shall not include New Products.

20. **"Third-Party Contractor"** shall have the meaning set forth in Section E of Attachment 1.

21. **"Upgrade"** means a release or version of the Taleo Software that contains major functional additions and that is generally made available free of charge to Taleo's customers. Upgrades are noted by a change in the version number of the Software. The term Upgrade shall not include New Products.

3. Term of Contract: This Contract is for a term commencing on the Effective Date and continuing for a period of two (2) years from the Effective Date, ("Term"), with one (1) option to renew the Contract for a period of two (2) years, such option to be under the same terms and conditions as the original Contract. Taleo will issue a Sales Order Order Form for any such renewal confirming the products and pricing.

4. Scope of Services: Taleo agrees to provide the services set forth on Attachment 1, Exhibit A, ("Sales Order Form" or **"SOF"**) and Exhibit B ("Implementation Statement of Work" or "SOW") and Exhibit C, ("Education Services Statement of Work") and collectively "Services", in accordance with the terms and conditions of this Contract. "Services" means, collectively, the services, Deliverables, duties and responsibilities described in Attachment 1 and Exhibit A, B and C of this Contract and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Contract. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Taleo's fees, shall be documented by a written amendment to this Contract signed by both parties.

5. Compensation, Purchase Orders, Billing and Payment Procedures:

5.1   Compensation: The total maximum compensation payable to Taleo pursuant to this Contract shall not exceed the sum authorized by Board Report No. 12-0328-PR24 (**"Total Maximum Compensation"**), as may be amended from time to time. If the Board reimburses Taleo for any expenses, Taleo shall comply with the Board's policy on reimbursable travel-related expenses as set forth below. Taleo is not entitled to any payment nor is the Board obligated to pay Taleo any amount solely by virtue of entering into this Contract. In the event of early termination of this Contract, the Board shall only be obligated to pay for Services rendered up to the date of termination. In no event shall the Board be liable for the cost of Services performed after the effective termination or expiration date of this Contract. Taleo agrees to provide the Services at the prices set forth in Exhibit A, Exhibit B and Exhibit C to this Contract. If Taleo overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Taleo under this or any other Contract between Taleo and the Board.

All reimbursable travel-related expenses shall be in compliance and invoiced in accordance with the

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maximum rates set forth in the Board's *Policy on Reimbursement for Work-Related Expenses* adopted on December 16, 2009 (09-1216-PO1) as amended from time to time. Taleo must submit receipts and proofs of payment that are acceptable to the Board for any and all claimed reimbursables at the time of invoicing. It is understood and agreed that the Board shall have the right to deny payment of any invoiced expense that is not substantiated by a paid receipt or some other proof of payment that is acceptable to the Board.

5.2 <u>Purchase Orders</u>: Orders must be on the Board's Standard Purchase Order Form ("**PO**"). It is understood and agreed that Taleo shall not provide any Services without a valid purchase order. If Taleo provides any Services without a valid purchase order Taleo shall not be entitled to receive any payment for such Services. The sole purpose of such PO shall be to provide information necessary to complete the order process and the preprinted terms of such PO shall be of no force or effect.

5.3 <u>Billing and Payment Procedures</u>: Taleo shall submit invoices to the Board as set forth in accordance with the attachments. The invoices shall reference this Contract. All invoices must include: a valid purchase order number, itemized description of the services rendered, date the services were rendered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Contract. If Taleo has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices, with payments to Taleo not to exceed thirty (30) days from the receipt of invoice by the Board, and all supporting documentation necessary for the Board to verify the Services provided under this Contract. Original invoices must be sent to: Chicago Public Schools, Accounts Payable, P.O. Box 661, Chicago, Illinois, 60690-0661, with a copy sent to: Karla Kirkling, Talent Office, 125 S. Clark Street, 2nd Floor, Chicago, Illinois 60603.

6. Standards of Performance: Taleo shall devote, and shall cause all of its staff and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively and efficiently and to the satisfaction of the CPO. Taleo shall use efficient business administration methods and perform the Services in the most expeditious and economical manner so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with this Contract are efficiently and cost-effectively delivered. Taleo acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Taleo agrees to be held to the standard of care for which it treats its own like confidential information. Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the Board does not relieve Taleo of its responsibility for the professional skill, care, and technical accuracy of its Services and Deliverables. Taleo shall remain responsible for the professional and technical accuracy of all Services, including any Deliverables furnished, whether by Taleo or its subcontractors or others on its behalf.

7. Hosting, Implementation of the Software: Taleo will host and retain physical control over the Software and make such computer programs and code available only through the Internet for access, use and operation by the Board through a Web-browser (e.g., Internet Explorer). Except as provided in the preceding sentence, no provision under this Contract shall obligate Taleo to deliver or otherwise make available any copies of computer programs or code from the Software to the Board, whether in object code or source code form. Taleo shall provide configuration and implementation services as detailed in Exhibit B for the Software provided under the Contract.

8. Software Maintenance and Support: Taleo shall provide support services to the Board as described in Software as a Service Provisions, Sections J, K, L, M, Q, R, S, T, U, V, W and X the Contract.

9. Compatibility and Data Flow: Taleo will ensure that the Software is available for access over

the internet so that data can flow between the Board's users and the Software. At all times, Taleo must cooperate and work as requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers. Such coordination shall include:

    a. Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution;

    b. Providing information concerning any or all of the Provided Resources of the data, computing environment, and technology direction used in implementing and providing the Services;

    c. Working with the Board's other service providers in the implementation and integration of the Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Services;

    d. Providing reasonable access to and use of the Provided Resources; and

    e. Performing other reasonable necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this section.

    f. In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the Board's third-party service providers (or by the Board itself), or within the Scope of Services to be provided by Taleo, the parties shall mutually agree as to how to proceed. If any of the foregoing requires the disclosure of any proprietary information or Confidential Information of Taleo to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with Board, with terms substantially equivalent to those of the Contract regarding the protection of Confidential Information.

    g. Taleo shall have no obligation under this section to ensure that the Board maintains an active internet connection. Any unavailability of the Services due to the Board's lack of an internet connection, unless such lack of an internet connection is caused by Taleo, the Services, or the Software, shall be the sole responsibility of the Board.

10. Personnel: Taleo must assign and maintain during the term of this Contract and any renewal of it, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Taleo must include among its staff the Key Personnel and positions, if any, as identified below. If the Board determines, in its sole discretion, that any employee, subcontractor or other person providing Services hereunder for Taleo is not performing in accordance with the performance standards or other requirements of this Contract, the Board shall have the right to direct Taleo to remove that person from performing Services under this Contract.

11. Non-appropriation: Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Contract, the Board shall notify Taleo and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. Payments for Services completed to the date of notification shall be made to Taleo except that no payment shall be made or due to Taleo under this Contract beyond those amounts

appropriated and budgeted by the Board to fund payments under this Contract.

12. Termination, Suspension of Services, Events of Default, Remedies, and Turnover of Documents

12.1 **Early Termination.** The Board may terminate this Contract in whole or in part, without cause, at any time, due to inadequate funding or other budgetary constraints, by a notice in writing from the Board to Taleo in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received or the date stated in the notice, whichever is later. In the event of such early termination, the Board shall pay Taleo any outstanding subscription fees within thirty (30) days of the end of work under the Contract and Taleo shall reimburse the Board on a pro-rata basis for any prepaid fees not earned by Taleo.

After notice is received, Taleo must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed unless otherwise agreed by the parties. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth herein in the provision regarding compensation and payment.

Within ten business (10) days of termination or expiration of this Contract, Taleo shall provide to the Board a copy of the Board's database in a standard SQL server format via SFTP Server (or in such other format as is mutually agreed by the parties). Notwithstanding anything to the contrary herein, upon termination or expiration of this Contract except for breach by the Board, the Board may elect to work with Taleo for the purpose of transitioning to a replacement system (the "Transition Period"). Taleo shall provide Consulting Services to the Board during the Transition Period for an orderly transition at Taleo's then currently published rate for Consulting Services that it charges to its other existing customers. Taleo is not obligated to store and shall be entitled to delete any Board data in Taleo's possession (including candidate data stored on Taleo's servers) that is not retrieved by the Board within thirty (30) days of expiration or termination of this Contract.

Taleo must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Contract.

Taleo shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Taleo or the Board to the extent inconsistent with this provision.

12.2 **Taleo's Events of Default.** Events of default ("Events of Default") include, but are not limited to, the following:

a) Any material misrepresentation by Taleo in the inducement or the performance of this Contract.
b) Breach of any term, condition, representation or warranty made by Taleo in this Contract.
c) Failure of Taleo to perform any of its obligations under this Contract, including, but not limited to, the following:
   i) Failure to timely perform any portion of the Services in the manner specified herein;
   ii) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
   iii) Failure to perform the Services as contractually agreed;
   iv) Failure to promptly re-perform within a reasonable time and at no cost to the

Board, Services that were determined by the Board to be incomplete or unsatisfactory;

   v) Discontinuance of the Services for reasons within Taleo's reasonable control; or

   vi) Failure to comply with any term of this Contract, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Contract constituting an Event of Default.

d) Any action or failure to act by Taleo which affects the safety and/or welfare of students or Board staff; and

e) Assignment by Taleo for the benefit of creditors or consent by Taleo to the appointment of a trustee or receiver or the filing by or against Taleo of any petition or proceeding under any bankruptcy, insolvency or similar law.

12.3   Remedies. The occurrence of any Event of Default which Taleo fails to cure within thirty (30) calendar days (or such other period as the CPO may authorize in writing) after receipt of notice given in accordance with the terms of this Contract and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within said cure period after notice, Taleo fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Taleo in default. Whether to declare Taleo in default is within the sole discretion of the CPO. Written notification of an intention of the CPO to terminate this Contract, in whole or in part, shall be provided and shall be final and effective upon Taleo's receipt of such notice or on the date set forth in the notice, whichever is later. When a notice of an intention to terminate is given as provided in this Section, Taleo must discontinue all Services, unless otherwise directed in the notice, and must deliver to the Board all materials prepared or created in the performance of this Contract, whether completed or in-process. Upon the giving of such notice as provided in this Contract, the Board may invoke any or all of the following remedies:

a)   Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of Taleo. In such event, Taleo shall be liable to the Board for any excess costs incurred by the Board. Any amount due Taleo under this Contract or any other agreement Taleo may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.

b)   Terminate this Contract, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the Board.

c)   Suspend Services during the thirty (30) day cure period if the default results from an action or failure to act by Taleo which affects the safety and/or welfare of students or Board staff.

d)   Seek specific performance, an injunction or any other appropriate equitable remedy.

e)   Receive from Taleo any and all damages incurred as a result or in consequence of an Event of Default.

f)   Take action to collect money damages.

g)   Withhold all or part of Taleo's compensation under this Contract that is due or future payments that may become due under this Contract.

h)   Deem Taleo non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Taleo pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (08-1217-PO1), as may be amended from time to time.

The Board may elect not to declare Taleo in default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Taleo to continue to provide the Services despite one or more Events of Default, Taleo shall in no way be relieved of any responsibilities, duties or obligations under this Contract nor shall the Board waive or relinquish any of its rights under this Contract, at law, equity or statute, nor shall the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative in order for the Board to be made completely whole and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient,.

If the Board's election to terminate this Contract for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant to 12.1 above.

12.4. <u>Termination by Taleo</u>. Taleo may, by written notice to the Board, terminate this Contract if any of the following events ("Termination Events") occur:
a. The Board fails to pay any amount due Taleo within ninety (90) days after Taleo gives the Board written notice of such nonpayment.

12.5 <u>Software Services Termination Procedures</u>. Insofar as termination of the software services is concerned, the obligations of the parties shall be as follows: (i) the Board will disable any hypertext link between the Board site on the World Wide Web to the Software and/or the Career Section; (ii) the Board and each Authorized User will no longer be provided access to the Software; and (iii) each party will return to the other party any Confidential Information that is in tangible form. Upon request, either party shall furnish the other with a certificate signed by an executive officer verifying that the same has been done. In addition, Taleo will, upon request, provide Customer with a copy of Customer Data extracted from the Software in a mutually agreed upon format.

12.6. <u>Turnover of Documents and Records</u>. Upon demand of the Board after termination of this Contract for any reason or the expiration of this Contract by its terms, Taleo shall turn over to the Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to this Contract or the performance or furnishing of Services, except that Taleo may keep a copy of such information for its own records.

13. **Assignment:** This Contract shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Contract or any obligations imposed hereunder without the prior written consent of the other party.

14. **Confidential Information. Dissemination of Information. Ownership. Survival.**

14.1 <u>Confidential Information.</u> In the performance of this Contract, Taleo may have access to or receive certain Board information that is not generally known to others ("Confidential Information"). Taleo acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, information relating to health records, and other information of a personal nature. Taleo shall not use or disclose any Confidential Information without the prior written consent of the Board. Taleo shall use at least a commercially reasonable standard of care in the protection of the Confidential Information of the Board. Upon the expiration or termination of this Contract, Taleo shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Board along with all copies thereof in its possession including copies stored in any computer memory or storage medium except as provided in 12.6 above.

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14.2 <u>Dissemination of Information.</u> Taleo shall not disseminate any information obtained in performance or delivery of Services for the Board to a third party without the prior written consent of the Board. Taleo shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or Materials, except as may be required by law or with the prior written consent of the Board. If Taleo is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Taleo's possession as a result of Services and/or Materials provided under this Contract, Taleo shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Taleo shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Taleo shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Taleo under this Contract.

14.3 <u>Ownership.</u> All Confidential Information shall at all times be and remain the property of the Board. Any Confidential Information shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of this Contract within three (3) business days of demand except as provided for in 8.5 above.

The Board will retain all right, title and interest to Board Data. Taleo has no right, title or interest in any personally identifiable information related to Board's Candidates or employees and Board hereby retains all such rights. Board acknowledges that Taleo will retain all right, title and interest to the Software, training content, and Documentation, all technology, inventions and pre-existing content incorporated therein, all derivative works, modifications, enhancements, Updates, or Upgrades thereto (including database structures), and all intellectual property rights in any of the foregoing. If during the performance of this Contract, the Board suggests to Taleo any new features, concepts, improvements or other feedback related to or based upon the Software or other Taleo products/services ("Suggestions"), and Taleo subsequently incorporates such Suggestions into the Software or other Taleo products/services, the Software or other Taleo products/services incorporating such Suggestions will be the sole and exclusive property of Taleo. The Board acknowledges that Taleo will retain all right, title and interest to transactional and performance data related to use of the Software which Taleo may collect and use for its business purposes (including Software use optimization and product marketing) provided that such use does not reveal the identity of the Board or specific Software use characteristics that may be identified to the Board.

The parties agree, subject to the terms of this Contract, that with respect to all documents, designs, computer programs, computer systems, data, computer documentation and other tangible materials authored or prepared by Taleo for the Board pursuant to an SOW ("Custom Deliverables"), the Board shall have a non-exclusive, nontransferable, internal use, object code license to use such Custom Deliverables for the Board's internal business purposes during the term of this Contract. The term "Custom Deliverables" shall not include the Software, training content, or the Documentation licensed to the Board under this Contract or any derivative works, modifications, enhancements, Updates or Upgrades thereto.

Board agrees that, notwithstanding anything to the contrary set forth herein: (i) Taleo shall retain ownership of and may use Custom Deliverables, or portions thereof, in the context of other consulting engagements provided that no Board Confidential Information, Board identity, or personally identifiable information belonging to the Board is shared or revealed by or included within the portion of any Custom Deliverable so used (e.g., Taleo may use the same integration code in multiple consulting engagements); (ii) as part of Taleo's provision of the Services hereunder, Taleo may utilize proprietary works of authorship, pre-existing or otherwise, that have

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not been created specifically for the Board, including without limitation software, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, code, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by Taleo or by third parties under contract to Taleo (all of the foregoing, collectively, "Taleo's Information"); and (iii) Taleo's Information and Taleo's administrative communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of Taleo; provided Taleo's Information shall not include any of the Board's Confidential Information or any derivative works containing the Board's Confidential Information.

To the extent that Taleo incorporates any Taleo Information into the Custom Deliverables Taleo hereby grants to the Board a non-exclusive, nontransferable, internal use, object code license to use such Taleo Information solely in connection with the Board's use of the Custom Deliverables in accordance with any limitations set forth in the applicable SOW. Taleo shall not, by this provision, be obligated to license to the Board or provide to the Board any third party software necessary to use or access a deliverable other than as specifically set forth in this Contract.

14.4   Taleo Confidential Information. Customer acknowledges that by reason of its relationship hereunder it will have access to certain information and materials concerning Taleo's technology business, plans, and customers that are confidential and of substantial value to such party, which value would be impaired if such information were disclosed to third parties ("Taleo Confidential Information"). Taleo Confidential Information shall include, without limitation, information specifically designated as confidential, the features and functions of the Software and Optional Services that are not available to the general public via the public internet (including screen shots of the same), future product plans, any Documentation or specifications provided to Customer, the terms (including pricing and performance metrics) of this Contract but not the mere existence of this Contract, any Order Forms, SOWs, schedules, addenda or amendments to this Contract, performance and security test results (whether conducted by Taleo or Customer), and any other proprietary, financial or business information supplied to Customer by Taleo. Customer agrees that it will not and will ensure that its employees, agents and contractors will not make use of (except in furtherance of the Authorized Purpose), disseminate, or in any way disclose any Taleo Confidential Information to any person, firm or business, except for any purpose that Taleo may hereafter authorize in writing. Customer agrees that it will treat all Taleo Confidential Information with the same degree of care as it accords to its own confidential information, and Customer represents that it exercises reasonable care to protect its own confidential information. Upon request by Taleo, Customer shall advise whether or not it considers any particular information or materials to be confidential. Notwithstanding the foregoing, "Taleo Confidential Information" shall not include: (i) information previously known to Customer without reference to Taleo Confidential Information, (ii) information which is or becomes publicly known through no act or omission of Customer, (iii) information which has been independently developed by Customer without reference to the Taleo Confidential Information, (iv) information received from a third party under no confidentiality obligation with respect to the Taleo Confidential Information, (v) information required to be disclosed pursuant to administrative or court order, government or regulatory requirement or arbitration or litigation arising out of this Contract, or (vi) information disclosed to the auditors, accountants or bankers working on behalf of Customer. Taleo understands that the Contract is a public document and that there may be requests for access to it under applicable regulations permitting public access. Taleo agrees that to the extent any items in the Contract are permitted to be redacted prior to such release, such redaction effort shall be paid for by Taleo.

14.5   Injunctive Relief. In the event of a breach or threatened breach of this Section, Taleo acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Taleo agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

14.6   Freedom of Information Act. Taleo acknowledges that this Contract and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Contract is subject to reporting requirements under 105 ILCS 5/10-20.44.   Taleo further acknowledges that this Contract shall be posted on the Board's Internet website.

14.7   Survival. The provisions of this Section shall survive the termination or expiration of this Contract.

15.   **Representations and Warranties of Taleo:**   Taleo represents and warrants that the following shall be true and correct as of the effective date of this Contract and shall continue to be true and correct during the Term of this Contract.

15.1   Licensed Professionals. Taleo is appropriately licensed under Illinois law to perform Services required under this Contract and shall perform no Services for which a professional license is required by law and for which Taleo, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

15.2   Compliance with Laws. Taleo is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Contract and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace Act, the Illinois Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Taleo is and shall remain in compliance with all Board policies and rules, as may be amended from time to time. Board policies and rules are available at http://www.cps.edu/.

15.3   Good Standing. Taleo is not in default and has not been deemed by the Board to be in default under any other Contract with the Board during the five (5) year period immediately preceding the effective date of this Contract.

15.4   Authorization. In the event Taleo is an entity other than a sole proprietorship, Taleo represents that it has taken all action necessary for the approval and execution of this Contract, and execution by the person signing on behalf of Taleo is duly authorized by Taleo and has been made with complete and full authority to commit Taleo to all terms and conditions of this Contract which shall constitute valid, binding obligations of Taleo.

15.5   Financially Solvent. Taleo warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Contract.

15.6   Gratuities. No payment, gratuity or offer of employment was made by or to Taleo in relation to this Contract or as an inducement for award of this Contract.

15.7   Contractor's Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Taleo, are true and correct. Taleo shall promptly notify the Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

15.8   Criminal History Records Search. Taleo represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check

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("**Records Check**") conducted on any and all employees, agents and subcontractors ("**Staff**") who may have direct, daily contact with CPS students under this Contract in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law*, created under Illinois Public Act 94-219, eff. August 2005; and the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945. Such complete Records Check consists of the following:

- Fingerprint-based checks through the Illinois State Police (ISP) and the FBI;
- Check of the Illinois Sex Offender Registry (IL-SOR); and
- Check of the Violent Offender Against Youth Registry (see below)

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Child Murderer Violent Offender Against Youth Notification Law*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Taleo understands and agrees that it shall not allow any of its employees or subcontractors to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

If Taleo is an individual, Taleo represents and warrants that Taleo is in compliance with Section 5/34-18.5 of the Illinois School Code as from time to time amended, and has never been convicted of the offenses enumerated therein. Further, Taleo agrees to submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for the Board to perform all such above checks on Taleo, all at Taleo's expense.

It is understood and agreed that Taleo's non-compliance with this Section 15.8 will constitute a material breach of this Contract, and the Board also will have the right to withhold payments due hereunder until Taleo remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Contract or by law.

15.9 Research Activities and Data Requests. Taleo acknowledges and agrees that in the event Taleo seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Contract, Taleo shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Taleo acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Officer of the Office of Research, Evaluation and Accountability or his/her designee. For purposes of clarification, the parties agree that Taleo's aggregation of data collected under this Contract shall not be considered research under this provision.

15.10 Prohibited Acts. To the best of its knowledge, within the three (3) years prior to the effective date of this Contract, Taleo or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal

Code.

15.11. <u>Assignment of Warranties</u>: Taleo represents and warrants that Taleo will assign to the Board any third-party warranties concerning the Software from any such third party software manufacturer.

15.12. <u>Documentation Warranty</u>: Taleo represents and warrants that the Documentation provided to the Board concerning the Software shall be kept current with the Upgrades of the Software;

15.13. <u>Title Warranty</u>: Taleo represents and warrants that it has the lawful right, power, and authority to license the Software;

15.14. <u>Software Performance</u>: Taleo represents and warrants that the Software shall perform the functions described in the Documentation. Taleo shall correct any failure of the Software to perform in accordance with the Documentation as agreed in this Contract;

15.15 <u>Disruptive Code</u>. Taleo incorporates commercially reasonable measures to screen for time-bombs, viruses, technically limiting devices, and/or technically limiting code. Software enabling Taleo's remote access for purposes of conducting Maintenance and Support services will not be considered disruptive code for purposes of this section.

15.16 <u>Master Copy of Software</u>: Taleo will also maintain a master copy of the appropriate versions of the Software free of disruptive code;

15.17 <u>Not Alter Program</u>. Taleo represents and warrants that it will not, directly or through a third party, knowingly remove, alter, change or interface with the Software for the purpose or preventing the Board from utilizing the Software;

15.18 <u>Ownership</u>. Taleo is the owner of the Services and Software or otherwise has the right to grant to the Board the License without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by Taleo

15.19. <u>Intellectual Property</u>. That in performing and delivering the Software and Services, Taleo will not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not improperly use any third party's confidential information; and shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials and products that it furnishes to the Board under the Contract and can grant or assign all rights granted or assigned to the Board pursuant to the Contract.

All warranties will survive inspection, acceptance, and payment under this Contract. Nothing in the foregoing warranties will be construed to limit any other rights or remedies available to the Board under the law and the Contract.

16. <u>Independent Contractor</u>: It is understood and agreed that the relationship of Taleo to the Board is and shall continue to be that of an independent contractor and neither Taleo nor any of Taleo's employees shall be entitled to receive Board employee benefits. As an independent contractor, Taleo agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due In regard to compensation paid by the Board. Taleo agrees that neither Taleo nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Taleo shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

17.   **Indemnification: Infringement Indemnity:**

17.1   Indemnification: Taleo agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of Taleo, its officers, agents, employees and subcontractors in the performance of this Contract.

17.2   Infringement Indemnity: Taleo shall, at its expense, defend or at its option, settle any claim, action or allegation brought against Customer that the Software, Documentation or any Deliverable infringes any valid copyright, patent, trade secret, or any other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into, provided that Customer gives commercially reasonable written notice to Taleo of any such claim, action or allegation of infringement the Board reasonably believes falls within the scope of this paragraph. Except as provided below, Consultant has the obligation, upon either the occurrence of a finding of infringement to:

A. Options: In the event any infringement claim, action or allegation is brought or threatened, Taleo may, at its sole option and expense:
    (i)   Procure for Customer the right to continue use of the Software or infringing part thereof; or
    (ii)   Modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable.
    In the case of (ii) above, Taleo will provide, at its cost, any and all Services necessary to implement such modifications or replacement software and be responsible for the costs of providing the necessary training for Authorized Users and Administrators to use such replacement software.
    If, in Taleo's discretion, none of the foregoing is achievable after exercising commercially reasonable efforts to achieve one of the foregoing and without limiting any other remedies available to the Board, Taleo may Terminate this Contract and refund to the Board the prorated amount of the fees prepaid by the Board that were to apply to the remainder of the unexpired Term, as calculated from the termination date through the remainder of the unexpired term.

B. Exclusions: The foregoing obligations will not apply to the extent the infringement arises as a result of (a) any use of the Software in a manner other than as specified in this Contract or the Documentation; (b) any use of the Software in combination with other products, equipment, devices, software, systems or data not supplied by Taleo to the extent such claim is directed against such combination; or (c) any alteration, modification or customization of the Software made by any party other than Taleo or Taleo's authorized representative if such infringement would not have occurred without such modification or combination.

17.3.   Limitation.   This Section 17 above states the entire liability of Taleo with respect to infringement of any patent, copyright, trade secret or other intellectual property right.

17.4   Costs and Expense, Right to Defend:

Taleo shall, at its own cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Taleo shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Taleo of any of its obligations hereunder. Subject to the exception that any settlement that may adversely affect the Board's use or enjoyment of the

Software or requires any action or payment or acceptance of any liability on the part of the Board, which would require written consent by the General Counsel of the Board, Taleo will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and the Board may not settle or compromise such claim, action or allegation, except with prior written consent of Taleo. The Board shall give such assistance and information as Taleo may reasonably require to settle or oppose such claims.

If Taleo, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may, following notice to Taleo, retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Taleo, subject to the right of Taleo to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Taleo and Taleo shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Taleo was conducting the defense.

To the extent permissible by law, and as provided for in this Contract, Taleo waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Taleo that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2nd 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Contract.

18. **Non-Liability of Board Officials**: Taleo agrees that no Board member, employee, agent, officer or official shall be personally charged by Taleo, its members if a joint venture, or any subcontractors with any liability or expense under this Contract or be held personally liable under this Contract to Taleo, its members if a joint venture, or any subcontractors.

19. **Taxes**: All payments, fees and other charges payable by Customer to Taleo under this Contract are exclusive of all federal, state, local and foreign taxes, levies and assessments. Customer agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed on Customer or Taleo arising out of this Contract, excluding any tax based on Taleo's net income. If Customer is required by any applicable law to deduct or withhold amounts otherwise payable to Taleo hereunder, Customer will pay the required amount to the relevant governmental authority and provide Taleo with an official receipt or certified copy or other documentation acceptable to Taleo evidencing the payment and pay to Taleo, and in addition to the payment to which Taleo is otherwise entitled under this Contract, such additional amount as is necessary to ensure that the net amount actually received by Taleo free and clear of all taxes equals the full amount Taleo would have received had no such deduction or withholding been required. The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The compensation set in the Schedule of Compensation is inclusive of all other taxes that may be levied or based on this Contract, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Contract, but excluding taxes levied or imposed on the income or business privileges of Taleo. Taleo shall be responsible for any taxes levied or imposed upon the income or business privileges of Taleo.

20. **Insurance**: Taleo, at its own expense, shall procure and maintain insurance covering all operations under this Contract, whether performed by Taleo or by subcontractors. All insurers

shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Taleo shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth below:

20.1 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Contract with limits of not less than Five Hundred Thousand Dollars ($500,000.00) per occurrence. .

20.2 **Commercial General Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

20.3 **Professional Liability/Errors and Omissions.** If professional services are rendered, Taleo shall maintain such coverage with limits of not less than Two Million 00/100 Dollars ($2,000,000) per claim for errors and omissions in conjunction with professional services. The policy shall have a retroactive date effective with the commencement of professional services and have an extended reporting period of not less than two (2) years following completion of such professional services. Subcontractors performing work for Taleo who do not render professional services are not required to provide this coverage.

20.4 **Automobile Liability Insurance.** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage.

20.5 **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars ($2,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

20.6 **Additional Insured.** Taleo shall have its General Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Taleo for any Services if satisfactory proof of insurance is not provided by Taleo prior to the performance of any Services. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management, Board of Education of the City of Chicago
125 S. Clark Street, 7th Floor, Chicago, Illinois 60603

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Taleo's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Contract have been fully met or that the insurance policies indicated on the certificate are in compliance

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with all Contract requirements. Taleo's failure to carry or document required insurance shall constitute a breach of the Taleo's Contract with the Board. In the event Taleo fails to fulfill the insurance requirements of this Contract, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Contract may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Taleo. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Taleo under this Contract.

All subcontractors are subject to the same insurance requirements of Taleo unless otherwise specified in this Contract. Taleo shall require any subcontractors under this Contract to maintain comparable insurance naming Taleo, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. Taleo will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Taleo in no way limit Taleo's liabilities and responsibilities specified within this Contract or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Contract, if any, or any limitation that might be placed on the indemnity in this Contract given as a matter of law.

21. **Audit and Document Retention:** Taleo shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by Taleo with this Contract. Taleo shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements.

     Failure of Taleo to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Taleo for the cost of such audit. Taleo shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Taleo's Services under this Contract. All records referenced above shall be retained for five (5) years after the termination or expiration of this Contract and shall be subject to inspection and audit by the Board. Taleo shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.

22. **MBE/WBE Program:** Taleo acknowledges that it is familiar with the requirements of the Board's *"Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts"*, which is incorporated by reference as if fully set forth herein. Taleo agrees to adhere to the agreed upon participation goals and to all other applicable MBE/WBE requirements as set forth in the plan. Taleo agrees to submit such documentation in connection with the plan as may be requested by the Board.

23. **Right of Entry:** Taleo and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Taleo shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Taleo shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the

applicable terms and conditions of this Contract, including without limitation, the indemnification provisions contained in this Contract.

24. **Non-Discrimination:** It shall be an unlawful employment practice for Taleo or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Taleo shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, *et seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*, as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as amended; the Illinois School Code, 105 ILCS 5/1-1 *et. seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. §1400 *et seq.*; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for Taleo's employees or Taleo's subcontractors' employees.

25. **Entire Contract and Amendment:** This Contract, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Contract. No modification of or amendment to this Contract shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Contract are of no force or effect.

26. **Governing Law:** This Contract shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

    Taleo irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Contract. Taleo agrees that service of process on Taleo may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Taleo, or by personal delivery on any officer, director, or managing or general agent of Taleo. If any action is brought by Taleo against the Board concerning this Contract, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

27. **Continuing Obligation to Perform:** In the event of any dispute between Taleo and the Board, Taleo shall expeditiously and diligently proceed with the performance of all its obligations under this Contract with a reservation of all rights and remedies it may have under or pursuant to this Contract at law or in equity, provided that, if the Board fails to make the periodic payments required under the Contract where there is no dispute as to such payments, Taleo may suspend services.

28. **Conflict of Interest:** This Contract is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the

letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

29. **Indebtedness**: Taleo agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Contract as fully set forth herein.

30. **Ethics**: No officer, agent or employee of the Board is or shall be employed by Taleo or has or shall have a financial interest, directly, or indirectly, in this Contract or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Contract as fully set forth herein.

31. **Inspector General**: Each party to this Contract hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

32. **Waiver**: No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

33. **Debarment Policy**: Taleo acknowledges that, in performing the Services for the Board, Taleo shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.

34. **Limitation of Liability**: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, IN NO EVENT (i) SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); NOR (ii) SHALL EITHER PARTY BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THREE TIMES THE SUBSCRIPTION FEES PAID BY CUSTOMER TO TALEO HEREUNDER FOR SERVICES RENDERED BY TALEO OVER THE TWELVE (12) MONTH PERIOD PRECEDING THE IMPOSITION OF LIABILITY OR IF PRIOR TO THE TWELFTH MONTH OF THIS AGREEMENT, THE GREATER OF THREE TIMES THE SUBSCRIPTION FEES STATED IN EXHIBIT A OR THREES TIMES THE FEES PAID TO DATE. THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION DO NOT APPLY TO ANY BREACH BY EITHER PARTY OF ITS OBLIGATIONS HEREUNDER REGARDING CONFIDENTIALITY, INDEMNITY OR LIABILITY ARISING FOR BODILY INJURY OF A PERSON.

35. **Disclaimer**: Except as set forth above, Taleo makes no warranties to Customer or to any third party, whether express, implied, or statutory regarding or relating to the Software, the Documentation, any Deliverable or any materials or services furnished or provided to Customer under this Contract, including Maintenance and Support. TALEO HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, DELIVERABLES AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING. TALEO DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE IS ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED AND HEREBY DISCLAIMS ALL LIABILITY ON ACCOUNT THEREOF.

36. **Control Disclaimer**: Customer acknowledges and agrees that Taleo exercises no control over Customer or any Approved Entity, Authorized User, or Candidate in their specific use of the

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Software. Customer acknowledges and agrees that Taleo exercises no control over the decisions as to use or employment, promotion, advancement, termination, notification, or compensation of any Candidate or Authorized User. Taleo hereby disclaims all liability and damage arising from such activities by Customer or any Approved Entity, Authorized User, or Candidate and arising from or caused by data uploaded to the Software by Customer (including damages caused by viruses and other malicious code contained in data uploaded to the Software by Customer). Customer assumes all responsibility for use of the Software by any Authorized User and assumes all responsibility for ensuring the accuracy of Customer Data.

37. **Account Management**: Taleo shall provide account management services. Account management services and strategies (i.e., working with the Board on cost reduction strategies and problem solving) that will include a single point of contact (account manager) for all issues and reporting. Taleo shall attend meetings at the discretion of the Board.

[signature page to follow]

This Agreement will be posted on the CPS Internet website.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the Effective Date.

**THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO**

By: _David J. Vitale_
David J. Vitale, President

By: _Estela M. Beltran_
Estela G. Beltran, Secretary

BR: 12-0328-PR24-1

Date: _3|30|12_

Approved as to legal form: *JDD*

Patrick J. Rocks
Patrick J. Rocks, General Counsel

TALEO CORPORATION

By: _Josh Faddis_

Signature: _____

SVP & General Counsel
Title:_____

Date: _28 March 2012_

Attachments:

Attachment 1: Taleo Software as a Service Provisions
Exhibit A: Sales Order Form
Exhibit B: Implementation Statement of Work
Exhibit C: Training Statement of Work

Attachment 1

Software as a Service Provisions

The following provisions describe the Software as a Service provided by Taleo under this Contract and take precedence over any other provisions of the Contract, any Purchase Order issued hereunder and all other exhibits or attachments. The Board may be referred to hereunder as the Board or the Customer and the Contract may also be referred to as the Agreement.

A. Usage Rights. Subject to each term and condition of this Contract, Taleo hereby grants to Customer a limited, world-wide, nonexclusive, nontransferable right, during the term of the Contract, to (a) access the Software and provide Authorized Users with access to the Software, (b) use the Software, and allow Authorized Users to use the Software, solely for the Approved Purpose; (c) access and use the Documentation and allow Authorized Users to access and use the Documentation, (d) input Customer Data into the Software and upload and download Customer Data available through the Software; and (e) allow Candidates to access and use the functions of the Software available through the Career Section or other Candidate-relevant functions of the Software. No other rights, express or implied, are granted to Customer in the Software or Documentation, other than the limited right to use the Software and Documentation set forth in this Contract.

C. Software Use Restrictions. Customer shall abide by the following applicable restrictions:

- Specific Restrictions. Customer shall not transfer, sell, lease, distribute, license or sublicense the Software or the Documentation, except as expressly set forth herein; use the Software as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution; modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software or Documentation or access the Software or Documentation in order to build a similar or competitive product or service, except as expressly permitted by applicable law; or except as otherwise expressly set forth in the Documentation, obfuscate, remove or alter any of the logos, trademarks, internet links, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Software.

D. Use of Passwords. Customer acknowledges and agrees that the Software may not be accessed except by entry of a user specific Password. Customer shall be solely responsible for the security of Passwords issued to each Authorized User. Customer shall inform Taleo promptly to the extent Customer has knowledge of any actual or imminent unauthorized access to a Password or to the Software.

E. Use by Third-Party Contractors. Customer may make the Software available, via a Password, to third-party contractors used by Customer to assist in Customer's staffing efforts ("Third-Party Contractor"). Such Third-Party Contractors are entitled to use the Software only for Customer's Approved Purposes and subject to all of the restrictions for use of the Software applicable to Customer, as set forth in this Contract. Customer agrees that any such Third-Party Contractor has been informed of this Contract and will comply with the terms and conditions of this Contract, including but not limited to the terms governing Confidential Information, to the same extent as if the Third-Party Contractor were an employee of Customer. Customer will not make the Software available, via a Password, to any Third-Party Contractor that is one of Taleo's competitors in the human capital management market, as listed in Table A below ("Competitor") and as may be amended not more than once per year. Any Password provided to any Third-Party Contractor will be disabled immediately upon the conclusion of such Third-Party Contractor's work for Customer. Nothing in the foregoing paragraph shall be construed to prevent Customer from integrating the Software with software provided by a Competitor.

This Agreement will be posted on the CPS Internet website.

TABLE A

- ADP (formerly Virtual Edge)
- Authoria
- Cezanne
- Cornerstone OnDemand
- Halogen Software
- HireDesk
- HRSmart
- JobPlanet
- Kenexa (formerly Brassring)
- Kronos (formerly Unicru or Deploy)
- Lawson
- Monster
- Mr. Ted
- NEOGOV
- Oracle
- Pageup
- PeopleAdmin
- Peopleclick
- Pilat
- Plateau
- RecruitASP
- RSI (Ceridian)
- Saba
- Salary.com
- SAP
- Softscape
- StepStone
- Success Factors
- SumTotal
- Technomedia
- TEDS
- Trovix
- Workday
- Workscape
- Workstream
- Yahoo! Resumix

F. No Use by Unauthorized Third Parties. Customer agrees to take all reasonable steps to protect the Software and the Documentation from being accessed, demonstrated, viewed, made available to or used by any unauthorized third party.

G. Use of Performance and Security Testing Data. Customer agrees not to demonstrate or disclose the results of any performance or security testing of the Software to any third party without Taleo's prior written consent.

H. Uptime. The guaranteed uptime for the Hosting Services will be 99.5% 24x7 on a quarterly basis. For purposes of measurement, downtime is a measurement interval during which time the Software,

at either the web server, application server or database server level, is not responsive to an automated "availability transaction" generated by the monitoring software running on Taleo's monitoring servers, excluding Planned Maintenance. An "availability transaction" is a transaction request sent to a special application servlet contained in the underlying software infrastructure of the core modules purchased by Customer. Measurement intervals are one (1) minute. Should Taleo fail to meet its guaranteed uptime, Taleo will credit, upon Customer's request, Customer's account for such period an amount equal to the pro-rated charges of one (1) day's usages fees (as specified in an Order Form) for every 1/10th of a percentage of uptime below the 99.5% guaranteed uptime, up to a maximum credit of 15% of the usages fees paid for the quarter. Specifically excluded from the uptime percentage calculation provided herein is Planned Maintenance (defined below); voluntary down periods initiated by Customer; down periods due to Force Majeure Events; issues associated with Customer provided hardware, software and other equipment; issues associated with data uploaded to the Software by customer (including damages caused by viruses and other malicious code contained in data uploaded to the Software by Customer); down periods resulting from misuse by Authorized Users (e.g., an unapproved hack or denial of service attack initiated by an Authorized User); and/or illegal third-party activity (e.g., virus attack or network intrusion attempts).

I. Response Time. "Response Time" means, with respect to the capability of the Hosting Services to respond to a HTTP request, measured as the amount of time that elapses from the moment the Taleo system receives the HTTP request (at Taleo's webserver level) until the result is available at the webserver level of Taleo's computing infrastructure. The quarterly (calendar quarter) average Response Time for server response to all access to the Software and the functionalities offered thereon, except any searches, reporting requests, data integration processes, and resume parsing, shall not exceed two (2) seconds. Taleo will investigate any suspected Response Time problem reported by Customer and if Taleo's Response Time result is greater than the metric guaranteed in this Section, Taleo will take all commercially reasonable efforts to correct the problem.

J. Maintenance Period. Taleo reserves the right to perform regularly scheduled maintenance from midnight to 3:00 am (U.S. Eastern Time) each Sunday and during the Maintenance Window selected by Customer and listed below ("Planned Maintenance"); maintenance that occurs outside of this time frame will not be considered Planned Maintenance for purposes of calculating uptime unless agreed to in advance by Customer. This maintenance may prevent the Hosting Services from being accessed or used by Candidates and/or Authorized Users during this time period. Customer may request that maintenance on its version of the Software be conducted during a specific time frame within the period of time allocated for Planned Maintenance and Taleo will make every reasonable effort to accommodate any such request. Planned Maintenance will not result in more than ten (10) single instances of downtime in excess of one (1) hour each in any calendar quarter. Regularly scheduled maintenance shall also include agreed upon maintenance periods for Upgrade and Update migration and other major maintenance events mutually agreed to by the parties in advance. Scheduled maintenance will be announced not less than 24 hours in advance to a Customer contact person via email. During each period of regularly scheduled maintenance, any Candidate or Authorized User attempting to access the Software will be notified via the Software that the Software is unavailable due to maintenance.

North American Maintenance Window	12:00 am to 3:00 am (U.S. Eastern Time) each Monday to Saturday
Asia Pacific Maintenance Window	9:00 am to 12:00 pm (U.S. Eastern Time) each Monday to Saturday 1:00 am to 4:00 am (Australia Eastern Time) each Tuesday to Sunday
Europe Maintenance Window	9:00 pm to 12:00 am (U.S. Eastern Time) each Monday to Saturday 2:00 am to 5:00 am (GMT) each Tuesday to Sunday
Global Maintenance Window	8:00 pm to 11:00 pm (U.S. Eastern Time)

	each Monday to Saturday 12:00 pm to 15:00 pm (Australia Eastern Time) each Tuesday to Sunday 1:00 am to 4:00 am (GMT) each Tuesday to Sunday.

K. Backups. An incremental backup of Customer Data entered into the Software since the last backup will be initiated daily. A full backup (complete data copy) will be initiated at least once per week. The incremental backup data is stored to disk on Taleo's hosting infrastructure on a daily basis. Backups do not cause system downtime.

The full backup data is stored to disk on Taleo's hosting infrastructure on a weekly basis. The full backup data is then copied to disk at a physically separate location and encrypted and copied to tape. The tape version of these full backups will be picked up and stored in a separate, secure, off-site location weekly.

Upon Customer's written request, individual document restoration due to Customer User error may be provided and will be billed on a time and materials basis. Daily incremental backups in combination with weekly full backups are complete so that no more than twenty-four (24) hours of data will be lost in the event of a local disk failure and no more than one (1) week worth of data will be lost in the event of a site disaster.

L. Disaster Recovery. Taleo has both physical and logical contingency plans in place. Taleo's contingency plans are specifically described in Taleo's *Business Continuity Plan*, which may be provided to Customer upon request. Taleo reviews and may amend its Business Continuity Plan annually in accordance with technology advances.

M. Monitoring and Security. Taleo stores transaction information on secure computers located in a physically secure data center. Taleo employs technology that is consistent with industry standards for firewalls and other security technology to help prevent Taleo computers from being accessed by unauthorized persons. In order to protect data integrity during transfers, Taleo allows the use of HTTPS standard. In addition, Taleo provides the following security measures: SSL 128-bit encryption of the Career Section; the ability to transfer files via secure FTP or HTTP; and encrypted passwords for the Hosting Services. The Software and all Taleo equipment are continuously monitored (24 hours per day; 7 days per week) for health and performance, and Taleo engineers are on-call at all times to resolve any system issues.

N. Security / Load Testing. Customers Authorized Users and Third Party Contractors shall not (i) perform any technical, application, or infrastructure security integrity review, penetration test, or vulnerability scan ("Ethical Hack") without a Taleo officer's prior written consent; (ii) disclose information pertaining to an Ethical Hack or (ii) attempt to access the data of another Taleo Customer. If the parties consent to an Ethical Hack, Customer and Taleo will mutually agree in writing to a time for performance, the scope of the testing and any ensuing activities, and Taleo shall have the right to monitor the Ethical Hack and immediately suspend the Ethical Hack at any time. Taleo's consent to an Ethical Hack shall not constitute a waiver of any rights or remedies Taleo may have based on attempts to access Taleo's internal network or the data of other Taleo customers. Information pertaining to any Ethical Hack is considered Taleo Confidential Information for purposes of this Contract.

O. Use of Robots Prohibited. Customer, its Authorized Users and Third Party Contractors shall not in any event use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as "Robots") in conjunction with the Taleo Software (whether a production or non-production instance of the Software). Common Robots include, without limitation, Loadrunner, Winrunner, Silk performer, Rational Robot, QALoad and WebLOAD and such programs are commonly used for the purpose of data entry, data loading, data migration, load testing, performance testing, performance monitoring, performance measuring and stress testing. Use by Customer, its Authorized Users and Third Party Contractors of a Robot, including those listed above

or other similar programs, with the Taleo Software for the purposes listed above or any other purpose is a material breach of this Contract.

P. General. Taleo reserves the right to change existing infrastructure, hardware and underlying software used to provide the Software as expansion and new technology deem necessary. Taleo assumes no responsibility for delays or problems that result from Customer's computing or networking environment, Customer's_third party vendors and/or Customer's local or long distance telephone carriers or ISPs. Taleo reserves the right to conduct non-essential, high volume tasks (for example, acknowledgments of Candidate preferences) during off-peak hours. Use of the Software requires certain third-party applications, including a web browser, operating system and other third-party applications. The third-party applications supported by Taleo and Taleo policies with respect to such applications are as set forth in Taleo's technical requirements and configuration guidelines documentation.

Q. Customer Support.

1. For Designated Support Contacts:

Live Phone Support. Taleo live customer support business hours start at 4:00 pm U.S. Eastern Time each Sunday and continue 24 hours a day until 9:00 pm U.S. Eastern Time each Friday. Live customer support is closed on Christmas Day (December 25) and New Year's Day (January 1), and will operate in a limited capacity during select Taleo holidays which are Good Friday, Labor Day, Christmas Eve, Boxing Day and New Year's Eve.

Off-Hour Customer Support. Alternate notification systems, such as voice mail, mobile phones, and personal digital assistants are used as a backup when customer support representatives are assisting other customers or are otherwise not available for live customer support. A customer support representative is available for Severity 0 issues twenty-four (24) hours per day, seven days per week via the alternate notification systems, including on the holidays.

Web Support Tool. Customer support requests may also be logged via Taleo's online customer support portal that is provided as part of the Software. Support requests for high severity issues should be made by telephone to ensure immediate attention.

2. Customer Contact Person(s). Customer will appoint a designated support contact person(s) (up to a total of five persons) for purposes of contacting Taleo regarding customer support issues, including reporting customer support issues via the customer support phone hotline or the Taleo web support tool.

3. Support Issue Severity Levels, Response Times, Issue Resolution, and Escalation.

Taleo will address support issues that can be reproduced by Taleo in accordance with Table 1. The severity level assigned to support issues will be jointly determined by Taleo and Customer. Customer-requested enhancements, customization, and modifications are not considered support issues according to the table below.

TABLE 1

ISSUE SEVERITY	RESPONSE TIME TABLE	
SEVERITY LEVEL CODE	NORMAL FEEDBACK (during live customer support hours and off-hour support hours)	
	Initial	Periodic
0	If via phone hotline: 35 Minutes If via Web support: 1 business day	Web support tool updated as information is available
1	If via phone hotline:4 hours If via Web support: 1 business day	Web support tool updated as information is available
2	If via phone hotline: 1 business day If via Web support: 1 business day	Web support tool updated as information is available

	3	If via phone hotline: 1 business days If via Web support: 1 business day	Web support tool updated as information is available

4. Severity Level Descriptions:

Severity Level 0 – Business Standstill

A Business Standstill is a complete loss of service in which the production system(s) or server(s) are down, or network components under Taleo's control or under the control of Taleo's hosting or network partner, or error within the application are preventing access to Software, or use of the Software.

Severity Level 1 - High Business Impact

High business impact occurs when system users are unable to perform a mission-critical business function and where there is an underperforming workaround in place. "Mission-critical" is defined as any problem under Taleo's control that results in Authorized Users or Candidates being unable to complete materially important business transactions via the Software.

Severity Level 2 - Medium Business Impact

Medium business impact occurs when system users are unable to perform a non-mission-critical business function, which results in a process or transactional slowdown.

Severity Level 3 - Low Business Impact

Low business impact occurs when the application problem is cosmetic in nature and/or displays minor flaws which are easily circumvented such as incorrect labels, colors, or screen configuration that have little or no impact on Customer's normal business operations.

5. Resolution Efforts.
Customer support issues meeting the severity level descriptions set forth above will be addressed as set forth below:

Severity Level 0 - Taleo development / support resources will work 24 hours per day, 7 days per week, to resolve all Severity Level 0 customer support issues until the issue has a temporary repair/workaround in place. A permanent repair will be performed during business hours. Upon request by Taleo, Customer will use reasonable efforts to make a designated contact available 24 hours per day, 7 days per week to assist Taleo development/support resources in the investigation of the issue.

Severity Level 1 – Taleo development / support resources will work during business hours until a temporary repair is in place and then work to provide a permanent repair.

Severity Level 2 and 3 – Taleo development / support resources will work during business hours to resolve Severity Level 2 and 3 incidents in order of their priority.

6. Escalation.
Customer may request severity escalation of a support issue by notifying Taleo's support resources of extenuating circumstances that cause the support issue to have an adverse impact on Customer's ability to conduct business. Such escalation will result in Taleo treating the support issue as a higher severity level than would otherwise apply per the severity level definitions set forth herein. The Escalation Process is documented on the customer support portal.

R. Updates and Upgrades.

Taleo shall, from time to time, make Updates and Upgrades to the Software (as applicable) available to Customer at no additional charge. Updates and Upgrades in software versions do not require any additional or new software usage fees, maintenance fees or other fees, as long as Customer usage does not materially change.

Customer may elect to use certain billable Consulting Services to support the deployment of an Update or an Upgrade. Billable services may include, but are not limited to training (on new features), integration script migration (re-mapping and testing of data import/export scripts), consulting (for configuration and deployment of new features), project management and other similar services.

S. New Products. New Products will not be provided to Customer as part of maintenance and support. Taleo may charge additional fees for New Products and Customer may choose whether or not to purchase New Products at Customer's sole discretion. If Taleo removes any features or functionality from the Software and subsequently offers those features or functionality in a New Product (whether directly or indirectly or through a third party), then the Software provided pursuant to this Contract will be deemed to include (i) the portion of those new or different products that contain the original features or (ii) if those features cannot be separated out, the entire product.

T. Excluded Services.
The following services are outside the scope of Maintenance and Support services:
- services for Software which has been subject to unauthorized modification by an Authorized User.
- services for Software, for which all required maintenance releases, Updates, and/or Upgrades have not been implemented by Taleo due to Customer's request or instruction.
- services which becomes necessary due to: (i) failure of, or issues arising from, computing or networking hardware, or equipment or programs not under Taleo's control; or (ii) negligent or intentional misuse of the Software or Hosting Services by an Authorized User (e.g., flooding the system with automated emails).
- services performed at the Customer's site (other than fee-based Consulting Services) unless the parties mutually agree otherwise in writing.
- Custom integration script maintenance.

Customer may elect to use certain billable Consulting Services in order to resolve issues associated with Excluded Services, as set forth above.
Such Consulting Services may require that Customer complete a network assessment and/or provide Taleo with access to the Customer network, as needed, in order to diagnose the issue.

U. User Manuals. Taleo user manuals will be provided to Customer via download from Taleo's online customer support portal or in compact disc format.

V. Consulting Services. Taleo may from time to time provide billable consulting services to Customer ("Consulting Services"). Such Consulting Services shall be outlined in a statement of work executed by the parties hereto and referencing this Contract ("SOW"). Such SOWs are hereby incorporated into the Contract upon execution. In the event of any conflict, discrepancy or inconsistency between a SOW and the terms of this Contract, the terms of this Contract shall govern, except as to scope of work, consulting fees (including currency), travel expenses and payment terms, for which the SOW shall govern.

W. Customer Data.
Customer acknowledges that this Contract does not create any obligation on either party to monitor the data uploaded to the Software by Authorized Users or Candidates and neither party shall have any liability to the other party for such.
Data uploaded to the Software by Customer shall not: (i) violate any foreign, federal, state or local law or regulation; (ii) infringe any copyright, trademark or other proprietary right of any third party; (iii) in any way violate or infringe upon any party's privacy right, right of publicity or any other right of any person or entity; (iv) contain any material which is unlawful, hateful, obscene, libelous, threatening or defamatory; or (v) contain any virus or other malicious code ("Prohibited Acts"). In the event that either party becomes aware that any item of Customer Data constitutes or may constitute a Prohibited Act, the parties agree to notify each other of, and to work together promptly and in good faith to remedy any such Customer Data issues; provided, however, that Taleo shall have the right to remove such item until the parties agree on a resolution. Customer agrees to incorporate commercially reasonable measures to screen for viruses and other malicious code before Customer uploads any data to the Software.

X. Maximum Employee Count. As of the Effective Date, the Software may be used for the benefit of Approved Entities that comprise an aggregate employee count of up to the Maximum Employee Count set forth on an Order Form. Customer will notify Taleo in writing in the event that the

aggregate employee count at entities on behalf of which the Software is being used will exceed the Maximum Employee Count.

This Agreement will be posted on the CPS Internet website.

Exhibit A
Taleo Sales Order Form

(to be inserted)

Taleo ⠝ ENTERPRISE EDITION™ NEW BUSINESS SALES ORDER FORM

This Order Form is executed by Taleo Corporation and Customer named below as of the EDO (defined below) and hereby incorporates and is governed by the terms and conditions of the agreement entered into by Taleo and Customer (or Customer's Affiliate) for access to and usage of Taleo software products and hosting services ("Agreement"). In the event of a conflict, discrepancy or inconsistency between the terms of this Order Form and the terms of the Agreement, the Agreement shall govern except as to products/services purchase fees, currency or payment terms for which this Order Form shall govern.

Customer Information

End Customer Name: Chicago Public Schools
Billing Contact: Pamela Seanior
Phone: 773-553-2254

Email Address: pseanior@cps.k12.il.us

Street Address: 125 South Clark
City: Chicago
State/Province: IL
Zip/Country Code: 60603
Country: USA
Timezone: CST

SFDC Opportunity: CPS - Recruiting

Agreement Information

Effective Date of Order ("EDO"): 29-Mar-2012
Term of Order Form: EDO through 28-Mar-2014
Taleo Sales Person: Jim Montrie
Taleo Sales Person Email Address: jmontrie@taleo.com
Currency of Order Form: USD
Actual Employee Count: 40678.0
Maximum Employee Count: 40678.0
Will customer issue separate PO?   Yes
Payment Terms: Net 30 days from receipt of invoice

SOF Name: Chicago Pu 3-29-2012 NBO a0I70000000f7D5AAI

Item #	SKU Code	Product Description (See Exhibit1)	Billing Cycle	Fees (excl. taxes)
Service Period 1:		29-Mar-2012 to 28-Mar-2013		
1	TL-1-SA-001	Software Usage, Data Hosting and Maintenance & Support for the products specified below (one production zone and database): Taleo Recruiting - Taleo Recruiting Bundle	Annual	272,810.00
2	TL-1-SA-103	Advanced Reporting Additional User Right(s) for Taleo Recruiting (1 User right(s))	Annual	4,420.00
3	TL-1-SA-056	Candidate Storage for Taleo Recruiting (2 block(s) additional (2.5 mb each))	Annual	6,400.00
4	TL-1-SA-177	Dynamic Approval Routing	Annual	INCLUDED
5	TL-1-SA-054	Recruiter Storage for Taleo Recruiting (1 block(s) additional (1gb each))	Annual	500.00
6	TL-1-SA-101	Taleo Onboarding for Taleo Recruiting	Annual	INCLUDED
7	TL-1-SA-066	Taleo Passport for Taleo Recruiting (4 partner(s): Taleo Passport 1;Taleo Passport 2;Taleo Passport 3;Taleo Passport 4)	Annual	INCLUDED

Item #	SKU Code	Product Description (See Exhibit1)	Billing Cycle	Fees (excl. taxes)
8	TL-1-SA-154	Taleo Scheduling Center for Taleo Recruiting	Annual	INCLUDED
9	TL-1-SA-151	Permanent Testing/Training Zone (1 Zone(s))	Annual	INCLUDED
10	PPU-1-ED-004	Taleo Proficiency : Content User Activation	Annual	21,945.60
11	PPU-1-ED-003	Taleo Proficiency Developer License (1 developer license(s))	Annual	4,000.00
		TOTAL ORDER VALUE FOR PERIOD (EXCLUDING TAXES):		310,075.60

Service Period 2:   29-Mar-2013 to 28-Mar-2014

Item #	SKU Code	Product Description (See Exhibit1)	Billing Cycle	Fees (excl. taxes)
1	TL-1-SA-001	Software Usage, Data Hosting and Maintenance & Support for the products specified below (one production zone and database): Taleo Recruiting - Taleo Recruiting Bundle	Annual	272,810.00
2	TL-1-SA-103	Advanced Reporting Additional User Right(s) for Taleo Recruiting (1 User right(s))	Annual	4,420.00
3	TL-1-SA-056	Candidate Storage for Taleo Recruiting (2 block(s) additional (2.5 mb each))	Annual	6,400.00
4	TL-1-SA-177	Dynamic Approval Routing	Annual	INCLUDED
5	TL-1-SA-054	Recruiter Storage for Taleo Recruiting (1 block(s) additional (1gb each))	Annual	500.00
6	TL-1-SA-101	Taleo Onboarding for Taleo Recruiting	Annual	INCLUDED
7	TL-1-SA-066	Taleo Passport for Taleo Recruiting (4 partner(s): Taleo Passport 1;Taleo Passport 2;Taleo Passport 3;Taleo Passport 4)	Annual	INCLUDED
8	TL-1-SA-154	Taleo Scheduling Center for Taleo Recruiting	Annual	INCLUDED
9	TL-1-SA-151	Permanent Testing/Training Zone (1 Zone(s))	Annual	INCLUDED
10	PPU-1-ED-004	Taleo Proficiency : Content User Activation	Annual	21,945.60
11	PPU-1-ED-003	Taleo Proficiency Developer License (1 developer license(s))	Annual	4,000.00
		TOTAL ORDER VALUE FOR PERIOD (EXCLUDING TAXES):		310,075.60
		TOTAL ORDER VALUE (EXCLUDING TAXES):		620,151.20

Note

COUNTERPARTS: This Order Form may be executed in counterparts and exchanged by facsimile or electronically scanned copy. Each such counterpart shall be deemed to be an original and all such counterparts together shall constitute one and the same Order Form.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
David J. Vitale, President

By: _____
Estela G. Beltran, Secretary

Date: 3/30/12

Approved as to Legal Form:

Board Report No. 12-0328-PR24-1

By: _____
Patrick J. Rocks, General Counsel

Taleo Corporation

Signature: _____

Name: Josh Faddis

Title: Group Vice President, Legal

Date: 28 March 2012

Taleo ⟩

Exhibit 1:

TALEO RECRUITING™ CORE SOFTWARE MODULES

Taleo Recruiting Bundle

The Taleo Recruiting Bundle includes the following:

TALEO RECRUITING BUNDLE CORE SOFTWARE MODULES

Taleo Agency for Taleo Recruiting

Provides the capability of sourcing candidates directly from a list of approved staffing agencies via a specialized online portal. Features include the ability to distribute a requisition to one or more agents concurrently via email notification, ability of the staffing agents to submit candidates for the position in a specialized online agency portal, tracking of the source agent, date and time, of all candidates submitted, and reporting on which hired candidates were sourced by which agency. The agent has the option to attach the candidates' original resume to the applicant profile.

Taleo Campus for Taleo Recruiting

Provides a set of features for managing the processes and events supporting the recruitment of campus and new grad hiring. This includes sourcing through channels specific to campus recruitment and specialized career site with application workflow specific to campus recruitment.

Taleo Compliance for Taleo Recruiting

Provides a set of tools for managing hiring processes related to regulatory hiring and diversity hiring requirements and programs. This includes specialized reporting to support compliance audits, correspondence management, invitation to self-identify correspondence, and custom candidate selection workflows configured to the needs of the regulatory program.

Taleo Hourly for Taleo Recruiting

Provides a set of features for managing the hiring process of hourly employees. This includes the creation of requisitions, approval workflows, sourcing, specialized career site with application workflow specific to hourly candidates, pre-screening and pre-qualification with knock-out capability, interview tracking, custom candidate selection workflows, correspondence management, offer management, structured query and key word searching. (NOTE: This excludes products related to hourly retail in-store applications and assessment content, which may be added as an optional service.) The limit for attachments made by each Candidate to his/her profile is 2.5 megabytes ("CandidateAttachment Limit").
The Candidate Attachment Limit may be allocated by Customer, via Software settings, between any number of attachments that Customer chooses (e.g., 5 attachments of 500 kilobytes each or 2 attachments of 1 megabyte each). The aggregate storage limit for attachments by all Authorized Users (e.g., Customer's recruiters) is 500 megabytes in total.

Taleo Professional for Taleo Recruiting

Provides a set of features to manage the hiring processes of Professional candidates. This includes the creation of requisitions, approval workflows, sourcing, specialized career site with application workflow specific for professional candidates, pre-screening, interview tracking, custom candidate selection, correspondence management, offer management, and structured query and key word searching. The limit for attachments made by each Candidate to his/her profile is 2.5 megabytes ("Candidate Attachment Limit"). The Candidate Attachment Limit may be allocated by Customer, via Software settings, between any number of attachments that Customer chooses (e.g., 5 attachments of 500 kilobytes each or 2 attachments of 1 megabyte each). The aggregate storage limit for attachments by all Authorized Users (e.g., Customer's recruiters) is 500 megabytes in total.

Taleo Workforce Mobility for Taleo Recruiting

Provides a set of tools to support internal re-deployment and internal mobility programs for hiring managers, recruiters and employees. This includes creation of requisitions for internal use with internal descriptions, approval workflows, sourcing via one or more internal career sites, candidate pre-screening, structured query and key word searching of internal candidates, specialized candidate selection workflows for internal candidate assessment and screening, interview tracking, correspondence management, and offer management for lateralmoves, transfers and promotions. In addition, the set of tools includes the ability to support employee referral programs and internal re-deployment due to large scale merger and acquisition events.

TALEO RECRUITING BUNDLE OPTIONAL SERVICES

Advanced Reporting for Taleo Recruiting

Advanced Reporting covers the reporting platform and custom report building rights for one named editor user. Each named user shall be entitled up to twenty (20) hours technical support per year. The current report building tool provided by Taleo is Business Objects (this is not a full Business Objects license).

Candidate Communication Agent for Taleo Recruiting

The Candidate Communication Agent is a configurable tool allowing Customer to communicate candidate application status to a user(s) via the Career Section. Messages stored in the Candidate Communication Agent are subject to volume and retention limits as set forth in the standard Taleo documentation for the products.

Conceptual Search for Taleo Recruiting

Conceptual Search tools offer recruiters an additional ways to search for candidates. "More Like This" searches use the conceptual search technology to find candidates resembling the composite of a particular candidate or set of candidates. Alternatively, conceptual search can be used to find candidates who match qualifications listed in a requisition. The current third party search engine powering Conceptual Search is from Autonomy and uses "concepts" based on the patterns and contexts of information within a Candidate's resume and profile.

Resume Parsing for Taleo Recruiting

The Resume Parsing feature enables data elements from a candidate's electronic resume to be extracted and automatically populated into the corresponding field in the Taleo application.

Taleo Anywhere

Taleo Anywhere is designed to allow hiring managers, recruiters, and candidates to access the Taleo solution from email applications, web browsers, portals and Web 2.0 applications

Taleo Anywhere functionality currently includes:

♦ Inbox enables users to perform transactions in Taleo including capturing candidate information from an e-mail, creating feedback on an employee and putting it into a performance review, and retrieving candidate contact information from the Microsoft
Outlook e-mail application.
Taleo Anywhere Inbox also gives users visibility into transactions conducted through the Inbox dashboard.

♦ Sidebar-enables users to capture candidate information directly from Microsoft Internet Explorer.

♦ Web 2.0 Connections-allows users to subscribe to job search results via a Facebook application or via RSS feeds consumable by standard RSS readers including Yahoo, Google and MSN

Taleo Connect™ Integration Platform (with Self-Service Integration Tools) for Taleo Recruiting

The Taleo Integration Platform includes: (1) access to integration infrastructure and tools for the creation and maintenance of integrations by Customer without Taleo's involvement ("Self-Service Integration Tools"), and (2) integration infrastructure and tools for integrations to be built and managed by Taleo ("Taleo Managed Integrations"). Use of Self-Service Integration Tools requires installation of Taleo proprietary software on Customer hardware. Customer's license to use such Taleo proprietary software is limited to the term of this Order Form and Customer agrees to uninstall and delete such Taleo proprietary software upon the termination or expiration of this Order Form. Self-Service Integration Tools do not include any maintenance or updating by Taleo of integrations created using the Self-Services Integrations Tools or any services or training from Taleo which customer may request in order to build or modify integrations. Any such services will be at an additional fee to Customer. The Self-Service Integration Tools may 'not be used to maintain, modify or update Taleo Managed Integrations.

Taleo Managed Integrations must be created by Taleo consulting resources pursuant to a signed SOW. Fees for the professional services required to create Taleo Managed Integrations are not included in the fees for Taleo Connect Integration Platform. Taleo Managed Integrations do not include Taleo Production Support Services for Taleo Managed Integrations. Production Support Services for Managed Integrations must be purchased via an Order Form for managed integrations. Taleo Connect Integration Platform and Production Support Services do not include integration script modifications/updates required due to changes in Taleo infrastructure or Taleo software versions or changes in Customer/Customer Infrastructure or the Customer/Customer software to which the Taleo Software has been integrated. Taleo Integration Script Maintenance for Taleo Managed Integrations may be purchased via an Order Form. Integrations created using the Self-Service Integration Tools and Taleo Managed Integrations are subject to volume and processing limits as set forth in the standard Taleo documentation for these products.

TALEO RECRUITING™ OPTIONAL SERVICES

Purchase of each Taleo Optional Service must be reflected in an Order Form. Taleo reserves the right to supplement, revise or amend the list of Optional Services from time to time.

Advanced Reporting Additional User Right(s) for Taleo Recruiting

Additional custom report building rights for one named editor user. Each named user shall be entitled up to twenty (20) hours technical support per year.

Candidate Storage for Taleo Recruiting

Additional storage for attachments made by Candidates. The amount of such additional storage shall be set forth in an Order Form but may not exceed 15 megabytes per candidate and 2.5 megabytes per attachment

Dynamic Approval Routing

Product Name : Dynamic Approval Routing

Dynamic Approval Routing allows administrators to create business rules that identify authorized approvers and automatically route offers and requisitions to identified approvers.

Recruiter Storage for Taleo Recruiting

Additional storage for attachments made by Authorized users (ie. Customer's recruiters). The amount of such additional storage shall be set forth in an Order Form.

Taleo Onboarding for Taleo Recruiting

Taleo Onboarding™ provides a set of features for managing the onboarding of workers. Features include a separate user interface, and tools for the creation of an online portal for new hires, customizable forms, correspondence management, and onboarding workflow specific to new hires.

Taleo Passport for Taleo Recruiting

Taleo Passport™ is a turnkey integration to one of several Passport Certified providers of additional on-demand talent management services. Taleo Passport can be licensed for a fixed yearly fee.

Taleo Scheduling Center for Taleo Recruiting

Taleo Scheduling Center is a solution that enables job candidates self schedule for interview time slots and confirm appointments. Candidates can be automatically invited to self-schedule themselves for interviews upon information gathered via the job application process. Recruiters and managers can view scheduled Interviews/Candidates and available interview timeslots. Administrators can set up calendars to match the needs of hiring managers. Notwithstanding the general maintenance and support terms set forth in the Agreement, the following terms are applicable to Taleo Scheduling Center: (1) maintenance for this solution may be conducted from 12:00 am to (U.S. Eastern Time) each day; and (2) interview scheduling data will be retained in the solution for ninety (90) days after the date of the interview or the date the interview expires.

OPTIONAL SERVICES

Permanent Testing/Training Zone

Permanent Testing/Training Zone provides for the hosting and maintenance of a Testing/Training Zone that shall be available to Customer at all times and that is a reasonable replica of the production site for training and testing purposes. Each additional Testing/Training Site can be licensed for a fixed yearly fee. The Permanent Testing/Training Zone may be refreshed, at the customer's request, no more than once per quarter. Performance metrics set forth in the Agreement are not applicable to the Testing/Training Zone. Testing/Training Zones are subject to the volume restrictions set forth in the standard Taleo documentation for such Testing /Training Zones. Certain Taleo software modules and optional services, as determined by Taleo, are not available to be enabled in a Testing/Training zone.

Taleo Proficiency

Schedule B

General Terms and Conditions

The term "Education Service" as used herein means Courseware and Instructor-Led Classes, as described below, and other Taleo Education Services which may be made available to Taleo customers from time to time.

1. Courseware

1.1. Definition. The term "Courseware" applies to all Taleo proprietary course materials and learning products. Taleo retains all right, title and interest in and to Courseware except the rights expressly granted herein. Courseware is licensed, not sold.

1.2. Types of Courseware.

1.2.1. Licensed Courseware. "Licensed Courseware" means Taleo proprietary training content in editable format and all whole or partial copies of it, including modified copies or portions merged into other programs or documents. Customer is hereby granted a license to install (if applicable), to access, and use the Licensed Courseware for its own internal use. Customer shall be allowed to modify and combine Licensed Courseware subject to the restrictions set forth herein for such Customer's internal use only.

1.2.2. Taleo Proficiency Learning Products. "Learning Products" mean tools or applications that enable development and display of Customer-created content. Customer is hereby granted

a license to install, access, and use Learning Products for its own internal use, subject to the restrictions set forth herein. Customer agrees that Taleo Proficiency Learning Products may be accessed and used solely with the Taleo Software, to create content regarding the Taleo Software for Customer's internal training purposes. Taleo Proficiency Learning Products may not be used to create content for third-party sale or for distribution other than for Customer's internal training purposes.

1.2.3. e-Learning Programs. The term "e-Learning Program" applies to Taleo Courseware delivered via CD-ROM, hosted web access, recorded WebCast or other media, as well as any accompanying documentation. Customer is hereby granted a license to install (if applicable), access, and use the e-Learning Program for its own internal use. Customer shall not be allowed to modify or combine e-Learning Programs with Customer's own or third party content. The e-Learning Programs may not be referenced or used by Customer to create proprietary materials for a similar purpose.

1.2.4. Core Participant Materials. The term "Core Participant Materials" applies to Taleo content generally made available to individual training participants in uneditable format and all whole or partial copies of it, including modified copies or portions merged into other programs or documents. Core Participant Materials are for the personal use of each course attendee only and may not be copied, distributed or used in any way other than for the personal reference use of the attendee and may not be used as the base for other education materials developed by the attendee or Customer or combined with Customer's own or third party content.

2. License Term and Restrictions. Unless otherwise set forth herein, all licenses to Courseware shall be for a term of 12 months from the effective date of an order for Courseware or, for Instructor-Led Classes, from the date the class is delivered ("License Term"). At the expiration of the License Term and if the license has not been renewed by execution of an order for the same Courseware, Customer shall ensure that it (1) stops use of any Courseware, (2) uninstalls any installed Courseware, (3) returns or destroys all copies of Courseware (including portions modified, combined with or merged into other programs or documents). Upon request by Taleo, Customer shall confirm in writing Customer's compliance with the preceding sentence. At the expiration of the License Term and if the license has not been renewed by execution of an order for the same Courseware, Taleo will disable access to Courseware made available via web access. Courseware is considered Taleo Confidential

Information as that term is defined in the Agreement. Except in the case of Courseware made available via web access, Customer is responsible for installation and operation of Courseware. Under any license, Courseware may be accessed and used solely in accordance with any maximum use restriction set forth in this Order Form (e.g., number of copies, number of users, individual user, unlimited corporate license). Subject to the maximum use restrictions set forth in this Order Form, Courseware may be accessed and used by third party contractors of Customer (subject to the limitations regarding third-party contractors in the Agreement). Regardless of applicable maximum use restrictions, Customer may copy the Courseware that is shipped on CD-ROM for one backup. All content provided, inputted or uploaded to the Taleo Learning Products by Customer, its authorized user, or Taleo on Customer's behalf (including Customer's proprietary content) shall remain the sole property of Customer, except to the extent such content incorporates Taleo proprietary content. All Courseware shall remain at all times the sole property of Taleo or its vendors. Taleo may terminate the license for Courseware if Customer fails to comply with the terms and conditions set forth above or elsewhere in the Agreement. Courseware is provided on an "as is" basis and Taleo disclaims all implied warranties with respect to Courseware, including any implied warranty of merchantability or fitness for a particular purpose.

3. Education Consulting. "Education Consulting," as used herein, refers to services provided by Taleo University personnel to assist with: learning program design and monitoring; stakeholder skills assessment, readiness, and gap analysis; high level

curriculum design, customization of existing content, or development of custom learning content or learner support materials; learner coaching and learning reinforcement programs; training zone staging and set up services; and services related to development, licensing, and support of Taleo Proficiency content and deployment. merchantability or fitness for a particular purpose.

4. Change Orders. Any Education Services work requested and/or performed outside of the scope described in this SOW will require a mutually executed SOW change order, detailing the changes to one or more original Education Services on the source SOW, whether such changes are revisions, additions or deletions, and any effect on costs ("Change Order"). The Change Order will be mutually agreed. In the event a Change Order is pending signature by Customer, Taleo will cease work on the associated Education Services until the Change Order is executed. Change Orders will be identified by and will otherwise incorporate the terms and conditions of the original SOW.

This Agreement will be posted on the CPS Internet website.

Exhibit B
Taleo Implementation Statement of Work

(to be inserted)

Taleo

Statement of Work Prepared for
Chicago Public Schools ("Customer")
SOW-2012-102-PH1
Implementation Services for: Taleo Recruiting and Onboarding
Taleo Sales Representative: Jim Montrie
Taleo Services Representative: Cinda Mah

This Statement of Work ("SOW") is entered into between Taleo Corporation ("Taleo") and Customer as of the date set forth in the Customer signature block below ("Effective Date"). This SOW incorporates and is governed by the terms and conditions of the agreement currently in place between Taleo and Customer governing the provision of Taleo professional services to Customer ("Agreement"). In the event of any conflict, discrepancy or inconsistency between this SOW and the terms of the Agreement, the Agreement shall govern except as to scope of work, consulting fees (including currency), travel expenses and payment terms for which this SOW will govern. This SOW must be executed by March 31, 2012, or Taleo may, at its option, consider this SOW null and void.

This SOW and the term "SOW" as used herein, includes this SOW and Exhibits 1, 2, 3, 4, 5, 6, 7 and any amendments or addendums referencing this SOW that are mutually executed by the parties. This SOW represents an implementation program ("Program") comprised of the selected Taleo products. The Program has been segmented into several project phases supporting overall planning and product specific deployments. Each of the attached Exhibits provides project specifications for each product within the Program.

1. PROJECT FEES AND INVOICING
(a) This SOW will be delivered to Customer on a time and materials basis. The rates at which customer will be invoiced are set forth below.

Project Role	Standard Hourly Billing Rate	One-Time Implementation Discounted Rate
Delivery Manager	$250.00	$185.00
Talent Architect	$250.00	$185.00
Project Manager	$250.00	$185.00
Functional Consultant	$225.00	$185.00
Integration Consultant	$225.00	$185.00
Reporting Consultant	$225.00	$185.00
Technical/Infrastructure Consultant	$225.00	$185.00
Change Management Functional Lead	$120.00	Not applicable
PeopleSoft – Technical Extract Specialist	$120.00	Not applicable

(b) This SOW represents Taleo's best estimate with the information available at the time it was written as to the effort expected to complete the work described herein. Total fees for the in-scope work described in this SOW are estimated to be as set forth below. Taleo reserves the right to reallocate the hours within the implementation resource levels if necessary through an email communication and status report update to Customer.

Estimate Table A: Program Component: Program Planning and Talent Architecture Definition

Project Role	Primary Project Responsibilities -	Estimated Hours	Estimated Fees
Delivery Manager	Program management, strategic oversight, steering committee participation	112	$ 20,720.00
Talent Architect	Identify and define Taleo Talent Management foundational components	24	$ 4,440.00
Total Implementation Estimate for Program Level Preparation and Oversight		**136**	**$25,160.00**

Estimate Table B: Program Component: Recruiting and Onboarding

Project Role	Primary Project Responsibilities -	Estimated Hours	Estimated Fees
Project Manager	Define and Manage the Project	392	$72,520.00
Functional Consultant	Recruiting and Onboarding Functional Subject Matter Expertise, Lead for Analysis & Design, Configuration, and Testing	1092	202,020.00
Total Implementation Estimate Recruiting		1484	$274,540.00

Estimate Table C: Program Component: Cross-Application Technical Services

Resource Type	Description	Estimated Hours	Estimated Fees
Technical Project Manager	Plan and lead the technical components of the project	140	$ 25,900.00
Integration Consultant	Prepare the Taleo Connect integrations in scope and provide knowledge transfer to Customer	484	$ 89,540.00
Technical Consultant	Lead the Technical Readiness Assessment, enable single sign on and provide Taleo Anywhere enablement guidance	84	$ 15,540.00
PeopleSoft Technical Extract Specialist	Extract and prepare the data for Import to Taleo through TCC	194	$23,280.00
Functional Specialist	Data Mapping for Integration Work	80	$ 9,600.00
Reporting Consultant	Lead the Reporting Metrics Workshop for Recruiting and support to Customer in the Customer-creation of custom reports	80	$ 14,800.00
Total Implementation Estimate for Cross-Program Technical Work		1062	178,660.00

Estimate Table D: Program Component: Cross Program Process Documentation and Training Preparation

Resource Type	Description	Estimated Hours	Estimated Fees
Change Management Functional Lead	Assist in the Customer's development of a change management program, Taleo Proficiency adoption materials, and process documentation	882	$105,840.00
Total Implementation Estimate for Cross-Program Process Documentation		882	$105,840.00

Estimate Table E: Passport/Bridge and Data Ware House Scripts

Resource Type	Description	Estimated Hours	Estimated Fees
Integration Specialist	Lead development of one Passport Bridge and enhancements to Taleo Standard Data Warehouse Exports	248	$45,880.00
Integration Specialist	Lead deployment and adjustments of the standard data ware house extract scripts	280	$ 51,800.00
Total Implementation Estimate for Cross-Program Process Documentation		528	$97,680.00

Estimate Table F: Grand Total Program Implementation Estimate

Total Implementation Estimate for Program Level Preparation and Oversight	136	$ 20,720.00
Total Implementation Estimate for Recruiting and Onboarding	1484	$274,540.00
Total Implementation Estimate for Cross-Program Technical Work	1062	$178,660.00
Total Implementation Estimate for Cross-Program Process Documentation	882	$105,840.00
Total Implementation Estimate for a Single Passport/Bridge and Data Ware House Scripts	528	$ 97,680.00
Grand Total Program Implementation Estimate	4092	$681,880.00
10% Contingency Amount		$ 68,188.00
Not to Exceed Amount		$803,618.00

(c) Estimates, Not to Exceed and Completion of Work

The parties have agreed on the estimated hours and pricing for this effort which has been set out in this document. In addition the parties have agreed upon a contingency amount for hours beyond the original estimate in order to cover unexpected occurrences. The initial pricing plus the contingency will be deemed to be the Not to Exceed Amount. In no event will the fees due to Taleo under this SOW exceed the Not to Exceed Amount without prior approval by the Board.

In the event that the Board in good faith is unable to fund work required beyond the Not to Exceed Amount, Taleo will undertake to complete the work still remaining at its own cost provided that none of that remaining work has resulted from failure by the Board to fulfill its personnel and project management obligations under the SOW as determined by Taleo applying industry standards for such activities.

Taleo will be required to provide notice of its need to use the Contingency Amount which request may be reviewed by the Board prior to any expenditure by Taleo against that Contingency Amount.

The following shall be considered "out of scope" and if occurring will eliminate any obligation of Taleo to perform under the Not to Exceed Amount specified in the SOW:

- The Board's failure to make available Board project personnel with the qualifications and experience reasonably required for performance of its obligations under this SOW in a timely manner;
- The Board's failure to provide necessary Board data, content or access to Board resources as required by this SOW;
- The Board's inability to make decisions in a timely manner or failure to take required administrative actions;
- The Board's requests for changes to the project plan or scope that are mutually agreed to be of substantial impact;
- The Board's requests for services after the completion or expiration of this SOW; or
- The Board's delays to or suspension or postponement of work on the activities set forth in the project plan.

The Board may at any time request a Change Order to change the scope of the SOW. Any pricing for a mutually approved Change Order shall not impact the original estimated cost or the Contingency Amount.

Taleo will provide a project accounting report to the Board's project manager on a weekly or bi-weekly basis as selected by the Board that specifies:

- Actual spend to date vs. targeted spend to date
- Steps needed to return the project spend back to target, as needed
- Expected need for any requested Contingency

Estimate Table G: The following items can be added to this SOW with a mutually approved Change Order.

Additional Scope	Hours	Estimated Fees
Candidate Selection Workflows (*)	24	$ 4,440.00
Career Section and Application Flow (*)	32	$ 5,920.00
Requisition Form and Process Flows	24	$ 4,440.00
Pipeline Candidate Management	40	$ 7,400.00
Taleo Passport Certified 3rd Party Service Providers	28	$ 5,180.00
Taleo Security Validation to Host Branding Files	8	$ 1,480.00
Additional Onboarding Process Design and Configuration	88	$ 16,280.00

Additional Scope	Hours	Estimated Fees
Taleo Developed Onboarding Forms – 3 hours per form	3	$ 555.00
Additional Imports - Standard Flexible Format	30	$ 5,550.00
Additional Exports – Standard Flexible Format	36	$ 6,660.00
Taleo Connect Import - Expanded Format	60	$ 11,100.00
Taleo Connect Export – Expanded Flexible Format	72	$ 13,320.00

(*) Customer may choose, after training and knowledge transfer, to self-configure these additional items.

Estimate Table H: The following items can be added to this SOW in support of Customer's data migration efforts.

Additional Scope	Hours	Estimated Fees
Optional Data Migration - Candidates (Active & Pool)	56	$10,360.00
Taleo oversight for production load of migration data (30,000 records)	6	$ 1,110.00
Optional Data Migration - Candidates Resumes (.txt format)	56	$10,360.00
Taleo oversight for production load of migration data (30,000 records)	6	$ 1,110.00
Optional Data Migration - Candidates Attachments (.pdf, rtf, .doc etc)	120	$22,200.00
Taleo oversight for production load of migration data (30,000 records)	6	$ 1,110.00
Grand Total for Optional Data Migrations Lead by Taleo (*)	250	$46,250.00

(*) Customer may choose, after Taleo Connect knowledge transfer, to develop and execute the data migration without Taleo involvement

(d) If items from Optional tables G or H are added to scope, through a mutually approved Change Order, the Contingency Amount and Not to Exceed amount will be increased appropriately.

(e) All Professional Services described in this SOW will be delivered to Customer on a time and materials basis based on the rates set forth above. Invoicing for the services, materials and expenses contained in this SOW will occur upon the completion of the project phases as set forth in the table below ("Milestone Payments") and payment is due 30 days from receipt of invoice. Milestone Payments will be based on the actual hours worked to complete the relevant project phase. Therefore; the actual Milestone Payment amount may be more or less than that allocated to the project phase as estimated below.

Milestone Payment Table I

Milestone Payment	Project Phase	Milestone Completion	Estimated Payment Amount
1	Project Definition	1. Project Charter 2. Integrated High Level Project Plan	$ 28,675.00
2	Analysis and Design - Recruiting	3. Core Team Solution Review 4. Detailed Recruiting "To Be" / Future State Process Maps Documented and Confirmed 5. Change Management and End-User Training strategy recommended	$ 87,740.25
3(a)	Analysis and Design –	6. Staging Zone Prototype configured and ready for the prototype phase for recruiting	$ 91,858.31
3(b)	Analysis and Design	7. Staging Zone Prototype configured and ready for the prototype phase for onboarding	$ 30,619.44
4(a)	Integration Development and Testing	8. In scope Taleo Connect Data maps completed and integration design concluded	$ 47,184.26
4(b)	Integration Development and Testing	9. Taleo developed in scope Taleo Connect integrations transitioned to Customer	$ 70,776.42
5	Prototype	10. Prototype (Functional and Technical) sign off by Customer	$ 84,700.49
6	Deployment	11. Production data loads occur	$ 83,680.51
7	Deployment	12. Recruitment to Production	$ 39,415.27
8	Deployment	13. Onboarding to Production	$ 19,550.05

Milestone Payment	Project Phase	Milestone Completion	Estimated Payment Amount
9	Data Warehouse	14. Taleo Data warehouse Scripts Transitioned to Customer	$ 51,800.00
10	Bridge	15. Single Passport/Bridge is transitioned to Customer	$ 45,880.00
		Total Milestone Payments	**$681,880.00**

2. RESOURCE ASSIGNMENT

Taleo will make reasonable business effort to assign local resources. The assignment of a Taleo consulting resource that will require the consultant to incur travel and living expenses in support of this project, must be pre-approved in writing by Customer.

TRAVEL TIME

Travel time is not included in the above project estimates. Travel time within the United States will not be charged to Customer. Travel outside of the United States, if requested by Customer, will be invoiced at $ 900 USD per day.

3. TRAVEL EXPENSES

Traveling expenses, including air fare, lodging and meals, are not included in the above project costs estimates and will be invoiced to Customer as incurred and based on actuals. All travel and living expenses must be pre-approved by Customer in writing. Taleo will not exceed travel and living expenses for this project of $82,000.00 without a Change Order.

4. TALEO COMMERCIAL PRODUCTS

This SOW may require Taleo to configure functionality available in Taleo's commercial software products ("Taleo Products"). Customer acknowledges that Taleo will not complete any custom development or code level modifications with respect to the Taleo Products and that Taleo will retain all ownership rights in the Taleo Products as described in the Agreement, which governs access to and usage of any of the Taleo Products.

5. CHANGE ORDERS

Any Consulting Services work requested and/or performed outside of the scope described in this SOW will require a mutually executed SOW change order or amended SOW, detailing the changes to the source SOW, whether such changes are revisions, additions or deletions, and any effect on costs ("**Change Order**"). The Change Order will be mutually agreed. In the event a Change Order is pending signature by Customer, Taleo will not complete work that is subject to the pending change until the Change Order is executed. Change Orders will be identified by and will otherwise incorporate the terms and conditions of the original SOW or will supersede and replace the original SOW.

6. COUNTERPARTS

This SOW may be executed in counterparts and may be exchanged by facsimile or electronically scanned copy exchanged via email, each of which shall be deemed to be an original and all of which together shall constitute one and the same SOW. This SOW may also be executed via electronic signature pursuant to 15 U.S.C. Ch. 96 (and other relevant e-signature legislation). Electronic signatures will appear at the bottom of the page. The authorized representatives of the parties have executed this SOW by their signatures below.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
David J. Vitale, President

By: _____
Estela G. Beltran, Secretary   Date: 3/30/12

Approved as to Legal Form:
By: _____
Patrick J. Rocks, General Counsel

Board Report No. 12-0328-PR24-1

Taleo Corporation	
By: _____	28 March 2012
Authorized Signature	Date
Name: Josh Faddis	
Title: SVP and General Counsel	

7. PURCHASE ORDER, BILLING AND PROJECT CONTACT INFORMATION:

Will a Purchase Order be issued for this SOW?   ☒ Yes   or   ☐ No

What Delivery choice is requested for the Invoice?   ☒ Email   or   ☐ Mail

Billing Contact for this SOW			Primary Customer Project Contact	
Name:	Karla Kirkling		Name:	Karla Kirkling
Address:	Talent Office 125 South Clark Street, 2nd Floor Chicago, IL 60603		Address:	Talent Office 125 South Clark Street, 2nd Floor Chicago, IL 60603
Phone:	773) 553-1892		Phone:	773) 553-1892
Email:	krkirkling@cps.k12.il.us		Email:	krkirkling@cps.k12.il.us

EXECUTION INSTRUCTIONS: Please follow execution instructions as detailed in email documenting Taleo's EchoSign Document Exchange which supports the electronic signature process including specific steps if you require a wet signature.

EXHIBIT 1
Program Level Planning and Talent Management Architecture Definition

1 INTRODUCTION
These Exhibits define the content of the Customer's Implementation Program which is comprised of the full suite of Taleo products. Customer is deploying Taleo for a population of 40,678 employee positions ranging from credentialed to hourly to professional positions.

Product Specific Exhibits and Phases

		Page Locator
Exhibit 1	Project Introduction, Approach and Responsibilities	
Exhibit 2	Taleo Acquisition and Onboarding	
Exhibit 3	Change Management and Communication Plan Development	
Exhibit 4	Cross-Product Technical Services	

Service Specific Exhibits and Phases

Exhibit 5	Taleo Connect – Hybrid Integration Development Approach	
Exhibit 6	Data Warehouse Script Service	
Exhibit 7	Passport-Bridge Development Service	
Exhibit 8	Draft Project Plan	

Each exhibit contains the following sections:
Exhibit 1
   1. Introduction
       • Customer Background
   2. Project Approach and Assumptions
   3. Implementation Methodology Overview
       • Table A - Project Phases, Task Responsibilities and Major Work Products
       • Table B - Customer Project Role Descriptions
       • Table C - Taleo Project Role Descriptions
   4. Program and Talent Architecture Scope

Project and Services Specific Exhibits 2, 3, 4, 5, 6, 7

Exhibit 2 –
   Taleo Recruiting
       • High Level Business Process Included
       • Items Excluded from Scope of this SOW
   Proposed Project Timeline and Project Resources
       • Table A - Proposed Project Timeline
       • Table B - Recommended Customer Work Effort
       • Table C - Projected Taleo Work Effort
   Detailed Scope Descriptions and Responsibilities
       • Table D - Detailed Scope Descriptions

Exhibit 3 –
   Change Management and Communication Program
       • Change Management Program Development Guidance and Support
       • Process Documentation Creation
       • User Adoption Material Preparation using Taleo Proficiency
Exhibit 4 –
   Cross-Product Technical Services
       • Technical Readiness Assessment
       • Single sign on enablement

   Integration and Data Migration Services
       • Implementation Approach for Taleo Connect Integration Touch Points
       • Table E- Integration Touch Points Included in Scope

- Table F- Data Migrations Included in Scope

Exhibit 5 –
    Taleo Connect Hybrid Implementation Services
- Taleo Responsibilities
- Customer Responsibilities
- Testing Types for Taleo Connect Integrations

Exhibit 6 –
    Data Warehouse Script Services
- Taleo Responsibilities .
- Customer Responsibilities

Exhibit 7 –
    Passport Bridge Development Services
- Taleo Responsibilities
- Customer Responsibilities

Exhibit 8 –
    Draft High Level Project Plan

Customer's Business Objectives

Taleo Recruiting and Onboarding
- Streamline recruitment processes for all hiring types and improve the quality of hire
- Achieve consistency in recruitment processes
- Allow manager self-service for requisition creation, approval and tracking
- Streamline Onboarding Process

2 PROJECT APPROACH AND ASSUMPTIONS

Project Approach
Customer's requirements have been combined into a single implementation program comprised of Taleo Acquisition and Taleo Onboarding. An initial high level project plan is attached as Exhibit 6 and will be further defined and expanded during the project definition phase.

Project Phase	Projected Go Live
Recruiting	Entire Population with a 30 week project expected…(*)..
Onboarding	Entire Population with a 30 week project expected…(*)..

(*) Central/Area offices will go live 30 weeks after start.
(*) Schools will start usage in January (650 Schools)
    At each school location – the Principal or designee will act as recruiter

The services to be provided by Taleo will consist of the following:
- Program level planning, oversight and talent architecture foundation design
- Project management, oversight and administration
- Leadership in the development and execution of a change management and communication program
- Leadership in the finalization and design of new business processes
- Leadership in the preparation of user adoption materials and process documentation through the use of Taleo Proficiency
- Preparation of selected configurations and Taleo work products
- Collaborative participation in the design, configuration, testing and deployment activities
- Integration guidance and support for integrations included in scope to and from Customer's HRIS
- Leadership in the design, development and execution of the extract processes from the Customer's HRMS
  - o NOTE: Customer is solely responsible for imports of the Taleo data into PeopleSoft to create the new hire record

- Technical services in support of technical components included in scope
- Knowledge transfer from the Taleo consultants to the Customer's team and system administrator to support ongoing self-sufficiency by Customer for all products where appropriate

Assumptions
The following assumptions were used to generate and govern the activities documented in this SOW.

1. After the SOW is executed, Taleo requires an internal 2-week transition process to assign resources and prepare for the project. The 2-week transition time is not included in the project timeline.

2. Functionality or technology not specifically included in this SOW is considered to be out of scope and can only be added to the scope of the work effort through the Change Order process.

3. Customer will assign qualified resources to the project. Resources will be knowledgeable of the future state process and empowered to make timely decisions in support of the project plan developed during the Project Definition Phase.

4. Project tasks that are under Customer responsibility may impact delivery of Taleo deliverables and will be monitored within the project calendar to minimize impact on Taleo due dates.

    - Late delivery of Customer deliverables which impact the completion of a Taleo deliverable may require a Change Order and an increase in project costs.

5. Project progress will be monitored on a weekly basis and weekly project status meetings will be held. A status report will be provided identifying the progress against the project plan, project budget, project issues and ongoing risk mitigations.

6. Customer will be responsible for the end-user activation processes and Tier 1 support of all products at go live unless a Change Order is mutually executed.

7. It is the Customer's sole responsibility to secure all Customer required approvals on all decisions impacting the major deliverables contained in this SOW in a timely manner as identified and monitored in the mutually agreed upon project plan.

8. Customer will assign a system administrator that can attend system administration training early in the Project Definition Phases to support the collaborative configurations where appropriate. A prime initiative of the Customer's system administrator will be to participate in the configuration to expedite the project timeline.

9. When Taleo's multi-lingual capabilities are included in scope, Customer is responsible for all Customer-specific content translations.

10. When the Customer's scope includes multi-lingual, multi-country or multi-business unit requirements, the analysis and design sessions must be consolidated into a single Taleo-led analysis and design session. Customer will be responsible for soliciting input from Customer's project stakeholders.
    - It is highly recommended that the analysis and design sessions be kept to a small empowered team. Customer may request additional Taleo-led analysis and design sessions through a mutually agreed Change Order.

11. When Taleo Connect integration touch points and/or one-time data migrations are included in scope, the project assumptions, related to integrations and data migrations are documented in the attached exhibits.

12. Customer will develop and execute any required customer-specific user acceptance testing process required prior to the deployment of new technology into the Customer environment.

13. Taleo will subcontract with a Minority Owned 3rd party service provider to provide Customer with leadership in the creation of an effective change management program comprised of: user adoption materials (created using Taleo Proficiency), communication program guidelines and templates, business process documentation, end-user job aids, and business process documentation all deliverables to be created by subcontractor. Communication content and subject matter expertise will be provided by Customer.

14. Assumption for initial deployment is to move as quickly as possible to a live state with the Taleo solution, in support of this Customer and Taleo agree to keep the initial processes as streamlined and consistent as possible across the enterprise. Customer will participate in the rapid decision and content development required to support this project as defined in the project plan created during the Project Definition Phase.

2. IMPLEMENTATION METHODOLOGY

Taleo's implementation methodology is based on four basic phases, the foundation of which is an iterative prototype and testing approach that provides for validation of requirements throughout the implementations. Depending on the project scope, there will be a functional track and a semi-concurrent technical track. Our approach to implementation is collaborative in nature to ensure optimal knowledge transfer and customer self-sufficiency. Consequently, your team will be responsible for supporting a set of project tasks and major work products. The Taleo project phases, a summary of task responsibilities, and major work products are described in the following tables. Individual task assignments will be finalized in the project work plans completed during the Project Definition Phases. The following table defines how the four basic phases are used to support the functional and technical project activities.

Table A - Project Phase Definitions, Task Summaries and Major Work Products

Project Definition Phase - Functional: The primary deliverable of this first phase is a detailed project work plan that acts as a road map for the remainder of the project. This first iteration of the plan will focus on the detail of the functional activities and begin the high-level tasks related to the technical activities work included in the project.

Taleo Task Summary	Customer Task Summary	Major Work Products
• Review Statement of Work • Review project approach and methodology • Define or finalize project objectives • Advise client on project team and finalize resources • Develop detailed project work plan • Assist in planning kick-off meeting • Advise Customer on developing communication/change management plan • Advise Customer on the development of the test plan strategy • Lead the development of a communication and change management plan and process	• Define project objectives • Assemble the project team • Assist in defining project timeline • Prepare Customer-specific project work plan • Confirm kick off meeting dates/times • Reserve meeting facilities • Plan kick off meeting • Participate in the communication and change management plan and process • Define testing strategy • Complete project charter • Finalize project resource plan • Approve project plan •	• Mutually approved functional project plan • Project notebook is initiated Project charter completed • Project kick-off session • Communication and change management plans documented • Testing strategy documented

Analysis and Design Phase – Functional: The Analysis and Design Phase is tightly interwoven with the Prototyping Phase to take advantage of the natural synergy between these project activities and to support ongoing requirement validation throughout the implementation timeline. The Analysis and Design Phase is comprised of a series of scheduled analysis and design workshops with the major objective of the workshops to match the Taleo solution to the Customer requirements and the scope selected for implementation.

Taleo Task Summary	Customer Task Summary	Major Work Products
• Conduct Taleo solution overview • Review current processes • Assist Customer in defining future processes • Document "to be" processes • Document configuration decisions in field configuration notebooks • Configure system based on decisions • Assist Customer with content development strategy • Assist Customer with training strategy and testing content • Lead reporting metrics workshop to determine reporting strategy • Guide Customer in the development of internal support plan • Prepare business process documentation • Participate in the development of the end-user training strategy	• Attend core team solution overview • Provide current process details • Define future processes with Taleo guidance • Identify process gaps and resolutions • Assist in system configuration Secure approvals on all decisions made during design sessions • Finalize business process flows • Define content development strategy • Identify translation requirements for any Customer-specific multi-lingual content included in scope • Develop initial content for testing purposes • Define training plan • Approve communication and change management plan • Finalize end-user training strategy	• Initial configurations are complete • "To be" process maps, data requirements, rules, variables are documented • Relevant content ready for Prototype Phase • Reporting strategy is documented • Change management and communications plan is complete • End-User training strategy is complete • Internal support plan documented

Project Role Types	Responsibility Descriptions
Business Champions	Provide communication and updates to impacted organization(s) as needed; review and approve recommended changes to business process; ensure resources are allocated to support rollout; champions project benefits to impacted organizations.
Business Field HR	Review & provide feedback into process definition; assist with system testing; assist with system training.
Technical Project Manager	Manage project technical requirements for integrations and data migrations if included in scope; coordinate with the functional configuration and testing activities; validate Taleo data map content; assign and manage technical resources for data extracts from legacy systems and/or HRMS/ERP system.
Integration Specialist – Ongoing Integrations	Learn requirements of the Taleo integration touch points; participate in the completion of the Taleo data maps; create Customer-specific processes for import and export to and from HRMS/ERP which includes required data transformations; successfully process files received from Taleo; set up and administer the connectivity and FTP box for exchanging files with Taleo.
Integration Specialist – One Time Data Migration from a Legacy System	Learn requirements of the Taleo migration data entities; participate in the completion of the Taleo data maps; create Customer-specific processes for the extract of data from the legacy system which includes required data transformations; successfully submit files to Taleo for processing; set up and administer the connectivity and FTP box for submitted files to Taleo.

Table C – Taleo Project Role Descriptions

Project Role Types	Responsibility Descriptions
Professional Services Director	Overall responsibility for the project from a Taleo perspective. The Director will provide guidance and assistance to the Taleo resources as needed and will serve as an escalation point during the project.
Delivery Manager	This individual is the engagement manager for the duration of the project. Ensures smooth project pre-planning, access to Taleo resources during the project and provide guidance and escalation support during the project.
Taleo Project Manager	The project manager is assigned to the project to create the project plan/calendar, track project activities, deliverables, resources and budget. The Taleo project manager is ultimately accountable for the success of a Taleo implementation. The primary mandate of the project manager is to partner with and support a client project manager with the following: Project methodology education and planning; project management of in scope project activities; task assignments, deliverable completion and quality; proactive identification of project risks and mitigations; issues resolution; managing scope and change control requests; manage Taleo resources; and weekly status and budget reporting to Taleo management and client project manager.
Talent Architect	Lead discussion regarding Taleo cross-product foundational elements and makes recommendations for unique to Customer's project deployments; document findings and make recommendations for configuration and expansion.
Functional Consultant(s)	Provides project management guidance; functional subject matter expertise; leads the analysis & design; performs configuration; collaborates with Customer during testing and deployment. This role is responsible for configuring the solution to meet the Customer's requirements based on the decision templates and will demonstrate the configuration to Customer for final sign off.
Technical Project Manager and Integration Consultant(s)	When integration and data migrations are included in scope, this role is the primary contact working with Customer on these components. This role presents the integration project kickoff; guides Customer in the creation of data maps for the integration touch points included in scope which will import or export data from Customer's HRMS/ERP; guides Customer in the creation of data maps for any data migrations from a legacy system included in scope; creates and configures the technical test environment; configures communication and encryption requirements; coordinates Taleo technical resources and activities; provides knowledge transfer in support of Customer extract and import processes; develops and tests integrations included in scope; collaborates with Customer on testing efforts.
Report Consultant	Work with Customer to review the delivered reports; lead the reporting metrics workshop when included in scope, develop custom reports if included in scope.
Technical Consultant(s)	When single sign-on and a formal Technical Readiness Assessment Service are included in scope, this role will work with Customer to enable the SSO capabilities within Taleo and coordinate all technical readiness assessment activities.

Change Management Functional Lead	As defined in Exhibit 3, lead the definition and development of a change management program to include a communication program, preparation of supporting end-user educational materials through the use of Taleo Proficiency, and business process documentation.
PeopleSoft Extract Technical Specialist	Extract and prepare relevant PeopleSoft data into properly formatted .csv files for import by Customer into Taleo. Tools for development and testing of the extract process are at the discretion of the technical specialist.

Analysis and Design Phase – Functional: The Analysis and Design Phase is tightly interwoven with the Prototyping Phase to take advantage of the natural synergy between these project activities and to support ongoing requirement validation throughout the implementation timeline. The Analysis and Design Phase is comprised of a series of scheduled analysis and design workshops with the major objective of the workshops to match the Taleo solution to the Customer requirements and the scope selected for implementation.

Taleo Task Summary	Customer Task Summary	Major Work Products
	requirements • Attend reporting metrics workshop (if in scope) and/or finalize reporting strategies	

Project Definition Phase - Technical: *The primary deliverable of this phase which commences about half way through the functional analysis and design activities is a thorough, detailed project plan that acts as a road map for the remainder of the project as the activities relate specifically to the technical components, and integration and data migration efforts that have been included in scope. These efforts cannot be planned in detail until the "to be" business processes, rules, factors and data values or data requirements have been defined in the Functional Analysis and Design Phase of the project.*

Taleo Task Summary	Customer Task Summary	Major Work Products
• Receive Field Configuration Workbook and/ calculation requirements or "to be" process documentation • Lead technical kick off meeting • Develop detailed technical project plan • Present Taleo Connect Knowledge Transfer and discuss Customer Integration strategy for integrations to be built during the implementation • Identify and discuss Integration touch points included in Taleo scope • Deliver first technical readiness assessment service (TRA) activities	• Final review of requirements: data, process, calculations etc. • Participate in technical kick off meeting • Review technical project plan and incorporate Customer-specific items • Review Taleo Connect documentation • Install Taleo Connect Client, if Customer hosted integrations are in scope or set up environment for FTP transfers if Taleo hosted and managed integrations are in scope • Gather data and participate in first technical readiness assessment (TRA) process	• Technical kick off meeting is complete • Taleo Connect formal knowledge transfer is complete • Detailed technical project plan is prepared by Customer and Taleo

Analysis and Design Phase – Technical: The Analysis and Design Phase for the technical components of the project is comprised of knowledge transfer on the Taleo Connect integration platform, a determination of the Customer's technical readiness and other technical components included in the project scope such as data migrations and single sign on enablement. Data maps for the standard integration touch points included in scope are distributed and final integration strategies are determined.

Taleo Task Summary	Customer Task Summary	Major Work Products
• Continue or present Taleo Connect knowledge transfer sessions as included in scope • Create Taleo-developed integration touch points included in scope. • Assist Customer in establishing a strategy for deployment and integration test cycles of integrations included in scope to be built by Customer • Prepare and engage for single sign-on capabilities if included in scope	• Attend Taleo Connect knowledge transfer sessions • Validate and document extract processes for ongoing integrations from the HRIS or other external systems • Validate and document required import processes to HRIS or other external systems • Design extract processes for data migrations from legacy ATS system • Prepare detailed integration project plan in support of functional configuration testing • Prepare for single sign-on capabilities	• Integration strategy finalized • Integration timing for each touch point determined • Detailed integration project plan is updated • Extract files are identified and extract processes defined • Import processes are identified and defined

Prototyping Phase - Functional: The primary objective for this phase is to test the Taleo configuration and new business processes in a logical and hierarchical process to ensure they support the Customer's requirements. This phase will include simulation exercises that encompass complete business scenarios from beginning to end. This functional testing will include the execution of the Customer's unique test scenarios (created by the Customer team from the Taleo test script templates). This phase is an end-to-end test of the configuration. A retest of any required configuration adjustments completes this phase. A full end-to end execution including data imported from the HRMS and or extract for import to an HRMS will occur during the Prototyping Phase – Technical.

Taleo Task Summary	Customer Task Summary	Major Work Products
• Define prototype testing scope • Provide test script templates • Lead prototyping review session • Conduct prototype debrief meeting • Assist with configuration adjustments • Participate in deployment planning	• Participate in prototype scope • Define and organize prototyping teams • Prepare required test scenarios • Finalize and load relevant content for prototype testing • Complete translations of any Customer-specific multi-lingual content • Participate in prototyping review session • Modify configuration and retest where appropriate • Provide prototype sign-off • Finalize optional Customer-led end user acceptance testing	• Prototyping plan • Test scenarios and expected results are documented • Prototype is executed • Configuration adjustments are complete, tested and documented • Prototype sign off occurs • Optional Customer-led end user acceptance test is executed by Customer

Prototyping Phase – Technical: The primary objectives for this phase are to test the Taleo and Customer integration touch points, final data migration scripts included in scope, and complete any additional technical components included in scope such as single sign capabilities and the technical readiness assessment.

Taleo Task Summary	Customer Task Summary	Major Work Products
• Assist Customer in installation and setup of Taleo Connect if Customer is using Taleo Connect Client • Create integration touch points included in Taleo scope as defined in Section 4 of this Product Specific Exhibits • Support Customer-led integration development and testing	• Prepare test files for integration testing • Prepare environment for Taleo Connect Client if required • Create and test import and export processes in and out of HRMS • Create integration touch points included in Customer scope as defined • Receive and test the integration touch points created by Taleo • Define system integration test parameters and timing • Execute system integration test cycles	• Integration touch points completed by Customer and Taleo • Import and export HRMS scripts are complete • Unit and system test of integration touch points is complete

Deployment Phase - Functional: The major activities in this phase are to train end users, finalize the content uploads and grant access to the system components for all users in scope.

Taleo Task Summary	Customer Task Summary	Major Work Products
• Confirm all configurations and adjustments are implemented • Participate in finalizing deployment plan • Develop go-live plan • Provide guidance in developing a support plan • Provide end user training as stipulated in education SOW • Introduce Customer to Taleo Customer Support organization and incident generation	• Attend end-user training presented by Taleo or Customer • Finalize support plan • Notify Webmaster, Intranet Administrator to make Taleo link live	• End-users are trained • Go-live Deployment Plan complete • Support plan deployed • System live

Deployment Phase - Technical: The major activities in this phase are to complete the final production loads of external data and finalize the transition of any Taleo-developed integration touch points to Customer.		
Taleo Task Summary	**Customer Task Summary**	**Major Work Products**
• Support Customer integration touch point and data migration scope as included in scope • Participate in production readiness assessment	• Deploy the integration touch points into Customer IT environment as required for Customer hosting • Execute integration touch points for Initial load of data into production zone • Finalize production readiness plan	• All integration touch points ready for execution within production zone • Production readiness confirmed

Project Resource Descriptions

Upon SOW execution, a project plan and a resource matrix will be completed, identifying how the individual project responsibilities will be fulfilled. The project plan will identify all activities, required project roles, responsibilities and the final timeline. Descriptions of the typical project responsibilities for the Customer and Taleo resources are defined in the following tables:

Table B – Customer Project Role Descriptions

Project Role Types	Responsibility Descriptions
Steering Committee or Executive Sponsor(s)	Review & approve key project decisions; monitor project progress & risks; provide guidance & direction to program manager & project manager; manager; participate in change management activities.
Program Manager / Process Owner	Manages overall design of business process and alignment to Customer's talent management strategy; provides requirements to project team; collects feedback from users, business champions & project and external project participants; provides status updates to project leadership team.
Primary Project Manager	Directs day-to-day project activities; monitors & mitigates project risks; provides status and feedback to program manager & steering committee; provides stabilization and escalation support. This role is the primary point of contact for the Taleo project team.
Functional Lead	Contributes requirements; participates in content development; validates overall design against requirements; directs other functional subject matter experts; coordinates and validates inputs from business owners & external organizations; (content and process); coordinates testing activities; provides input to end-user model, change plan (training & communication) and support model. This role is the main recipient of detailed knowledge transfer related to content management and capabilities of the Taleo solution.
Functional Subject Matter Expert's (may be performed by Functional Lead)	Takes direction from the functional lead role with very similar responsibilities and provides specialized customer input when required.
System Administrator	This role will attend training to learn how to administer the system. This role will also participate in the project for knowledge transfer on the configuration decisions and hands-on configuration as well.
Reporting Specialist	Participate in the report training provided by Taleo University; participate in the standard report overview with Taleo; participate in the reporting metrics workshop if included in scope; develop custom reports as needed.
Infrastructure Specialist	Participate in Technical Readiness Assessment (TRA) or self-validate against the Taleo Technical Requirements document; take appropriate action to ensure readiness within Customer's infrastructure for connectivity and use of Taleo.
Change Management/Communication/ Training Lead	Responsibility for participation, review, and approval of the Taleo developed change management, communication, training activities including: stakeholder readiness and adoption; deployment strategy; communication and training; end user support; and transition planning to Taleo and new business processes.
Legal	Support both process owner and business partner requests for information and/or guidance.

Exhibit 2 – Recruiting and Onboarding Scope

1. Project Scope

High Level Business Processes Included in this SOW for Recruiting and Onboarding
The high-level business processes selected by Customer and Taleo to meet the Customer's business requirements for this Phase are summarized below. This summary provides the implementation variables that have been used to determine the hour and dollar estimates contained in this SOW. The variable limitations (i.e., # of career sections, processes, workflows, etc.) provided herein drive the Taleo work effort. Customer can participate in the configuration to increase the variable limitations if so desired.

A detailed description of the business processes as well as the Taleo and Customer responsibilities are included in Section 5: Detailed Scope Definition.

Foundational Data and Talent Management Architecture

1. Analysis and expansion of relevant foundational data: (e.g., Organization, Locations, Departments, Job Family Fields, User Types, User Groups, etc.)

2. The language for users such as recruiters, collaborators, managers, and employees will be English.

3. The language for the candidate experience and candidate communications will be English and one other supported language.

Taleo Recruiting Functions

1. Requisition management includes creation, management and approval workflows.

   a. Hiring managers are included in the requisition management and approval processes.

      * NOTE: Dynamic Approval Design and Configuration is included for one full process.

   b. Three (3) requisition process designs and configurations (e.g., professional, hourly, campus, executive, pipeline or universal).

2. Candidate Sourcing and Management

   * Up to seven (7) career sites and associated application flows (e.g., internal, credentialed positions, union/nonunion, professional, administrative, hourly).

   * The employee referral program for the internal career site is included in support of workforce mobility.

   * eSignature capabilities are included.

   a. Agency Portal is included for one (1) Referral Agency

   b. Resume parsing within the candidate's application process as well as for recruiters.

   c. Up to three (3) candidate data capture processes for recruiters.

   d. eQuest for job board posting aggregation as well as the configuration for individual job board postings.

   e. Taleo Scheduling Center for up to five (5) event calendars and guidance.

   f. Up to five (5) unique Candidate Selection Workflows; each with unique steps and statuses.

   g. Candidate Communication Agent to support a candidate's access to their application status and communications from Customer.

   h. 3rd party service provider integrations using Taleo Passport for up to four (4) Taleo certified partners (e.g., background check providers, WOTC, etc.).

      * NOTE: A single Taleo developed Passport-Bridge is included in scope to interact with the Teacher Assessment program.

3. Content Management for Taleo Recruiting

a. Two (2) ACE Workshops in support of efficient candidate qualification processes thru the creation of pre-screening questions.

b. *Taleo guidance in the Customer creation of pre-screening and disqualification questions and libraries.*

c. Taleo guidance in the development of content libraries (e.g., correspondence, requisition templates).

4. Offer Management and Approval Routing Configurations

a. Taleo guidance for the establishment of the Customer's offer template library.

b. *Dynamic Approval Design and Configuration is included for one full process.*

Onboarding Functions

1. Up to two distinct onboarding processes will be designed and configured to establish and monitor all onboarding activities for new hires.

   a. eSignature capabilities

   b. I-9 Processing with eVerify (NOTE: if this is required by CPS – a 3rd Party Taleo Certified Passport Partner is required as well)

   c. Up to twenty-five (25) Taleo developed input forms.

   d. Unlimited Customer-developed PDF forms for pre-population.

   * Multi-lingual onboarding process is not included.

Items Excluded from Scope

System Functionality Present with the Functionality of the System but Excluded from Scope of this SOW:

The following features, present in the system, are currently excluded from Taleo implementation services and can be self-deployed by Customer.

1. Taleo configured Campus Portal

Taleo Services Excluded from Scope of this Exhibit:

1. Taleo-built custom reports
2. Taleo led data migrations from the Customer's current legacy systems are excluded, unless added with a mutually approved change order.

2. PROPOSED PROJECT TIMELINE AND PROJECT RESOURCES

Table A shows the distribution of the current work effort contained in this SOW, Exhibit 8 contains the high level project plan which will be further refined during the Project Definition Phase.

Table A - Proposed Project Schedule

CPS - Recruiting & Onboarding	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
System Administrator Training																														
Project Planning Phase	Project Definition																													
Project Planning and Project Team Training																														
Analysis and Design - Recruiting & Onboarding				Analysis & Design - Recruiting & Onboarding																									
Analysis and Design of Processes																														
Solution Configuration																														
Content Design, Development and Activation																														
Design and Process Validation																														
Data Mapping and Design for Integration Touch Points																														
Prototyping - Recruiting and Onboarding								Prototype - Recruiting & Onboarding																					
Scenarios Prepared																														
Scenarios Executed																														
Adjustments																														
Final Validation																														
Deployment																				Deployments										
Data Loads																														
End-User Training - Recruiting																														
Go Live with Recruiting																														
End User Training for Onboarding and Go Live																														
Go Live with Onboarding																														

LEGEND: ☐ Customer ■ Collaborative ▨ Technical Collaboration ▦ Taleo Responsibility Collaborative TBD

Table B – Recommended Customer Work Effort

Customer Hours	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Executive Sponsors & Business Champions	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Project Manager	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	160	130	160	160	160	160	160	160	160	160	160	160	160
Func Lead - Process Design Recruiting				240	240	240	240	160	180	160	240	240	240	240	240	240	240	240	240	240	240									
Func Lead - Process Design Onboarding								240	180	160	160	80	160	80	180	160											160	160	160	160
Func Lead - Content Specialists							240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240				80				
Func Lead - Change Mgmt, Training									160	160	160	160	160	160	160	240	240	240	240	240	240	80	240	240		80				240
System Administrator(s)	80		160	160	160	160	80	80	80	80	160	160	240	240	240	240	240	240	240	240	240	240	160	160		160	160			
Integration Specialist								160	160	240	240	240	240	240	240	240	240	80	80	80	80									
Infrastructure Specialist: TRA and SSOW									80			80	80					80		80		80								
WebMaster							80	80	80	80	80					80	80	80	80										80	
Reporting Specialists							80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80					

Table C – Projected Taleo Work Effort

Taleo Hours	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Program Manager	20	20	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Talent Architect			40	40	80	80																								
Project Manager	240	240	240	240	240	240	160	160	160	160	160	180	180	180	180	180	80	80	80	80	80	80	80	80	80	80	80	80	80	80
Recruiting Subject Matter Experts	30	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	240	240	240	240	240	240	240	160	40	40	20	20
Onboarding Subject Matter Expert						160	180	160	160	160	160	160	160	180	80	80										80	160	160	160	160
Passport Expert							80	80	80	80	80	80	80	80	80	80	80	80												
Technical Project Manager							160	160	160	80	80	80	80	80	40	40	40	40	40	40	40	40	40	40						
Integration Specialist								240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	40	160	160	160	40	40	40
Technical TRA, SSO								80	80	80	80	80	80	80	80	80	40	40												
Reporting Workshop						80	80	80	80	80	80	80	80	40	40	40	40	40	40											
MWBE - Functional Process Documentation					320	320	240	160	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80						
MWBE - Functional (Content and Documentation)						80	80	80	80	80	80	80	80	80	80	80	80	80	40	80	80	80	80	80	80	80	80	80	30	30
MWBE - Functional Training Development											80	80	180	240	160	80	80	160	160	160	160						40			
MWBE - Functional Change Management							160	160	160	160	160	160	160	80	80	80	160	160	160	80	80	80	240	240	320	160	40			
MWBE - Technical - PeopleSoft Extracts							240	240	240	240	240	240	240	80	80	80	20													
MWBE - Technical - PeopleSoft Extracts							160	160	160	160	80	40	40																	

3. DETAILED SCOPE DESCRIPTIONS

The following tables identify the major components of the system that will be discussed, designed and configured. Expected outcome for each major scope item is identified, as well as both the Taleo and Customer major activities, which will need to be accomplished to meet the expected outcomes.

Table D – Detailed Functional Scope Descriptions

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
Foundation Data Set Up: Taleo foundation data is used throughout the Taleo solution to organize, categorize and segregate data; differentiate workflows within your organization; and secure access to candidate data both online and through the reporting capabilities. The first component of foundation data refers to the organizational structure that will be built in Taleo and represents each customer's own unique organizational hierarchies, job families, locations, departments and specific work locations for which jobs will be posted. The foundation data can be manually created and maintained in the Taleo Administrator WebTop or uploaded using Taleo Connect integration tool. Language is an important component of the foundation data and will support the Customer's needs for both candidate facing information and operational languages for all users of Taleo (e.g., recruiters, candidates, and hiring managers). The final component of foundation data is how each user will interact with the system related to data accessibility, update capabilities and initiation of business processes. This level occurs with the association of employees to user types in Taleo (e.g., hiring manager, recruiter, coordinator, HR Director). Each user type is associated with a variety of data access levels and capabilities through the use of permission lists. User groups are then identified for those users who need access to the same information. NOTE: Due to the shared responsibilities in setting up the foundation data, Customer is advised to attend the System Administration Classes identified on the Education SOW that accompanies this SOW.				
Taleo Talent Management Suite Design with Taleo Talent Architect	Review and make recommendations for the design of the foundation of the Taleo products to position the Customer for a successful program wide enterprise-level foundation	Lead discussion regarding Taleo Talent Management Suite foundational elements and make recommendations for successful current and future implementation and deployment of Taleo products. Document findings and recommendations.	Engage the proper Customer resources to participate in the suite design discussions. This will include cross-functional members representing the Taleo products being deployed.	Talent architecture and suite design is documented.
Smart Org Data Setup	The Taleo Smart Org, along with the associated departments, comprises the initial set up work to establish and reflect Customer's organization in Taleo. The Taleo Smart Org is composed of organizational data representing the hierarchy of your organization (e.g., company, sector, business unit, region, etc.), location data representing geographical areas (e.g., country, city, region, state), and job fields which can be used to represent employment sectors, domains, or groupings of job function types. NOTE: Manual data entry is required by Customer unless Taleo Connect Integration touch points are included.	• Discuss best practices for Smart Org creation and usage • Introduce contextualization capabilities unique to Customer based on the Smart Org structure design • Define and document strategies for each required component of the Smart Org and the associated department/cost center and work locations • Provide knowledge transfer and guidance to Customer on the creation and maintenance of foundational data within Taleo	• Participate in discovery session(s) and make decisions on data content • Provide current organizational elements • Build foundational data in Taleo: for those items that will be manually entered and maintained (e.g., Organization, Location, Job Fields, Departments, etc. • Finalize maintenance strategy for Smart Org foundational data	• Smart Org strategy approved and documented • Smart Org data is loaded • Maintenance strategy is documented • Strategy for any ongoing automation of data updates through Taleo Connect integration touch points is complete

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
Users, User Type and User Groups	The definition of users, user permissions and user groups will drive what a user can access within Taleo and what activities they can perform or data they can view or update. Users, user profiles, permissions, and user groups can be manually created and maintained in Taleo Recruiting Administration or uploaded by Taleo Connect Integration. NOTE: Manual data entry is required by Customer unless a corresponding Taleo Connect Integration(s) are included.	• Discuss user and user group best practices • Review user creation and management concepts • Review user grouping capabilities and define user groups and the data access levels • Define initial user types and associated permissions • Configure log in processes • Provide knowledge transfer and guidance to Customer on creation and maintenance of users in Taleo • Review and configure up to 10 user profiles with customer and facilitate knowledge to customer for remaining users	• Participate in review and design session(s) • Build user access data in Taleo in support of prototype: create users and update required permission levels • Design and document users types, permissions and groups required for production • Determine how production user data will be entered into and maintained in Taleo (see Detailed Integration Scope section) • Participate in the discovery and configuration of the 3 user profiles • Participate in review session(s)	• User types, permissions, user group strategy is documented • Prototype access is established • Ongoing maintenance strategy for users is documented • Strategy for any ongoing automation of data updates through Taleo Connect integration tools is complete • Up to 3 user profiles configured
Center Stage	The center stage is what users initially see when they log into the Recruiting Center. From the center stage, users can be presented with key information and/or access the appropriate part of the application to perform more complex actions. Three default center stages are provided as standard with Taleo Recruiting: • Recruiter • Hiring Manager • Hourly Manager	Knowledge transfer to Customer key resources to: • Discuss recommended practices for Recruiter or Manager role relevant to the Customers business processes • Design and document the configuration decisions needed to support the included Center Stages • Associate included Center Stages to a configuration profile • Provide knowledge transfer to Customer system administrator	• Participate in review session(s) and make decisions on employee involvement in relevant content • Develop required business process documentation and change management program for Recruiter and Managers • Create and modify additional Center Stages as needed	Center Stage activated and configured
Communication Chanel	The Communications channel allows the display of useful information to users when they first log into Taleo Recruiting. The Communications channel is displayed in the standard Taleo content and format.	• Knowledge transfer to Customer key resources to: • Discuss needed information and best practices for information able to be displayed via Taleo Communication Channel. • Document the configuration decisions needed to support the Communication Channel • Configure the Communication Channel including the addition of Web Support and up to one (1) extra link • Provide knowledge transfer to Customer system administrator	• Participate in review session(s) • Provide the needed information to be displayed by role • Provide knowledge transfer to enable Customer to configure Communication Channel if needed.	Communication Channel is configured and activated

Language Support for Taleo Recruiting Users (for HR Users and Hiring Managers)	Users can access Taleo Recruiting in languages other than English. When activated, users can set their preferred working language and manage day to day recruiting activities in their own language.
	
	This SOW includes the support languages included in scope as defined in Section 2: Project
		• When more than one language is included in scope Taleo will:
		  • Coordinate the activation of language(s) included in scope with Taleo Production Services
		  • Review multi-lingual user access with Customer's system administrator if in scope
			• When more than one language is included in scope Taleo will:
			  • Participate in review session(s)
			  • With Taleo guidance, adjust content of field labels or new user defined field labels
			  • Complete data entry for required translations of
				• Taleo Recruiting activated for the language(s) included in scope

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
	Scope	• Review multi-lingual content adjustments with Customer's system administrator • Provide knowledge transfer to Customer system administrator on multi-lingual capabilities	Customer-specific content elements (field labels, candidate selection workflow labels, etc.)	
Language Support for Candidates on Career Sections and Communications	Candidates can access Career Sections (aka career sites) and job listings in languages other than English. When activated, candidates will be able to view jobs and apply in the selected languages. This SOW includes the support languages included in scope as defined in Section 2: Project Scope.	• When more than one language is included in scope Taleo will: • Coordinate the activation of career section language(s) with Taleo Production Services for languages in scope • Review multi-lingual candidate experience capabilities with Customer's system administrator • Review multi-lingual content adjustments with Customer's system administrator • Provide knowledge transfer to Customer system administrator on multi-lingual capabilities for the candidate experience	• When more than one language is included in scope Taleo will: • Participate in review session(s) • With Taleo guidance, adjust content of field labels or new user defined field labels • Complete data entry for required translations of Customer-specific content elements (field labels, candidate application workflow labels, correspondence, etc.)	• Career section(s) activated for languages included in scope.
Requisition Creation and Approval	The requisition creation process will allow recruiters and/or hiring managers to initiate requisitions, approve or send for approval, post, unpost, extend or repost requisitions. Taleo will lead the configuration of the number of requisition forms included in scope and transfer knowledge to Customer for the creation of any additional requisition forms.	• Review and discuss requisition creation concepts and recommended best practices with Customer • Select and configure standard fields for the requisition form • Identify and create up to a maximum of fifty (50) user defined fields and add to the requisition form • Discuss and define requisition approval configuration requirements • Discuss and configure requisition statuses • Review user groups and user types for the requisition approval workflow • Provide knowledge transfer to Customer for ongoing setup and maintenance	• Participate in review session(s) and make decisions on proposed solutions • Document required business process changes • Update the requisition form as needed	• Requisition form created • User profiles updated to support the requisition creation and approval processes • Business process documented by Customer

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
Dynamic Approval Routing (DAR) of Requisitions	Dynamic Approval Routing automatically populates the correct requisition approver(s). The list and sequence order of approvers will be predetermined based upon the context and/or content of the requisition. Note: Creation of integrations needed to support Dynamic Approval Routing (Employee/User Import and New Hire Export) are defined as separate deliverables in this Exhibit.	• Lead the requisition approval process workflow discovery session • Design, document and configure the number of approval processes included in scope • Document the impact on User roles and Configuration • Document impact on user maintenance process • Design and create hierarchical roles for DAR process •Design and create functional roles for DAR process • Design and configure rules • Design and configure approval paths	• Participate in review session(s) and make decisions on proposed solutions • Participate in data entry and adjust/create configuration tasks as required • Maintain and create configurations as needed • Create test scenario to utilize during testing process	Dynamic approval workflow configured
Candidate Sourcing: *Taleo provides numerous candidate sourcing options (e.g., internal and external career sites, agency referrals, external job board postings). Special hiring events and internal and external job postings can be supported through the use of career site; each of which can be uniquely branded for a wide range of specializations. The capabilities for staffing agency referrals are through a specialized agency portal. Automated postings to external job boards occur through the Taleo job board aggregator eQuest. There is also the capability to import and upload candidate profiles and resumes from external sources through the use of the Taleo Connect integration tool. For each of the candidate-centric sourcing options, a unique application flow directs the candidate through the application process (e.g., candidate profile information only, job-specific applications, and employee referrals).*				

Career Sections and Candidate Application Flows	Taleo career sections, also known as career site or candidate portals, are the entry points for candidates to view open jobs, search for jobs, submit an application for a specific requisition, or submit their basic profile data without applying for a specific job. Customers may develop unique career sites for each type of candidate or position they may be sourcing (e.g., professional, campus, internal, hourly, union, skill specialty) as well as special hiring events or even unique branding requirements related to a customer's different lines of business.
	
	This SOW includes the collaborative design and configuration of the career sites included in scope in Section 2 of this Exhibit. Unique candidate application flows are also included for each career site included in scope. A unique candidate application flow is presented to the candidate to solicit the information relevant to the candidate's inquiry (i.e., profile only, job application).
	
	Each career site will include:
	• Resume parsing capabilities
	• eSignature capabilities for the job application process
	
	NOTE: Due to the shared responsibilities of the career site
		• Lead the analysis and design workshop for the career site
		• Document configuration decisions related to content, theme, and use in the field configuration workbook
		• For the in-scope career sites:
		  - Design and configure the candidate job and application flow(s)
		  - Configure the career site parameters
		  - Activate the languages included in scope
		  - Review the career site text personalization capabilities with Customer
		• Configure the employee referral program if in scope
		• Provide knowledge transfer to Customer's system administrator to support development of any additional career sites that have been mutually approved for inclusion in scope
			• Participate in discussions and make decisions regarding career sites and job application flows
			• Identify additional career sites to be created and document the configuration requirements
			• Coordinate all interactions and design decisions with internal web development organization in support of corporate branding objectives
			• Enter data where required (e.g., unique source lists) as instructed by Taleo for career site development
			• Lead career site personalization process and enter required text in Taleo
			• Identify, translate, and load required career site translations for all Customer-specific labels if required
				• Customer specific career sites and application flows are configured
				• Customer has knowledge to maintain in scope career sites and configure any additional career sites and application flows

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
	configuration, Customer is advised to attend the virtual one-day Career Site Administration class prior to the design workshops.			
Candidate Communication Agent (CCA)	The Candidate Communication Agent allows candidates to return to the Customer's career site and view selected information that has been sent to the candidate and the status of their application(s) for specific jobs. The implementation process will determine which of the recruiter actions, statuses and email/correspondences will be made available for display to the candidate.	• Review of Candidate Communication Agent functionalities • Design and document configuration decisions • Configure and test candidate communication capabilities for the candidate selection workflows included in scope as defined in Section 2 • Provide knowledge transfer to Customer system administrator to complete any additional configurations, if required	• Participate in discussions and make decisions regarding status, content and communications to be displayed to candidate • Create Customer-specific content to be used and displayed • Configure any required additional candidate communication capabilities	• Candidate Communication Agent is configured • Customer has sufficient knowledge to activate additional CCA capabilities
Candidate Data Capture by Users	The users of the Taleo Recruiting can create candidates manually in the system. Taleo offers multiple types of capture actions in support of the recruiters (e.g., quick capture, capture candidate profile, capture job specific information, or capture referrals).	• Review the capture candidate capabilities • Design and configure the candidate capture workflows included in scope • Provide knowledge transfer to Customer's system administrator	• Participate in discussions and make decisions regarding capture candidate flows • Create any required additional flows	• Capture candidate flows are configured
Job Posting to External Job Boards	Taleo offers the capability to post jobs to selected job boards through a seamless integration with eQuest, Taleo's job board aggregator service for our Customers. Through eQuest, Taleo offers a broad selection of job boards which can be posted to through the eQuest job board aggregation service. NOTE: The variety of job boards available requires that the Customer contact eQuest directly to make arrangements for their job board selections.	• Review eQuest job posting functionality • Set up eQuest for a maximum of Taleo supported job boards	• Provide login/passwords for job boards to be set up • Contact eQuest for job board aggregation selection	• Taleo supported job boards will be activated
Taleo Agency	Taleo offers the capability to send selected jobs to external staffing agencies for candidate referrals. Invited agencies will refer a candidate through a specialized Taleo career site referred to as an online agency portal (aka Taleo Agency). Upon referral of a candidate by the agency, referral candidates are checked for duplicates and tagged as agency candidates.	• Review agency referral functionality • Configure candidate referral process flows • Configure candidate duplicate check • Configure a single agency portal and guidance creation of correspondence templates • Provide knowledge transfer on agency portal configuration	• Participate in configuration discussions • Enter the Customer-specific agencies and agents • Create agency-specific correspondence • Create additional agency portal (s) as needed	Agency portal is configured

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
Candidate Management: *Taleo consultants and Customer will have discussions on various candidate management activities that are specific to the Customer's candidate management business processes. From a solution configuration perspective, candidate management starts once a candidate has applied to a specific job, been matched to a specific job, or has merely provided a profile expressing interest in employment. Candidate management flows through the offer and onboarding processes included in scope. Recruiters and/or hiring managers can run search queries to locate qualified candidates and move candidates through unique Customer candidate selection workflows. Candidate selection workflows (CSWs) can be single-step or multi-step processes (e.g., Step (1) select qualified candidates for an interview, Step (2) initiate phone or personal interviews, Step (3) request background screening services, Step (4) confirm interview dates and times, Step (5) initiate an offer). The steps can be mandatory or optional and can automate the candidates' progression through the process as well as support the ability to set candidate reminders, generate correspondence to the candidates, and track candidate progression throughout.*				
Candidate Selection Workflow (CSW)	Taleo provides the ability to define and personalize how candidates are managed and viewed throughout the selection process - from application through offer acceptance. Taleo manages this process with Candidate selection work flows, each with unique steps and statuses. This SOW includes the design and Taleo configuration of the CSWs included in scope as defined in Section 2 of this Exhibit.	• Review candidate selection workflow best practices • Design, document, and configure workflow steps, statuses, motives and system default correspondence templates for the work flows included in scope • Review the candidate list formatting capabilities with Customer's system administrator • Review the standard interview confirmation capabilities with Customer's system administrator • Configure the candidate selection workflow steps with standard interview confirmation options	• Participate in discussions and validate approaches and design for candidate selection workflows • Define necessary steps and relate statuses to correspondence templates and identify necessary adjustments • Provide data as required for step-status names, motives for rejection, etc. • Document process flow and prepare required business process documentation • Configure any additional workflows and associated step and statuses • Update or change candidate list displays as required	• Candidate selection workflows are configured • Correspondence and alerts are identified • Customer has sufficient knowledge to create and maintain additional candidate selection workflows
Hiring Manager Access: View & Manage Candidates or View only	The Manager access can be configured to allow hiring managers to view candidates and/or move a candidate through the candidate selection workflow process. Managers can also be granted other permission levels which allow them to perform other activities (e.g., search for candidates, post a requisition to an internal job board, and set up an interview with the candidate).	• Discuss recommended practices for hiring manager involvement in the candidate selection process and relevancy to Customer's business processes • Design and document the configuration decisions • Configure the user rights and workflows in support of the manager activities • Provide knowledge transfer to Customer's system administrator	• Participate in review session(s) and make decisions on hiring manager involvement in candidate management • Develop required business process documentation for hiring manager involvement • Define and deliver change management program for hiring managers	• Taleo Recruiting configured for candidate management tasks by Hiring Managers
Candidate Segmentation	Taleo provides the capability to limit searching and access visibility to candidate pools through candidate segmentation. The segmentation is based on the candidate profile attributes and the profile of the user that may be searching the candidate pool. This is particularly helpful if Customer wishes to segregate their executive candidates or any other potion of their candidate pool (e.g., by country, by division, by job family).	• Review candidate segmentation capabilities and identify the configuration components unique to Customer environment and document decisions • Configure candidate segmentation parameters • Provide knowledge transfer to Customer system administrator for further configurations	• Participate in discussions and validate configuration components for segmentation • Update and maintain candidate segmentation as required	• Candidate pool segmentation is enabled

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
Recruiter Reminders	Taleo provides the capability for recruiters to set up reminders for follow through actions on candidates which will appear on the recruiter's WebTop	• Review candidate reminder functionality • Create a basic set of candidate reminder tags • Provide knowledge transfer to Customer system administrator	• Participate in discussion and make decisions regarding candidate reminders	• Candidate reminder functionality is configured
Candidate Folders	Taleo allows users to create personal or public folders where candidate data can be placed for future actions and sharing between users. The content placed into these folders can be dragged and dropped from and to the candidate database. The system administrator can allow all or a subset of the users to create folders.	• Review candidate folder functionality • Define and document customer strategy for folder usage including folder sharing to both individual users and user groups • Configure one folder visible to all users as knowledge transfer to Customer system administrator	• Participate in discussions and make decisions regarding candidate folder usage, sharing permissions and user group configurations • Create and maintain folders as needed.	• Candidate folders created with agreed upon access
Candidate Search	The Taleo candidate search function can be setup with a list of potential search criteria as well as a default search page (i.e., a default list of fields displayed to users). This SOW includes knowledge transfer on all search capabilities.	• Review available search functionalities • Configure list of searchable fields • Configure the default search page	• Participate in discussions and make decisions on fields that should be available for search and the content of the default search page	• Candidate search fields identified • Default search page configured
Taleo Scheduling Center	The Taleo Scheduling Center can be used to handle high volume scheduling of candidate interviews. The functionality allows candidates to self-schedule their interview time on-line through the use of Customer-specific interview calendars. This add-on functionality allows concurrent and unlimited scheduling of a variety of functions (e.g., job fair or campus appointments, and other mass recruitment events)	• Review Taleo Scheduling Center functionality • Activate scheduling Capabilities • Configure users and permissions • Configure the in scope Customer-specific interview calendars • Provide knowledge transfer to Customer system administrator	• Participate in discussions • Supply information requested by Taleo for the initial calendar set ups • Create additional calendars if required	• Taleo scheduling Center is activated • Taleo configured calendars are configured
Diversity data capture and data privacy	Taleo Compliance provides the regulatory foundation for Customer to gather and report on Diversity Data Nationally and Internationally.	• Review Taleo diversity data capture and standard EEO data capture functionalities, • Review data privacy online statement functionality • Define Customer approach to Diversity / EEO data capture • Document customer decisions	• Participate in discussions regarding compliance and regulation functionalities • Get legal sign off on defined solutions and text • Provide data as required to complete configuration • Configure any required additional data privacy statements	• Compliance and regulatory needs reviewed and solution configured

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
Offer Management	Taleo provides the capability to manage the offer creation and approval processes for candidates. The functionality allows the capture of unique offer parameters, approval processes, and Customer-specific offer letter content as well as the ability to track versions of the offer over time.	• Review functionality and make design and content decisions with Customer • Define and configure offer fields for capture and tracking purposes • Create Customer-specific user defined fields if required • Update user types for approval rights • Define and configure up to two templates including the ability to auto populate portions of the offer letters from stored candidate or requisition data • Provide knowledge transfer to Customer for ongoing additional offer letter templates and updates	• Participate in discussions and make decisions regarding offer process and required fields • Provide required data as requested • Define offer letter template content and branding • Enter offer correspondence templates into Taleo with Taleo guidance • Create additional offer letter templates if required • Translate Customer-specific offer letter components if multiple languages are included in scope	• Offer management process is configured • Required fields exist • Offer letter templates have been loaded into Taleo
Taleo Passport for 3rd party vendors	Taleo Passport provides Customer with a certified, predefined, and bi-directional integration with Taleo certified 3rd party vendors. These vendors provide a wide range of related services (e.g., background checks, credit verifications, drug testing, and reference checks). With Passport, the service request to the 3rd party happens within Taleo at the appropriate time within the application and/or selection processes. Passport also provides the return of the vendor's results for storage in Taleo.	• Activate 3rd Party Vendor service within Customer's zone for the number of Passports included in scope as described in Section 2 of this Exhibit • Review Passport capabilities with Customer • Recommend best practices for incorporation into Customer's business processes • Configure Taleo Passport for the selected vendor(s) in the agreed upon candidate application or selection process	• Participate in discussions and make design decisions for configuration • Supply 3rd Party Vendor information requested by Taleo • Coordinate testing with 3rd Party Vendor .	• Passport vendor services are activated and configured in Customer zone
Rehire Eligibility	Customer stores a rehire eligibility flag in PeopleSoft for employees that terminate. They wish to use this flag to prevent a candidate from progressing through the selection process.	• Identify best practices for the use of work flow steps and process design to identify situations in which the rehire eligibility flag is set on a candidate and prevent progression	• Participate in the design to ensure proper identification of the new candidate record with the existing candidate record containing the rehire eligibility flag • Ensure that the rehire eligibility flag is present in PeopleSoft and part of the Internal Candidate Map	Rehire eligibility process is configured and tested
NBCT Assessment	Customer requests that each credentialed candidate answer a set of 4 essay questions. These answers are stored with the candidate record and routed to a review panel that uses a standard rating model to rate the answers. The rating is a consideration during the selection process and is viewable by the recruiters and hiring managers. While the essay answers are stored with the candidate record much like pre-screening questions, the rating is stored separately and is not viewable by the candidate.	• Identify best practices for the use of prescreening questions or application workflow processes or selection workflow processes to support the solicitation of essay answers to up to 4 questions, obtain and store a rating and include that rating information in the selection process for hiring managers and recruiters.	• Participate in the design	A mutually agreeable solution to the NBCT assessment process along with the storage and use of the associated ratings is configured.

ACE Methodology and Content: *During an implementation project, the Taleo consultants and Customer will have discussions on Customer-specific and delivered content such as requisition fields, candidate fields, user defined fields, job template libraries, correspondence templates, and candidate screening questions These content components are further described below. Additionally, Taleo has designed a screening methodology to streamline and optimize the selection process itself based on the*

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
Abilities, Certifications and Experience (ACE) of the candidates as they relate to the requirements of the open job. The core of the ACE methodology is the creation and maintenance of pre-screening content (skills or questions) and job requisition templates with questionnaires and supporting correspondence templates. The Taleo ACE™ tool is used for automatically identifying highly qualified candidates and filtering out less qualified candidates. This is achieved by matching job qualifications to candidate qualifications using the ACE criteria. As each candidate applies for a position, the Taleo application will rank them based on what skills and competencies they possess and how they answered skills and pre-screening questions and automatically create a list of candidates ranked from high to low.				

Ace Workshops	The ACE workshops are structured meetings with the Customer to transfer core knowledge on the ACE Methodology and concepts as well as coaching in the design of best practice pre-screening content, job templates.	• Taleo will prepare and host the following workshop session:
		  - Overview: ACE Strategy Session
		  - Workshop 1: Questions Best Practices
		  - Workshop 2: ACE Review Session
		  - Workshop 3: Sorting & Weighting Do's and Don'ts
		Workshop 1, 2 and 3 will be hosted by Taleo for the number of sessions identified in Section 2 of this Exhibit. Customer group(s) of no more than 10 attendees, or less are allowed
		• Taleo will review and provide recommendations on a maximum of three (3) job templates for each of the Customer's attendees as knowledge transfer
			• Participate in ACE workshops
			• Make decisions on ACE methodology application at Customer
			• Build ACE questions for top priority jobs templates
			• Build job templates with an association to the ACE questions
				• ACE Workshops completed
				• ACE strategy documented by Customer

Job Requisition Template Library Management	The Job Requisition Library is a useful tool to standardize job posting descriptions and optimize pre-screen processes. Components of the job templates may be imported from the Customer's HRMS if included in scope as defined in Section 4 of this Exhibit NOTE: As this is Customer-specific data, its development and maintenance are the responsibility of Customer. Taleo will provide guidance and best practice recommendations. When multiple language guidance and/or support is included in scope, Taleo will provide advice on the creation of a job template library to support multiple languages. Customer will be responsible for any required content translations to be stored in the library.	• Review of job requisition template library capabilities • Advise Customer on the recommended best practices for the job requisition template library structure • Discuss and document Customer's job template library strategy • Provide knowledge transfer to Customer's team on template library creation and maintenance	• Participate in discussions regarding job template library strategy • Seek expert opinion and input from internal subject matter experts and/or key stakeholders within the organization to support the creation of job-specific templates which will include job descriptions and requirement statements • Assign a resource to develop the job template library during the implementation process and for ongoing maintenance	• Job template strategy is defined • Job template library foundation is established and sufficient job templates exist for go live

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
Pre-screening Questions Library Management	The Pre-screening Library is a critical tool to standardize pre-screening questions and streamline the pre-screening process and candidate searching based on the responses to the prescreening questions. NOTE: As this is Customer-specific data, its development and maintenance are the responsibility of Customer. Taleo will provide guidance and best practice recommendations. When multiple language guidance and/or support is included in scope, Taleo will provide advice on the creation of a job template library to support multiple languages. Customer will be responsible for any required content translations to be stored in the library.	• Review question library management functionalities and settings • Review Taleo skills library capabilities • Advise Customer on the recommended strategies for the development of the question library • Document Customer's question library strategy • Knowledge transfer to Customer on uploading or creating questions in the library • Knowledge transfer to Customer on the use of the competency/skills library	• Participate in discussions regarding prescreening strategy • Seek expert opinion and input from subject matter experts or key stakeholders within each business unit to create specific questions and skills. • Assign a System Administrator or specific individual to create questions and manage models.	• Customer's strategy is documented • Questions and job skills created as documented in strategy
Correspondence Template Library Management	The Correspondence Template Library is where all candidate facing correspondence templates are kept and maintained. This library is delivered with Taleo templates that can be adjusted by Customer as well as serve as the repository for all unique Customer templates as well. Customer owns the development of new correspondence templates and the adjustments to the delivered correspondence templates and their ongoing maintenance. When multiple language guidance and/or support is included in scope, Taleo will provide advice on the creation of a job template library to support multiple languages. Customer will be responsible for any required content translations to be stored in the library.	• Review all delivered correspondence templates • Provide knowledge transfer to Customer system administrator for the modification of delivered content and creation of unique Customer branding • Provide knowledge transfer to Customer system administrator to create Customer specific correspondence templates with data extract and merge capabilities • Discuss and document Customer's template library strategy	• With Taleo guidance, update existing correspondence and create new correspondence as required	• Correspondences are updated and created as needed to meet the customer decisions

Onboarding: *Taleo Onboarding streamlines and automates the onboarding process and allows organizations to reduce paperwork. The process automation can improve the onboarding experience for the candidate as well as provide consistent support for policy and legal compliance as determined by each Customer. Onboarding leverages tools such as a new hire portal, personalized correspondences, personalized online or PDF forms, and automated workflows to integrate actions with both the candidate and external departments involved in the onboarding process.*

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
Onboarding	The onboarding module provides the opportunity to define and build unique onboarding processes to support and track a Customer's unique requirements for candidate and internal department communications. The module supports the loading of Customer-developed PDF forms which can be pre-populated with data acquired during the recruiting process or the onboarding process. Using Taleo Connect, the content can be extracted for storage in an external data management system. The Taleo Forms builder also supports the	• Lead onboarding process workflow discovery session(s) for the number of processes included in scope • Design, document and configure the in scope onboarding process(es) • Design and configure new hire portal • Review task enabled PDF form capability and knowledge transfer on how to enable and upload PDF forms. • Review of Taleo standard correspondence and	• Participate in discussions and make decisions regarding onboarding process and work flow design • Sign-off on onboarding process workflow(s) design • Create and configure additional onboarding process workflow(s) as required • Participate in discussions and make decisions regarding the new hire portal(s) • Create portal branding content	• Onboarding processes included in scope are defined, configured and tested

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
	creation of additional online forms. eSignature, I-9 processing combined with eVerify may also be included in scope if included in Section 2 of this Exhibit. NOTE: Due to the shared responsibilities of the onboarding configuration, Customer is required to attend the virtual 2-day Onboarding System Administration Class (OB-SA-101) prior to the design workshops.	messaging with knowledge transfer on updating existing templates and creating new templates. • Design and configuration of online single page user defined data entry forms included in scope • Knowledge transfer to client system administrator on creating forms • Validation testing of in scope process workflow(s) • Deployment and go-live readiness support	• Create and configure additional hire portals as required • Create and upload all PDF forms. *(Note: Customer must have an Adobe Professional level license to create PDF forms.)* • Create content and configure online user defined data entry forms • Create new or update existing onboarding correspondence and messaging as required • Participate in testing of configured onboarding process workflow • Adjust configuration, if required, after testing effort • Prepare and deliver change management plan, end-user training, and documentation delivery	

Exhibit 3 – Change Management and Communication Program Development

This Exhibit defines the services included in this SOW to Lead the Definition and Development of a Change Management and Communications Program. The foundation of this program will be the delivery of the Taleo University: Learning Adoption Services that are described in the Associated Education SOW (SOW-EDUSOW-2012-102-EDU). The following is a brief description of the objectives of the program, benefits and approach.

Objectives
- To assess the readiness of the organization to adopt new technology (Executive, Hiring Managers, recruiters, candidates)
- To determine the impacts & benefits of change to the stakeholders
- To assess any change risks that will impact a successful implementation (concurrent projects, internal mobility, fear/rumors, successes & failures of other projects)
- To create a strategy to eliminate change risk and communicate the benefits of change
- To assess the readiness of end-users to embrace change (Internet skills, PC skills, fear)
- To ready the organization to adopt new technology
- Training (needs analysis, design & delivery)

Benefits
- People understand the project vision clearly and the role of change management in achieving that vision.
- Employees have a common understanding of the new business model.
- Employees know how changes will impact their jobs.
- Resistance to change is adequately managed leading to reduced uncertainty and anxiety.
- People know what is going on and have realistic expectations.
- Benefits and results are recognized and measured.

Process
1. *Complete an Organizational Assessment*
    - Identify Stakeholder Groups
    - Interview Stakeholders – Discovery Sessions (Process Team)
    - Validate Results (impacts/benefits, resistance, risks)
2. *Establish Communications Management Approach*
    - Identify Communication Strategy defined for each group
    - Determine timing and frequency of communication
    - Determine communication mediums for targeted groups
    - Create Content
    - Execute communications
3. *Initiate Training*
    - Determine the users to be trained
    - Assess End Users
    - Develop Training Content using Taleo Proficiency
    - Coordinate delivery of training with Taleo and CPS

Exhibit 4 – Cross Program Technical Services

This exhibit identifies the technical services in support of the program phases included in this SOW. Table A provides a detailed description of the services that will be primarily completed during Phase I of the Customer's implementation program.

Table A – Detailed Descriptions

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
Reporting – Delivered Reports	Taleo offers a list of standard reports that are accessible to all users. These will be reviewed during the implementation process.	• Review standard reports with their various filter options	• Participate in report review session	• Reports are reviewed
Reporting Metrics Workshop	The Reporting Metrics Workshop is designed to help the Customer identify the key Customer-specific metrics and translate them into unique report requirements. Note: The development of the custom dashboards or reports is not included in this workshop.	• Lead metrics discovery workshops • Assess data with Customer to determine unique metrics reporting • Provide recommendations to Customer for supporting the required metrics • Discuss recommendations with Customer and jointly finalize a reporting strategy based on Customer-specific metrics	• Participate in metrics workshop • Review recommendations • Develop custom reports if required • Coach users on using the delivered reports or newly developed custom reports	• Recommendations delivered and reviewed with Customer.
Branding File Review and Activation This is an optional service and if required by Customer, must be added with a Change Order	Customers can opt to have Taleo host their career site branding files. If branding file hosting is included in scope, Taleo will test the branding files prior to deployment into the Taleo infrastructure to ensure there are no potential security breaches within the branding files.	• Present branding file verification kick-off session • Provide branding file documentation • Receive branding files from Customer, unzip and place on a local (isolated) server • Verify the JavaScript code for security breaches, if applicable • Test the index.htm file locally • Upload and activate the branding file(s) • Notify Customer of JavaScript issues, if applicable • Test the activated branding file(s) against a career site with 2 different major browsers. • Document process and outcome to Customer and Taleo's customer support organization	• Upload branding file(s) in Taleo (or provide the branding file(s) to Taleo when upload is not possible) • Fix JavaScript issues when notified by Taleo • Provide all files embedded in the branding file(s) (CSS, images, JavaScript, etc.) • Address colors, font-size and other aesthetic details if required	• Branding file(s) tested and activated.
Technical Readiness Assessment	A technical readiness assessment is a proactive analysis of Customer's computing environment against Taleo technical requirements and performance expectations. This effort will provide the assessment and recommendations for: - Workstation - operating system, internet browser, software and hardware - Network - cables, proxies, routes, firewalls, content filters, connectivity, DNS configuration, and hardware	• Review and discuss Taleo technical guidelines • Prepare Customer zone for data gathering • Collect data from Customer zone • Solicit additional information on Customer surveys • Analyze data for 3 stages of deliverables. (1) Prepare baseline information based on key usage and environment data.	• Provide survey data and access to IT infrastructure and network staff, as required • Participate in the analysis process • Participate in test script executions • Review recommendations report • Adjust technical environment, if required	• Customer compliance with Taleo technical requirements validated • Customer strategy for any Taleo recommended actions is documented by Customer

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Expected Outcome
	- Taleo - network, web servers, application servers, database servers	(2) Detailed analysis of desktop and network compliance, providing recommendations. (3) Follow-up after implementation to validate incorporation of recommendations		
Single Sign On SSO enablement includes the user types that are identified in Section 2 of this Exhibit	The project goal is to develop, test, and deploy the Taleo S2ML or SAML Single Sign-On (SSO) solution for the .This Statement of Work (SOW) includes discovery, knowledge transfer, testing and deployment of Taleo Single Sign-on capabilities with Customer NOTE: The SOW includes SSO protocol messaging between customer portal and Taleo SSO modules. Recommended imports may be included as separate deliverables in this SOW (i.e. user). Refer to Section 4 of this Exhibit.	• Prepare and lead SSO Kick Off Meeting • Analysis and configuration of SSO functionality on Customer Taleo Zone. • Staging Testing • Production Implementation of SSO configuration • The Customer will test and confirm that the SSO is successfully Installed	• Customer Developer resource will integrate Taleo-supplied Java library (delivered with documentation) into Customer portal environment. • During the test cycle, Customer will perform tests on their environment as required by Taleo. Taleo does not need access behind Customer firewall. • Customer will handle its side of the process, including any configuration activities on the Customer's SSO Server, while Taleo will control the zone's configuration. • Build relevant Ongoing User and/or Employee import with Taleo Connect Client	SSO configured and tested
Taleo Anywhere	Taleo Anywhere is designed to give line managers, HR, candidates and other users the freedom to access the Taleo system from their everyday work environments such as email applications, browsers, portals and Web 2.0 applications	• Provide Customer with best practices and knowledge transfer on enablement of the Taleo Anywhere components	• Activate the selected Taleo Anywhere components in the Customer environment.	Taleo Anywhere components are activated.

INTEGRATION AND DATA MIGRATION SERVICES

Implementation Approach for Taleo Connect Integration Touch Points

Taleo's unique integration platform and toolset, Taleo Connect, has two options for use to support diverse customer needs:

1. Taleo Connect - Client Hosted (TCC)
2. Taleo Connect – Taleo Hosted and Managed (TCB)

1. **Taleo Connect – Client Hosted:** Taleo works with Customer to map and collaboratively build integrations using the Taleo Connect integration tool set and then transitions ownership of the tools and the Taleo-created integration touch points to the Customer for ongoing execution. This approach expedites the Customer's learning curve through the delivery of not only knowledge on Taleo Connect usage, but a selection of completed integration touch points as well. Customers are typically creating other integration touch points during this process. With this approach, Customer will be responsible for performing the initial production load of data and will have the capability to self-maintain the integration touch points.

2. **Taleo Hosted and Managed Services:** Taleo will build, host and execute all imports and exports to and from Taleo using the Taleo Connect integration platform. With this approach, Taleo is responsible for the initial production load of data. Also note that all requested post go live changes to the integration touch

point content will require a new SOW. With this approach, Customer is responsible for accessing a secure FTP site to upload or download the integration touch point files.

NOTE: with both approaches, Customer is responsible for import processing to the HRMS or other external systems receiving data from Taleo. Taleo will provide hands-on support to Customer for the extract of data from the current HRIS: PeopleSoft.

This SOW includes the **Taleo Connect - Client Hosted** approach and is supported by Taleo services for knowledge transfer and hybrid development. The first step in this approach is for Taleo to provide formal knowledge transfer on the Taleo Connect integration platform and tools. A summary of the components of the knowledge transfer service is shown below. Upon completion of the formal knowledge transfer, Taleo will continue to provide data mapping assistance, remote support, and collaborative development as described in the subsequent tables of this Exhibit.

Scope Item	Description	Taleo Major Activities	Customer Major Activities	Outcome

Taleo Connect Knowledge Transfer	Provide formal webex presentations on Taleo Connect in support of the Customer's creation of selected Integration touch points and collaboration on Taleo created integration touch points.	• Taleo Connect Client setup & prep
		• Review of Taleo Connect Client Tool
		• Client zone configuration & testing
		• Session 1:
		  • Scoping of what the customer ultimately wants to do
		  • Building an export file
		  • Building a configuration file
		  • Review of Taleo Database Dictionary
		• Session 2:
		  • Building an import file
		  • Using the command line to schedule integrations
		  • Review of Taleo Database Dictionary
		• Ad hoc customer questions and knowledge transfer
		  • Scheduled reviews - mandatory minimum of two (2) meetings per week during ramp up
		  • Email support for specific queries
		  • Phone support for specific queries
		• Coordination with additional Taleo resources as needed (e.g., Tech Support, Security, Networking)
		
		• Provide Customer with internal computing environment specifications needed to support Taleo Connect
			• Attend the formal knowledge transfer sessions
			• Review and gain an understanding of the data elements available through the Taleo Connect Integration Platform, as referenced in applicable Taleo documentation
			• Review and gain an understanding of the Taleo integration data maps provided by Taleo
			• Prepare the extract, data transformations and/or import processes relevant to the HRMS
			
			NOTE: Customer responsibilities related to the specific Implementation approach are further defined in the subsequent exhibits
				• Knowledge transfer completed
				• Customer ready to create integration touch points and data migrations
				• Customer is self-sufficient in the ongoing execution of the integration touch points

Standard Integration Touch Points

Taleo provides a set of commonly used and pre-defined Taleo Connect integration touch point data maps. Customers are not limited to these pre-defined data maps and once Taleo Connect knowledge has been acquired, any customer can create unlimited customer-specific integration touch points if desired. The table below includes a brief description of the integration touch point, its primary usage, and how the development of the integration touch point has been included in this SOW.

NOTE: For all integration touch points, Customer is responsible for preparing the processes to extract the data from the HRMS or other external system as well as the processes to import the data into the HRMS or other external system.

The implementation approach types for the individual integration touch points are:
- Hybrid – provides for Taleo-led and collaborative development of the selected integration touch points.
- Knowledge Transfer – provides for an allocation of Taleo knowledge transfer hours to the Customer for the selected Customer-developed integration touch points. The allocation of hours can be shared across integration touch points, up to the maximum number of hours allocated within this SOW. This service includes a data mapping session, the Taleo pre-defined data map, and remote support to Customer as the

integration touch point is developed by the Customer.

- Self-Service – provides for support only through Taleo's Customer Support organization. No Taleo developed data map or Taleo work effort has been allocated for these integration touch points. It is anticipated that the Customer team will be self-sufficient in the development of these integration touch points. If Customer would like to add additional support for these integration touch points, a Change Order may be submitted.
- Not Included – these items were discussed during the scoping session and it was determined that Customer would not deploy these integration touch points.

NOTE: Customer and Taleo may mutually agree to re-allocate the hours within this SOW across the selected integration touch points, up to the total number of hours allocated in this SOW for integration development.

NOTE: Taleo support for the Customer-led User Acceptance Integration Testing is not included in this SOW.

Table B - Integration Touch Points Included in Scope

ID	Integration Message	Description	Implementation Approach
1	Organization - Import	This is the first part of the Smart Org foundational data and can describe a single or multi-level hierarchy; up to twenty levels. For example: Company, Division, Line of Business, Business Unit, or Brand.	Hybrid with Net Change
2	Location - Import	Part of the Smart Org foundational data typically representing a location, which can be located on a map. For example: Country, State, Region, and City, and physical work location. This data supports radius search for job locations by candidates.	Hybrid with Net Change
3	Job Function Fields - Import	Import of job family/categories supporting SmartOrg, which describes the nature and grouping of the job functions. For example: a job category, major function, or specialty. (e.g., Customer terminology = Function, subfunction, and position)	Hybrid with Net Change
6	Departments/Cost Centers - Import	Department codes are typically used by the HRMS for accounting purposes (i.e., cost centers). Includes attributes that can auto populate requisitions.	Hybrid with Net Change
100	Large User Defined (LUDS) Selections- Import	These represent customer-specific large user defined selections, typically imported from the HRMS to Taleo. LUDS are commonly used to define content/descriptions in user defined fields to synchronize Taleo information with the information contained in the HRMS.	Hybrid with Net Change
101	Job/Requisition Templates - Import	Contains all job attributes for jobs. Items such as the salary grade, work hours, postings descriptions, and screen questions. These provide default (aka template) information when requisition is created to fill a job.	Hybrid with Net Change
103	Requisition Import	When requisitions are initiated in HRMS system, they can be imported as draft requisitions into Taleo where a recruiter will then complete the process.	Hybrid
104	Internal Candidates – Import	Required if Customer will be using SSO for internal candidates. It establishes the internal candidate's profile information within Taleo. This import of candidate profile includes a maximum of 1 experience, 1 education, 1 certification (if required).	Hybrid with Net Change

ID	Integration Message	Description	Implementation Approach
134	Employee/User - Import	These are employees and users that will be using the Taleo system and require user group and user type assignments. This supports maintenance of users enabled with SSO as well as Dynamic Approval Routings	Hybrid with Net Change
145	Competency Update - Import	A competency, broadly defined, is knowledge, a skill or ability. Competencies are contained in the Taleo competency library and this import matches a Customer's competencies as an alias to what is already defined by Taleo.	Self-Service
200	New Hire - Export	Export of data related to the external or internal candidate that has reached the hire step in the candidate selection process	Hybrid
207	Onboarding Data – Export	Export of data collected from the newly hired candidate proceeding thru the new hire process during the onboarding process	Hybrid
208	Onboarding 'Attachment' - Export	Export of attachments such as completed PDF forms that have been developed during the applicant's new hire and onboarding process for storage in a document management system.	Hybrid

Data Migrations for this Project

The following table defines the data migrations included in scope. Customer is solely responsible for the extract and required data transformations from the legacy system, collaborative testing support, and the final data loads into the production zone.

Table D – Data Migrations included in Scope

416	Open Requisitions	Contents of the active requisitions in legacy system to be migrated to Taleo. NOTE: Best practice is to perform this function manually, so that prescreening questions can be associated with the requisition. A typical threshold for automating this is if there are more than 1,000 open requisitions.	Not included, Requisitions should be manually moved to Taleo
401	Active Candidates	These are candidate records which are in an active selection process. The migration is limited to basic profile information and the requisition for which they are applying.	TBD – we have provided optional pricing
405	Active Candidate - Resume	Text version of a candidate's resume for the candidates in an active selection process.	TBD – we have provided optional pricing
409	Non-Active candidate pool	These are candidate records which are in an non-active selection process. The migration is limited to basic profile information. NOTE - Best practice is to send emails to these candidates and ask them to update their information by providing a new resume or job application. This provides a top quality and interested candidate data base. If Customer wishes to automate this process, it is recommended that only the candidate profile information be migrated, not the entire historical record.	TBD – we have provided optional pricing
410	Non-active candidate - Resume	Text version of a candidate's resume for the candidates in a non-active selection process.	TBD – we have provided optional pricing
407	Candidate Attachments	This will import data that has been stored in the legacy system as attachments	TBD – we have provided optional pricing

EXHIBIT 5 – TALEO CONNECT INTEGRATIONS
TALEO CONNECT - CLIENT HOSTED

THE HYBRID IMPLEMENTATION SERVICES

1. DESCRIPTION OF SERVICE

This Taleo services provides for the collaborative development of the Taleo Connect integration touch points included in this SOW. The Taleo connect integration touch points included in scope will be deployed using the Hybrid Delivery and Collaborative Development Approach (Hybrid Approach). The foundation of this approach is knowledge transfer from Taleo to the Customer team on the Taleo Connect integration platform as well as team collaboration between Taleo and Customer in the development and testing cycles. Primary and secondary responsibilities for the major activities in this service are described below:

Major Project Activity	Primary/Secondary Responsibility
Execute Data Mapping with Taleo's Predefined Data Maps	Customer/Taleo
Configure and Unit Test Integration Touch Points Included in Scope	Taleo/Customer
Configure and Unit Test Integration Touch Points Included in Scope as Self-Service	Customer
Create Export Processes and Required Data Transformations from Customer HRMS	Customer
Create Import Processes and Required Data Transformations into Customer HRMS	Customer
System Test Integration Touch Points	Customer/Taleo
Validate Data Imported or Exported	Customer
Provide Ongoing Execution and Support	Customer
Additional Enhancements	Customer

2. TALEO SERVICES INCLUDED IN THIS SOW

1. Knowledge transfer on the Taleo Connect tool capabilities and the creation of import and export integration touch points.
    * NOTE: Customer should read Taleo documentation prior to commencement of knowledge transfer service.
2. Standard data maps and guidance to Customer on how to complete the data maps according to the Taleo field requirements.
3. Creation, unit test and transition of the Taleo developed integration touch points included in scope. This includes:
    * Net change processing for imports identified in this SOW using net change.
    * Knowledge transfer on the setup and execution of the Taleo-developed imports and exports within the Customer's environment.
4. Taleo validation of the file formats, contents, naming conventions and their compliance with Taleo and industry standards.
5. Provide Customer with the specification for the file layouts.
6. Guidance for and collaboration on Customer led system integration testing (see Section 6: Testing Approach).

3. EXCLUDED TALEO SERVICES

1. Automation of changes to field level configuration settings i.e. updating default field values through ongoing integration process.
2. The creation of pre and post processing routines including data transformations, data translations, or file manipulations
3. Preparation of technical documentation in support of the Customer's process flows.
4. Development of the Customer's execution schedule.

4. CUSTOMER RESPONSIBILITIES

1. Gain an understanding of the data elements available through the Taleo Connect Integration Platform, as referenced in the applicable Taleo documentation (e.g., Taleo Data Dictionary, Taleo Connect User Guide, etc.).
2. Adhere to the Taleo-defined file naming and mapping convention.
3. Prepare and execute all extract and data transformation processes from Customer's HRMS to conform to Taleo data requirements which includes:
   - Remove all control characters (e.g., font & format) prior to file transfer.
   - Remove all formatting tags such as HTML tags prior to file transfer.
4. Prepare and execute all import data transformation processes for input to Customer's HRMS
5. Set up and maintain connectivity for the data transfer(s) between Taleo and Customer.
6. Set up Customer's internal computing environment, including such items as installation of networking software, Internet software and connection, etc., for either the host and/or Customer machines.
7. Create appropriate test data. Initial test data can be manually generated. System integration test data must be generated from the Customer's extract process and executed with the Customer's required import processes to current HRMS.
8. Assign qualified resources to the project and provide expected level of involvement as defined in the Project Roles and Responsibilities Section of this SOW.

5. INTEGRATION ASSUMPTIONS AND CONDITIONS

Assumptions

1. Taleo may request a Change Order if the Customer involvement declines or a resource is identified as unqualified and is adversely impacting project deliverables.
2. Projects exceeding the project timeline, as mutually agreed within the project calendar, due to changes in scope, lack of customer resources, additional Change Orders, Customer expanded test cycles, or quality of Customer-supplied data may require additional services from Taleo. Upon such event, Taleo will require Customer authorization with a Change Order to authorize additional costs.
3. Weekend work and hours outside of Taleo business hours are out of scope, unless requested in advance, mutually agreed upon, and documented in the project work plan.
4. Customers may optionally identify additional user defined fields (UDF's) for Taleo entities that support UDF's and/or standard fields which are not included in the standard Taleo data maps for each integration touch point.
   - Up to ten (10) UDFs and/or standard fields may be added to an integration touch point (i.e. ten per single Taleo data map) as part of the basic work effort included in this SOW.
   - More than ten (10) UDFs and/or standard fields may be added (as available) through a Change Order to this SOW.
5. Taleo will integrate with one production instance of the Customer HRMS/ERP system.
   a. If Customer has more than one instance of the HRMS/ERP system, the data files for import into Taleo need to be merged into a single data file or an additional integration touch point may need to be developed through a Change Order to this SOW.
6. Any Taleo managed loads of the Customer's production data included in this SOW are loaded into the Customer's production zone only.

Conditions

1. Communications protocol is HTTP/S, which is built into the Taleo Connect tool.
2. Data security and encryption are provided by the HTTP/S protocol
3. Acceptable Customer file formats are: ASCII, UTF-8 with structured fields, CSV, and pipe delimited
4. Customer must embed attachments into the import file as GunZipped, Base64 byte streams.
   a. Imported attachments may be optionally separate files to which the import files contain pointers.
5. Exported attachments will be embedded into the export file as GunZipped, Base64 byte streams.

6. TESTING APPROACH

The Taleo Connect integration touch points developed by Taleo will be transitioned to Customer upon the completion of the two test cycles, as described below:

Unit Test: The Unit Test is designed to test the Customer understanding of and compliance with the Taleo data requirements as defined in the Taleo standard data maps. It is executed by Taleo and does not test the Customer's system generated files, zone configuration or Customer data. The test occurs in the Customer's staging zone using a non-production server and environment. Customer data for this test may be manually created by Customer.

Taleo Task Summary	Customer Task Summary	Expected Outcome
• Test migration scripts using Customer's sample data	• Develop sample data files for each integration in scope containing realistic and comprehensive examples • Validate test results	• Integration scripts are ready for system integration testing

System Integration Test: The System Integration Test (SIT) tests the Customer's extract and import processes with the Taleo integration touch points. The test is executed a maximum of three (3) times for each integration touch point and a sampling of the data is available to Customer to validate prior to the load into production. Each test is normally scheduled for 2-5 days, depending on project scope. The test is executed in the Customer's staging zone using a non-production server and environment.

NOTE: Maximum records per cycle are limited to 1000 or 10% of production data volume, whichever is greater. Customer data for this test must be generated from the Customer's extract processes.

Taleo Task Summary	Customer Task Summary	Expected Outcome
• Execute integration scripts with the Customer's import files • Execute integration scripts to create export files for feed to Customer's HRMS. • Correct defects or discrepancies • Execute for re-validation where necessary	• Submit import test files created from the Customer's extract process • Enter business transactions into Taleo to facilitate the generation of export files • Receive export files from Taleo and import to HRMS • Review test results and report discrepancies • Re-validate where necessary	• Integration touch points are ready for Taleo to load data into Customer's production zone for go live if Taleo is managing the production loads • Integration touch points are ready to be transitioned to Customer for installation, scheduling and execution

User Acceptance Integration Testing: The User Acceptance Integration Test (UAIT) is an optional Customer-directed test cycle. Taleo will support Customer for as many test cycles as described in this SOW or a Change Order. The test is not executed in the Customer's production zone, but in the Customer's staging zone using a non-production server and environment.

NOTE: Any Customer-requested changes to the Taleo Connect integration touch points created by Taleo and included in the UAIT may require a Change Order.

| Taleo Task Summary	Customer Task Summary	Expected Outcome
• Support Customer remotely for as many test cycles as defined in this SOW or Change Order	• Install and schedule all Taleo Connect integration touch points for Customer-only execution • Submit import files to taleo • Process business events in Taleo • Create export files and feed to HRMS • Validate results	• Integration touch points have been executed and validated

EXHIBIT 6 – Data Warehouse Script Service

1. Introduction

The purpose of this document is to present the standard Taleo Data Warehouse Offering for the Taleo Enterprise Edition (TEE) version 10.0.x.

Taleo offers an extensive feed of its data model for customers who wish to integrate with their data warehouse. This feed currently includes data from the Recruiting and SmartOrg modules of Taleo, other modules are in development. This service provides for a set of Taleo-developed scripts for data warehouse extract as well as a set of hours to assist Customer in the adjustment of the scripts.

2. Context

From a definition standpoint, a data warehouse is a system used in an organization to collect data from one or more data sources into a central data location and later report those data, generally in an aggregated way, to business users in the organization. A data warehouse maintains its functions in three layers: staging, integration, and access. Staging is used to store raw data, the integration layer is used to transform and consolidate data using ETL (Extract-Transform-Load) processes and the access layer is for getting data out for users through data marts.
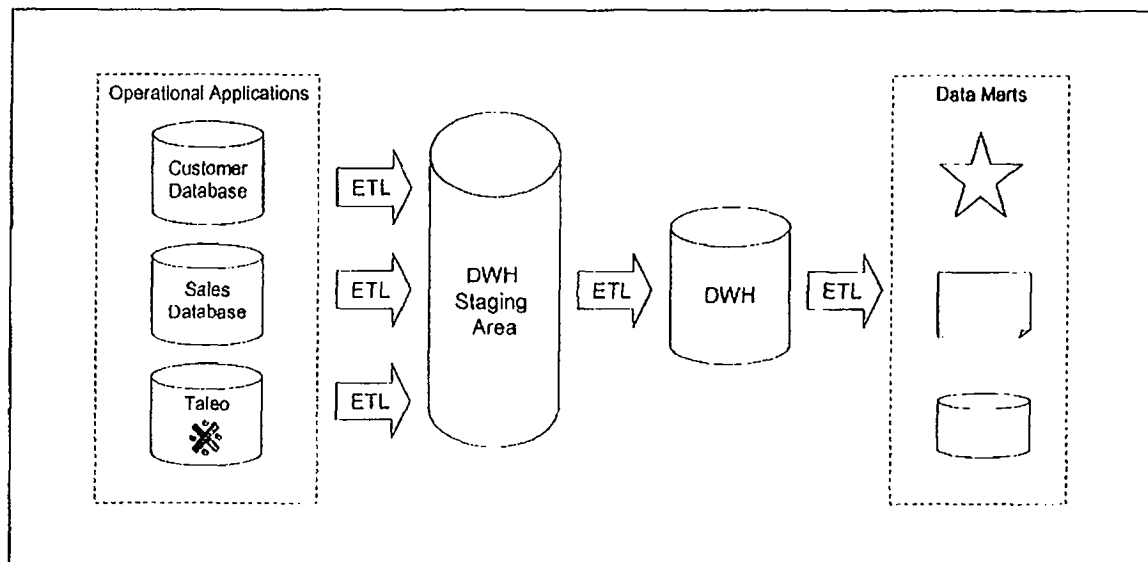
Taleo is one of those many sources that feed customers data warehouse. Taleo data is typically exported daily using the Taleo Connect Client application.

3. Scope

Taleo data warehouse offering includes:
- Data model specification compatible with current release of Taleo Enterprise
- TCC query scripts developed by Taleo, producing flat files with the following properties:
  - CSV format
  - UTF-8 character encoding
  - Only English is exported for multilingual data
- Batch files to handle the overall processing including:
  - Looping and merging over large extracts
  - Setting the last run date and current run date
  - Synchronizing all extracts from midnight to midnight to avoid referential issues
  - Facilitate rerun in case of failure
- Data warehouse Operation Manual.
- Data warehouse extracts are expected to exceed the standard 250000 records limit on a daily basis from an average sized database. Consequently, this offering requires one of the available Premium Data Extract Options to support high volume TCC transaction limits. An evaluation of the record count to be expected is performed as part of the implementation process.
- Elapse time to deliver daily output may require 2 to 4 hours of processing. This processing time depends on volume of records exported. This is also evaluated as part of the process.

4. Taleo & Customer responsibilities

Taleo is responsible for:
- Providing documentation (Specifications, Operation Manual, TCC User Guide)
- Presenting and reviewing the data warehouse offering and documentation.
- Assisting customer in his decisions regarding the available options.
- Customizing TCC scripts per customer decisions on available options.
- Providing an evaluation of the total number of records for each of the entities included in the data warehouse extracts for the customer's production zone, which is a representation of the size of the initial extract.
- Providing an evaluation of the daily number of records to be extracted.
- Providing assistance in the interpretation of Taleo data model.
- Performing unit testing.
- Assisting in deployment and system testing.
- Assisting for the initial extract and first few daily extracts.

Customer is responsible for:
- Reading Taleo's Data Warehouse documentation.
- Installation of TCC software on Windows or UNIX.
- Providing Taleo with decisions referred to in the Data Warehouse Specification documentation under section 'Data files specifications'.
- Provide sign off on the Data Warehouse Specification before Taleo customizes the scripts.
- Installation of data warehouse package delivered by Taleo.
- Performing data mapping from Taleo data model to customer's data model.
- Reconciliation of daily extracts into customer's staging area.
- Design the customer infrastructure, data staging area and data transformation code to import Taleo data files into customer data warehouse.

- Complying with Taleo Connect volume limits according to contract agreement.
- Creating test data in Taleo for customer-specific data to be exported from Taleo.
- Performing System Testing.
- Running and monitor the daily extracts and managing errors.
- Taking ownership of the TCC scripts and batch files delivered by Taleo.

Not included in this offering:
- Maintenance of the TCC scripts by Taleo (including future Taleo releases).

5. Sample

Here is a sample CSV file of Organizations, it contains:
- the table name, date, time on the 1st line
- a header for each field on the 2nd line
- the data records on the following lines
- a count of the data records exported on the last line

```
Organization,2009-01-21,19:12:33
OrganizationNo,Level,Description,ParentOrganizationNo,CustomerCode,Status
-1,0,Company Name,,-1,A
200000001,1,Corporate,-1,1000,A
200000002,1,Customer Support,-1,2000,A
200000003,1,"Financial Planning, Analysis",-1,3000,A
200000080,1,Manufacturing,-1,4000,A
200000004,1,Retail,-1,5000,A
Organization,6
```

6. Summary data model

The following table lists proposed data warehouse extracts. The 178 tables are divided into 16 packages:

Package	Number of files
Application	15
Candidate	6
Deleted	5
Foundation	13
Offer	12
Requisition	8
Shared/Approval	3
Shared/Competency	8
Shared/CSWWorkflow	5

Package	Number of files
Shared/Lookup	75
Shared/Message	2
Shared/Question	5
Shared/UDF	3
Sourcing	10
TalentUser	10
Total	**180**

EXHIBIT 7 – Passport Bridge

1. PROJECT SCOPE

This Exhibit defines the services for the development of an integration between Taleo and Customer's current 3rd party vendor, Polaris ("Vendor"), for the delivery of Teacher Assessment Services. Using the integration, Vendor will support a secure exchange of appropriate information between Customer and Vendor via Taleo. This integration will be developed using the standard Taleo Passport Bridge framework, per Taleo specifications.

The standard fields within Taleo will be used to support the receipt of the appropriate results per the standard Taleo specifications which will be validated with Vendor and Customer prior to the development of the Passport Bridge. Such integration will be developed using Taleo Passport Bridge framework. Any deviation to the standard Taleo Passport solution may have an impact on deliverables and/or the project fees.

Taleo and Customer will identify how the Vendor service will be requested by Customer within Taleo applications as part of the design effort. All requests will be processed by a single service through a consistent interface based upon HR-XML Consortium's relevant model. The actual initiation of the Vendor service will occur within Customer's zone, after the Taleo Bridge Passport is developed and tested. Customer will be responsible for portions of the configuration work which will be further identified during the planning discussions. The major activities of this effort are:

- Analysis and Design of integration and data feeds
- Development and Configuration of the Bridge Passport
- Collaborative test cycles with Vendor, Customer and Taleo
- Deployment Activation of the Vendor Service within the Customer's production zone
- Configuration of the Vendor's Service within the appropriate Taleo workflows.

Taleo will provide the services of a Taleo Technical Project Manager to coordinate activities and oversee the development of the Bridge Passport. All activities related to this effort will be identified within a Project Work Plan. Customer or Vendor will provide a single point of contact to oversee and coordinate the Customer and vendor specific activities in support of the design and development of the Passport Bridge. The testing cycles will be coordinated by Customer and will include both Vendor and Taleo participation.

Vendor will:

- Execute a Taleo Non-Disclosure Agreement protecting the confidentiality of the Taleo Bridge Passport integration platform prior to the commencement of this project or pre-planning discussions.
- Code/configure/test solution to exchange messages with Taleo Bridge Passport to support integrated service.

Taleo will:

- Create and support a test environment during the integration development and testing process
- Configure the standard Taleo Bridge Passport to support the Vendor's services.
- Provide support and feedback on integration test transactions
- Ensure that transactions will be tested for compliance with appropriate Taleo specification provided separately upon project commencement.

The following changes to the system configuration will be managed by Abbott:

- New correspondence template
- Changes to Candidate Selection Workflow
- Changes to Career Section(s)

The following Services are not included:
- Candidate Selection Workflow auto-progression configuration
- User training on Vendor services and solution configuration changes
- Activating bridge integration on existing requisitions (manually or through integration)
- Ongoing maintenance and support of this Bridge as new Taleo enhancements are issued.

2. ASSUMPTIONS

2.1. General Assumptions:
 2.1.1. The Vendor will gain an understanding of the data elements available through Taleo Passport interface, as referenced in the Passport API documentation.
 2.1.2. All Vendor internal routines to manipulate data sent to or received from Taleo are a sole Vendor responsibility.
 2.1.3. Vendor will be responsible for setting up and maintaining connectivity for the data transfer.
 2.1.4. Taleo will have no responsibility for set-up of Customer or Vendor internal computing environment, including such items as installation of networking software, Internet software and connection, etc., for either the host and/or client machines. This will be the responsibility of Customer and Vendor.
 2.1.5. Taleo has no responsibility to create and/or enter data into the Customer's software or database except as provided by defined integration transactions.
 2.1.6. The price provided in this SOW is based on an expected level of involvement from Customer and Vendor resources. Customer and Vendor agree to assign qualified resources to the project.

2.2. Customer and Vendor Resource Responsibilities
 2.2.1. Project Manager: The Customer's Project Manager is the primary Customer contact for Taleo. The Customer Project Manager will manage project requirements and internal resources, answer questions, work on project tasks, validate recommended approaches, and decide on business issues.
 2.2.2. Integration Consultant(s): Workload is variable and may be up to 100% of this resource's normal working hours during the implementation. Expected skills include system analysis and design, XML development including prototyping, testing, defect analysis and correction, and network configuration (especially HTTP and firewalls).

2.3. Taleo Resource Responsibilities
 2.3.1. Technical Project Manager (TPM): The TPM is the primary Taleo contact for Customer and Vendor. The TPM will manage project requirements, answer questions, work on project tasks, validate approaches put forward and decide on business issues. Workload is variable and may be up to 100% of this resource's normal working hours during the implementation.
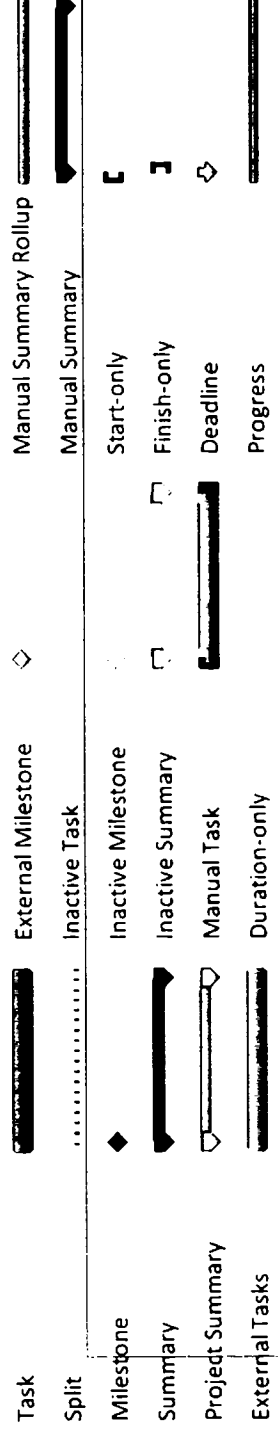
EXHIBIT 8 – Draft Project Plan

The following attachment is the Taleo template for all project executions which will be used as the baseline for the development of the detailed and combined plan to manage this implementation.

CPS_draft_workplan
_FullTasks(cmah).mp

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1			**Chicago Public Schools Taleo Implementation**	**151 days**	**Mon 3/5/12**	**Mon 10/1/12**		
2			Project Onboarding	5 days	Mon 3/5/12	Fri 3/9/12		
3			Project Definition	5 days	Mon 3/12/12	Fri 3/16/12	2	
4			**Analysis & Design**	**138 days**	**Mon 3/19/12**	**Wed 9/26/12**		
5			Future-State Process Mapping	15 days	Mon 3/19/12	Fri 4/6/12	3	
6			**Prescreening Content**	**123 days**	**Mon 4/9/12**	**Wed 9/26/12**		
7			Define strategy & processes	10 days	Mon 4/9/12	Fri 4/20/12	5	
8			Train resources	3 days	Mon 4/23/12	Wed 4/25/12	7	
9			Gather data	60 days	Mon 4/23/12	Fri 7/13/12	7	
10			Develop content	100 days	Thu 4/26/12	Wed 9/12/12	8	
11			Transition to just-in-time content support model	10 days	Thu 9/13/12	Wed 9/26/12	10	
12			**Recruiting Design**	**40 days**	**Mon 4/9/12**	**Fri 6/1/12**	**5**	
13			Integration-dependent design	10 days	Mon 4/9/12	Fri 4/20/12		
14			Configure & Validate Recruiting functionality	40 days	Mon 4/23/12	Fri 6/15/12	13	
15			**Onboarding Design**	**40 days**	**Mon 4/9/12**	**Fri 6/1/12**	**5**	
16			Integration-dependent design	5 days	Mon 4/9/12	Fri 4/13/12		
17			Configure & Validate Onboarding functionality	45 days	Mon 4/16/12	Fri 6/15/12	16	
18			**Integration Design**	**40 days**	**Mon 4/23/12**	**Fri 6/15/12**		
19			Data Mapping	15 days	Mon 4/23/12	Fri 5/11/12	13,16	
20			Integration/Migration Development & Unit Testing	30 days	Mon 5/14/12	Fri 6/22/12	19	
21			**Testing**	**45 days**	**Mon 6/18/12**	**Fri 8/17/12**	**12,15,18**	
22			Core Team Prototyping	10 days	Mon 6/18/12	Fri 6/29/12		
23			System Testing	10 days	Mon 7/2/12	Fri 7/13/12	22	

Task   Split   Milestone   Summary   Project Summary   External Tasks

External Milestone   Inactive Task   Inactive Milestone   Inactive Summary   Manual Task   Duration-only

Manual Summary Rollup   Manual Summary   Start-only   Finish-only   Deadline   Progress
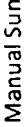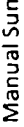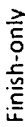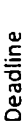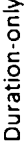
ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
24			Buffer	5 days	Mon 7/16/12	Fri 7/20/12	23	
25			User Acceptance Testing	20 days	Mon 7/23/12	Fri 8/17/12	24	
26			**Deployment**	**31 days**	**Mon 8/20/12**	**Mon 10/1/12**		
27			**Training**	**20 days**	**Mon 8/20/12**	**Fri 9/14/12**		
28			Training Development	10 days	Mon 8/20/12	Fri 8/31/12	25	
29			Training Delivery	10 days	Mon 9/3/12	Fri 9/14/12	28	
30			**Cutover**	**31 days**	**Mon 8/20/12**	**Mon 10/1/12**		
31			Production zone refresh	1 day	Mon 8/20/12	Mon 8/20/12	25	
32			Data clean-up	9 days	Tue 8/21/12	Fri 8/31/12	31	
33			Deploy integrations/Initial Loads	3 days	Mon 9/3/12	Wed 9/5/12	32	
34			Data Migration	5 days	Mon 9/3/12	Fri 9/7/12	32	
35			Website cutover	1 day	Mon 9/10/12	Mon 9/10/12	33,34	
36			Stabilization	15 days	Tue 9/11/12	Mon 10/1/12	35	

Legend:

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Feb 5, '12 | Feb 12, '12 | Feb 19, '12 | Feb 26, '12 | Mar 4, '12 | Mar 11, '1

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

			Feb 5, '12							Feb 12, '12							Feb 19, '12							Feb 26, '12							Mar 4, '12							Mar 11, '1
T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M

Task   External Milestone   Manual Summary Rollup

Split   Inactive Task   Manual Summary

Milestone   Inactive Milestone   Start-only

Summary   Inactive Summary   Finish-only

Project Summary   Manual Task   Deadline
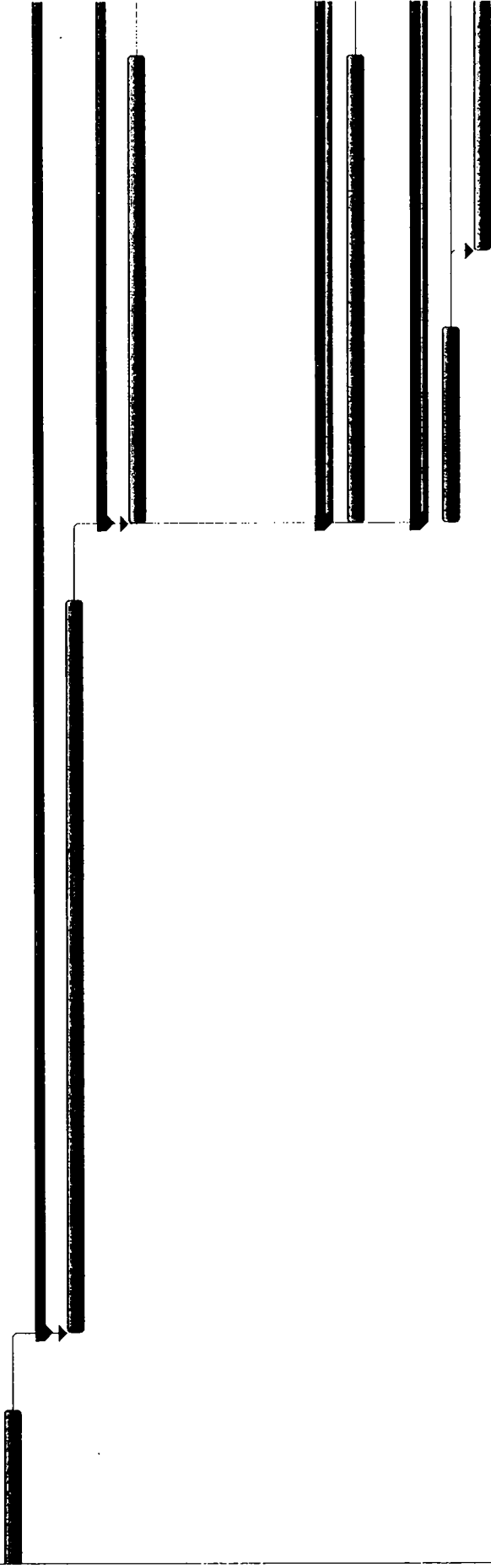
External Tasks   Duration-only   Progress

'12		Mar 18, '12						Mar 25, '12							Apr 1, '12							Apr 8, '12				Apr 15, '12	A

Task ▬▬▬ External Milestone ◇ Manual Summary Rollup ▬▬▬

Split ········· Inactive Task ··········· Manual Summary ▶━━━◀

Milestone ◆ Inactive Milestone ◇ Start-only ⌐

Summary ▶━━◀ Inactive Summary ⌐━━┐ Finish-only ┐

Project Summary ▶━━◀ Manual Task ▬▬▬ Deadline ◇

External Tasks ▬▬▬ Duration-only ━━━ Progress ▬▬▬

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Apr 22, '12 | Apr 29, '12 | May 6, '12 | May 13, '12 | May 20, '12 | May 27, '12

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone ◇

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline ◇

Progress

Apr 22, '12							Apr 29, '12							May 6, '12							May 13, '12							May 20, '12							May 27, '12		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W

Task	▬▬▬	External Milestone	◇	Manual Summary Rollup
Split	··············	Inactive Task		Manual Summary
Milestone	◆	Inactive Milestone		Start-only
Summary	◤▬▬◢	Inactive Summary		Finish-only
Project Summary	◁▬▷	Manual Task	▬▬▬	Deadline
External Tasks	▬▬▬	Duration-only		Progress

Jun 3, '12	Jun 10, '12	Jun 17, '12	Jun 24, '12

Task ▬▬▬▬ External Milestone ◇ Manual Summary Rollup ▬▬▬▬

Split ············· Inactive Task ··········· Manual Summary ◣▬▬◣

Milestone ◆ Inactive Milestone ◇ Start-only ⊏

Summary ◤▬▬◥ Inactive Summary ⊏▬▬⊐ Finish-only ⊐

Project Summary ◧▬▬◨ Manual Task ▭▬▬▭ Deadline ◇

External Tasks ▬▬▬ Duration-only ▬▬▬ Progress ▬▬▬

	Jun 3, '12						Jun 10, '12							Jun 17, '12							Jun 24, '12							Jul 1, '12							Jul 8, '12	
F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T

Task   External Milestone   Manual Summary Rollup

Split   Inactive Task   Manual Summary

Milestone   Inactive Milestone   Start-only

Summary   Inactive Summary   Finish-only

Project Summary   Manual Task   Deadline

External Tasks   Duration-only   Progress

	Jul 15, '12		Jul 22, '12		Jul 29, '12		Aug 5, '12		Aug 12, '12		Aug 1
W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S

Task   External Milestone   ◇   Manual Summary Rollup

Split   Inactive Task   Manual Summary

Milestone ◆   Inactive Milestone   ⌐   Start-only   ⌐

Summary   Inactive Summary   ⌐   Finish-only   ┐

Project Summary   Manual Task   Deadline   ⇨

External Tasks   Duration-only   Progress

Jul 15, '12 Jul 22, '12 Jul 29, '12 Aug 5, '12 Aug 12, '12 Aug 1

Task		External Milestone
Split		Inactive Task
Milestone		Inactive Milestone
Summary		Inactive Summary
Project Summary		Manual Task
External Tasks		Duration-only

Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Deadline
Progress

Sep 30, '12								Oct 7, '12								Oct 14, '12								Oct 21, '12								Oct 28, '12								Nov 4, '12		
S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

	Sep 30, '12							Oct 7, '12							Oct 14, '12							Oct 21, '12							Oct 28, '12							Nov 4, '12			
S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W

Task   External Milestone ◇   Manual Summary Rollup

Split   Inactive Task   Manual Summary

Milestone ◆   Inactive Milestone   Start-only

Summary   Inactive Summary   Finish-only

Project Summary   Manual Task   Deadline ◇

External Tasks   Duration-only   Progress

This Agreement will be posted on the CPS Internet website.

Exhibit C
Taleo Education Services Statement of Work

(to be inserted)

Taleo ✕™ University

Education Services Statement of Work and Product Order Form
Prepared for Chicago Public Schools ("Customer")
2012-101-EDU
Taleo Representative: Sales Rep

This Education Services Statement of Work and Product Order Form ("SOW") is entered into between Taleo Corporation ("Taleo") and Customer as of the date set forth in the Customer signature block below ("Effective Date"). This SOW incorporates and is governed by the terms and conditions of the agreement currently in place between Taleo and Customer governing the provision of Taleo professional services to Customer ("Agreement"). In the event of any conflict, discrepancy or inconsistency between this SOW and the terms of the Agreement, the Agreement shall govern except as to scope of work, consulting fees, (including currency), travel time and expenses, rights in education related materials described herein, and payment terms, for which this SOW will govern. If an executed copy of this SOW is not received prior to March 31, 2012, Taleo may, at its option, consider this SOW null and void. Taleo shall not be obligated to honor the services within this SOW beyond a period of 12 months from the Effective Date of this SOW.

This SOW incorporates and includes Schedule A ("Detailed Description") and Schedule B ("General Terms and Conditions")

1. EDUCATION SERVICES DETAILED FEES

TABLE A

Code	Education Service Category and Program	Max Use Restriction	Addn'tl Trainees for All Session(s)	No. of Session(s)	Course Tailoring and/or Staging Development Fees	Course Delivery License and/or Program Fees	Total Price (without taxes) USD Currency
Taleo Project Team Training							
100	Dedicated Course: 2-Day Taleo 10 Core Team implementation training (REC-CORE101) virtual or classroom	12 trainees Maximum	No Additional Trainees	1 Session	0.5 development day(s) @USD 1800 /day	2 delivery day(s) @3000 per day	6,900
Taleo End User Training							
202	End User Dedicated Course Enterprise: 2-Day Taleo 10 Recruiting for End Users course (REC-EU101) virtual or classroom	12 trainees Maximum	No Additional Trainees	1 Session	2 development day(s) @USD 1800 /day	2 delivery day(s) @3600 per day	10,800
Taleo System Administrator Training							
301a, b, c	System Administrator Public Course: Enrollment(s) in Taleo 10 standard course virtual or classroom						
	REC-SA101 - Taleo 10 Recruiting Configuration for System Administrators (1.5 Days)	4 Trainees			n/a	900 per Trainee	3,600
	REC-SA201 - Taleo 10 Recruiting Configuration for System Administrators (1 Day)	4 Trainees			n/a	600 per Trainee	2,400
	REC-CS101 - Taleo 10 Career Sections for System Administrators (1 Day)	4 Trainees			n/a	600 per Trainee	2,400

307	System Administrator Public Course: Enrollment(s) in 2-Day Onboarding System Administrator standard course (OB-SA101) virtual or classroom	2 Trainees			n/a	1200 per trainee	2,400
309	System Administrator Public Course: Enrollment in 0.5 Day Taleo 10 System Administration (Taleo SA100) virtual or classroom:	4 Trainees			n/a	300 per Trainee	1,200
Taleo University Reporting Training							
400	Reporting Public Course: Enrollment(s) in 1-Day Taleo standard Business Objects Reporting course (RP701) virtual or classroom	4 Trainees			n/a	600 per trainee	2,400
402	Reporting Public Course: Enrollment(s) in 2-Day Taleo standard Business Objects Reporting course (RP702) virtual or classroom (Pre-requisite: RP701)	4 Trainees			n/a	1200 per trainee	4,800
	Taleo Education Course Development						
606	Education Consulting Services: Taleo Proficiency Quick Start Program (5 Days)	Unlimited		1 Session	5 development day(s) @2000 per day	n/a	10,000
	Taleo Education Adoption Learning Services: Implementation Learning Plan						
605	ALSP Implementation Learning Plan				4 development day(s) @2000 per day Includes ALSP Launch Kit @ $4,000.00	n/a	12,000
Taleo University eLearning Program							
700	eLearning Program: Taleo Enterprise Library Card Program annual corporate subscription from Effective Date	1 Pack User			Annual access for 1 named user	600	600
Learn User Training							
Total							59,550
Cash discount for items listed on this SOW until December 31, 2012						10%	($5,950)
Net Cash Price with 10% Discount							**$53,550**

2. PAYMENT:

Table A above reflects the fees for Education Services within the scope of this SOW, whether purchased via cash payment or redemption of Learning Units.

Paying with Cash: Taleo shall not be obligated to honor the cash price for the Education Services set forth in Table A beyond a period of 12 months from the Effective Date of this SOW. Fees for Education Services that include customization, staging and custom development services spanning months will be invoiced monthly as development work is completed by Taleo. Fees for Education Services such as eLearning Programs and Learning Products will be invoiced upon the Effective Date and on each annual anniversary thereafter during the term of the subscription license set forth herein for such eLearning Programs and Learning Products. All other fees for Education Services programs will be invoiced as Education Services are delivered. All fees are due net 30 days from receipt of invoice

3. TRANSLATIONS
Unless stated specifically herein, Taleo Core Participant Materials are provided in English. Other services are available to support translation.

4. TRAVEL EXPENSES
Traveling expenses, including air fare, lodging and meals, are not included in the above project costs estimates and will be invoiced to Customer as incurred.

5. TRAVEL TIME
Travel time is not included in the estimate above. Travel time will not be invoiced when a Taleo representative is required to travel to a Customer location to perform billable work within United States (i.e. activities pursuant to an SOW) and such work lasts two (2) days or more. In the event that a Taleo representative is required to travel to a Customer location to perform billable work and such work lasts less than two (2) days, any time spent in travel to and from the Customer location will be invoiced at $900 USD per day. Travel time outside of United States if requested by the Customer, will be invoiced at $ 900 USD per day.

6. DELIVERY METHODS
In the event that a Taleo representative is required to deliver a course in person and as a virtual session simultaneously, the Customer will be invoiced for two (2) sessions at the individual fee listed in the SOW or Change Order.

7. LAST MINUTE ATTENDEES
Dedicated course sessions have a maximum of 5 attendees or 12 attendees. Customers may purchase seats for additional students prior to the start date of the dedicated course. Total student count may not exceed 15 attendees per course for a single instructor. In the event that customer exceeds the maximum number of attendees set forth in a Statement of Work or Change Order for a dedicated session, Taleo will invoice the customer $200 per additional student per course.

8. COUNTERPARTS
This SOW may be executed in counterparts and may be exchanged by facsimile or electronically scanned copy exchanged via email, each of which shall be deemed to be an original and all of which together shall constitute one and the same SOW. This SOW may also be executed via electronic signature pursuant to 15 U.S.C. Ch. 96 (and other relevant e-signature legislation). Electronic signatures will appear at the bottom of the page. The authorized representatives of the parties have executed this SOW by their signatures below:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _David J. Vitale_
David J. Vitale, President

By: _Estela M. Beltran_
Estela G. Beltran, Secretary

Date: **3/30/12**

Approved as to Legal Form:
By: _____
Patrick J. Rocks, General Counsel

Board Report No. 12-0328-PR24-1

Taleo Corporation	
By: _____	28 March 2012
Authorized Signature	Date
Name: Josh Faddis	
Title: SVP, General Counsel	

9. PURCHASE ORDER, BILLING AND PROJECT CONTACT INFORMATION:

Will a Purchase Order be issued for this SOW? ☒ Yes   or   ☐ No
What Delivery choice is requested for the Invoice? ☒ Email   or   ☐ Mail

Billing Contact for this SOW	Primary Customer Project Contact

Name:	Karla Kirkling		Name:	Karla Kirkling
Address:	Talent Office 125 South Clark Street, 2nd Floor Chicago, IL 60603		Address:	Talent Office 125 South Clark Street, 2nd Floor Chicago, IL 60603
Phone:	(773) 553-1892		Phone:	(773) 553-1892
Email:	krkirkling@cps.k12.il.us		Email:	krkirkling@cps.k12.il.us

EXECUTION INSTRUCTIONS: Please follow execution instructions as detailed in email documenting Taleo's EchoSign Document Exchange which supports the electronic signature process Including specific steps if you require a wet signature.

Code	Education Services Program Component	Description
Taleo Project Team Training		
100	Dedicated Course: 2-Day Taleo 10 Core Team implementation training (REC-CORE101) virtual or classroom	2-day core implementation team dedicated training session hosted by Customer for number of trainees quoted. Includes light overview of all end-user functions in a standard Taleo training database and Core Participant Courseware. All copying and printing expenses to be covered by customer.
Taleo End User Training		
202	End User Dedicated Course Enterprise: 2-Day Taleo 10 Recruiting for End Users course (REC-EU101) virtual or classroom	2-day instructor-led Taleo 10 Recruiting training (REC-EU101) session hosted by Customer for number of trainees quoted. Core Participant Courseware will be tailored by replacing core screen shots with customer-specific product configurations and by building core hands-on exercises to work in the customer's zone. Tailored exercises will represent 1 user configuration and 1 requisition work flow which will be delivered to all participants. The course will cover the following lessons unless otherwise specified: Introductions Taleo Recruiting Overview Requisition Creation Approvals In Taleo Recruiting Requisition Management Requisition Posting Advanced Viewing and Filtering Candidate Experience (external) Searching for Candidates Working with Candidate Folders Creating (Capturing) Candidates Manage Candidates Make an Offer Hire a Candidate Prescreening Questions Running Standard Reports 'Taleo University training materials, methodology and content remain the sole property of Taleo unless a separate courseware license is purchased (see sections 1.1 and 1.2 below). A tailored agenda will be provided ahead of time for review and approval. Customers must provide written (email) approval of the agenda at least 10-days prior to training presentation. All copying and printing expenses are to be covered by Customer.
Taleo System Administrator Training		
301 (a), (b), (c)	System Administrator Public Course: Enrollment(s) in Taleo 10 standard course virtual or classroom	Enrollment(s) in classroom or virtual standard training session on Taleo Administrator for system administrators. Basic participant materials include hands-on exercises, copies of course presentation and any additional handouts, one copy per student. Training will be conducted in a Taleo training database without tailoring materials or customer configurations. Customers should self-register at https://inter.viewcentral.com/events/cust/Default.aspx?cid=Taleo&pid=1&lid=3
307	System Administrator Public Course: Enrollment(s) in 2-Day Onboarding System Administrator standard course (OB-SA101) virtual or classroom	Enrollment(s) in classroom or virtual standard training session on Taleo Administrator for system administrators. Basic participant materials include hands-on exercises, copies of course presentation and any additional handouts, one copy per student. Training will be conducted in a Taleo training database without tailoring materials or customer configurations. Customers should self-register at https://inter.viewcentral.com/events/cust/Default.aspx?cid=Taleo&pid=1&lid=3
309	System Administrator Public Course: Enrollment in 0.5 Day Taleo 10 System Administration (Taleo SA100) virtual or classroom:	Enrollment(s) in classroom or virtual standard training session on Taleo Administrator for system administrators. Basic participant materials include hands-on exercises, copies of course presentation and any additional handouts, one copy per student. Training will be conducted in a Taleo training database without tailoring materials or customer configurations. Customers should self-register at https://inter.viewcentral.com/events/cust/Default.aspx?cid=Taleo&pid=1&lid=3

Code	Education Services Program Component	Description
Taleo University Reporting Training		
400	Reporting Public Course: Enrollment(s) in 1-Day Taleo standard Business Objects Reporting course (RP701) virtual or classroom	Enrollment(s) in 1-day standard Taleo Business Objects training session. Basic participant materials include hands-on exercises, copies of course presentation and any additional handouts, one copy per student. Training will be conducted in a Taleo training database. Customers should self-register at https://inter.viewcentral.com/events/cust/Default.aspx?cid=Taleo&pid=1&lid=3
402	Reporting Public Course: Enrollment(s) in 2-Day Taleo standard Business Objects Reporting course (RP702) virtual or classroom (Pre-requisite: RP701)	Enrollment(s) in 2-day standard Taleo Business Objects training session. Basic participant materials include hands-on exercises, copies of course presentation and any additional handouts, one copy per student. Training will be conducted in a Taleo training database. Customers should self-register at https://inter.viewcentral.com/events/cust/Default.aspx?cid=Taleo&pid=1&lid=3.
Taleo University eLearning Program, Education Consulting Services		
700	eLearning Program: Taleo Enterprise Library Card Program annual corporate subscription from Effective Date	Annual subscription for online Taleo-hosted eLearning subscriptions for the Taleo Enterprise Library Card program. Consisting of interactive self-study modules supporting the core Taleo Enterprise application suite. Includes multiple eLearning formats (i.e. See It, Try It, Know It modes) and multiple titles. No tailoring included.
606	Education Consulting Services: Taleo Proficiency Quick Start Program	This Education Consulting effort is independent from the Taleo application implementation timeline and will take place in three (3) components. Component One: Installation and Setup (1 day) Taleo will assist customer with Proficiency Developer installation and set up on designated developer's machine within two (2) weeks of Proficiency development SOW signature. Component Two: Basic Taleo Proficiency Training (2 days) Taleo will provide basic training on Proficiency functionality and eLearning development methodology within two (2) weeks of Proficiency development SOW signature. Component Three: Additional Training, Consultative Feedback and Coaching (2 days) Taleo will provide two (2) additional days of education consulting, which may include any of the following items: advanced topic training, coaching, project assistance, content review, co-development and/or consultative feedback. Component Three will be delivered to customer within ninety (90) days of Proficiency development SOW signature.

605	ALSP Implementation Learning Plan	Implementation Learning Plan
		Learning Needs Analysis includes:
		    Introductory customer call
		    Detailed discussion with project team
		    Learning Needs Analysis survey, limited to 50 surveys
		    Learning Needs Analysis report
		    Follow up customer call to discuss next steps
		
		Implementation Learning Plan includes identifying the audience, recommended learning methods, global/language impacts, timeline advice, and internal/external resource identification.
		    Create Education Statement of Work, if applicable
		    Schedule and manage the Taleo Education engagement
		
		Communications planning
		    Determination of communications strategy and primary audiences,
		    Determination of primary audiences and influence
		    Coaching in use of the ALSP Launch Kit items. ALSP Launch Kit Includes:
		        1. 2 PowerPoint Presentations (Launch Kit Overview & User Orientation)
		        2. 8 Email Templates for change management communication
		        3. 2 Posters
		        4. Communications Timeline – sample/template
		Follow up customer call to discuss next steps
		Follow up customer call to review Implementation Learning Plan progress

Schedule B
General Terms and Conditions

The term "Education Service" as used herein means Courseware and Instructor-Led Classes, as described below, and other Taleo Education Services which may be made available to Taleo customers from time to time.

1. **Courseware**

   1.1. **Definition.** The term "Courseware" applies to all Taleo proprietary course materials and learning products. Taleo retains all right, title and interest in and to Courseware except the rights expressly granted herein. Courseware is licensed, not sold.

   1.2. **Types of Courseware.**

      1.2.1. **Licensed Courseware.** "Licensed Courseware" means Taleo proprietary training content in editable format and all whole or partial copies of it, including modified copies or portions merged into other programs or documents. Customer is hereby granted a license to install (if applicable), to access, and use the Licensed Courseware for its own internal use. Customer shall be allowed to modify and combine Licensed Courseware subject to the restrictions set forth herein for such Customer's internal use only.

      1.2.2. **Taleo Proficiency Learning Products.** "Learning Products" mean tools or applications that enable development and display of Customer-created content. Customer is hereby granted a term license for the duration specified in the applicable SOW or Order Form to install, access, and use Learning Product for its own internal use, subject to the restrictions set forth herein. Customer agrees that Taleo Proficiency Learning Products may be accessed and used solely with the Taleo Software, to create content regarding the Taleo Software for Customer's internal training purposes. Taleo Proficiency Learning Products may not be used to create content for third-party sale or for distribution other than for Customer's internal training purposes.

      1.2.3. **e-Learning Programs.** The term "e-Learning Program" applies to Taleo Courseware delivered via CD-ROM, hosted web access, recorded Webcast or other media, as well as any accompanying documentation. Customer is hereby granted a term license for the duration specified in the applicable SOW or Order Form to install (if applicable), access, and use the e-Learning Program for its own internal use. Customer shall not be allowed to modify or combine e-Learning Programs with Customer's own or third party content. The e-Learning Programs may not be referenced or used by Customer to create proprietary materials for a similar purpose.

      1.2.4. **Core Participant Materials.** The term "Core Participant Materials" applies to Taleo content generally made available to individual training participants in uneditable format and all whole or partial copies of it, including modified copies or portions merged into other programs or documents. Course attendees are granted a perpetual license to the Core Participant Materials and Core Participant Materials are for the personal use of each course attendee only and may not be copied, distributed or used in any way other than for the personal reference use of the attendee. For avoidance of doubt, Customer may not use portions of materials in other education materials developed by Customer for internal use or combine with Customer's own or third party content. All training materials will be provided in US English. Any translation of training materials may be quoted at additional fees.

2. **License Term and Restrictions.** *Courseware will be licensed for the version available at time of delivery; any updates to the licensed courseware are subject to additional Education Consulting fees to be quoted in accordance with the level of effort assessed for the updates.* Courseware is considered Taleo Confidential Information as that term is defined in the Agreement. Except in the case of Courseware made available via web access, Customer is responsible for installation and operation of Courseware. Under any license, Courseware may be accessed and used solely in accordance with any maximum use restriction set forth in this Order Form (e.g., number of copies, number of users, individual user, unlimited corporate license). Subject to the maximum use restrictions set forth in this Order Form, Courseware may be accessed and used by third party contractors of Customer (subject to the limitations regarding third-party contractors in the Agreement). Regardless of applicable maximum use restrictions, Customer may copy the Courseware that is shipped on CD-ROM for one backup. All content provided, inputted or uploaded to the Taleo Learning Products by Customer, its authorized user, or Taleo on Customer's behalf (including Customer's proprietary content) shall remain the sole property of Customer, except to the extent such content incorporates Taleo proprietary content. All Courseware shall remain at all times the sole property of Taleo or its vendors. Taleo may terminate the license for Courseware if Customer fails to comply with the terms and conditions set forth above or elsewhere in the Agreement. Courseware is provided on an "as is" basis and Taleo disclaims all implied warranties with respect to Courseware, including any implied warranty of merchantability or fitness for a particular purpose.

3. **Instructor-led Classes**

    3.1.1. Description and Delivery: Instructor-led classes include a combination of lecture and lab activity with students (individual workstations for each student supplied by Customer), group discussion (together, "Instructor-Led Classes"), and for each student, Core Participant Materials (a participant's guide for the session and hands-on exercises as applicable). All standard classroom delivery includes 1 instructor for up to 12 students (except where specifically noted otherwise). Full day class sessions run from 9:00 am to 5:00 pm (or equivalent time) per training day with appropriate morning, afternoon, and lunch breaks.

    3.1.2. Tailored and/or Customized Curriculum & Setup: Curriculum services include building of custom agenda, tailoring of Core Participant Materials (or creating new materials) to match process and configurations, including PowerPoint slides, handouts, and job aids; preparing exercises with Customer examples; preparing training ID's if necessary; staging training data in Customer zone; review (assessments) and necessary correspondence and knowledge transfer with Customer. Setup includes logistics and scheduling, classroom setup, production of materials & evaluations. Virtual classes are delivered via the Internet, and setup includes electronic file transfer or email of materials, preparing interaction such as polls, assessments, etc. and follow-up on questions submitted by participants. All training materials will be provided in US English. Any translation of training materials may be quoted at additional fees.

    3.1.3. On-Premises Education Services: In addition to any class or course fees, if Customer requests Education Services to be delivered at a Customer location or a location other than a Taleo training facility, Taleo will issue to Customer specifications for classroom and equipment to be provided by Customer. Customer is responsible for meeting such classroom and equipment set-up specifications, and for any expenses related thereto.

    3.1.4. Cancellation Policy. Individual training delivery dates and/or course development activity dates will be confirmed via email. Customer shall be obligated to pay (1) 50% of the enrollment fee and other fees set forth herein in the event course attendance, training delivery or development activity is cancelled or rescheduled fewer than 10 business days and more than 5 business days prior to the scheduled course start date, and (2) 100% of the enrollment fee and other fees set forth herein in the event attendance or development activity is cancelled or rescheduled fewer than 5 business days prior to the schedule course start date. Upon cancellation, Customer will be charged for services performed to date to complete customization or course preparation.

4. **Education Consulting.** "Education Consulting," as used herein, refers to services provided by Taleo University personnel to assist with: learning program design and monitoring; stakeholder skills assessment, readiness, and gap analysis; high level curriculum design, customization of existing content, or development of custom learning content or learner support materials; learner coaching and learning reinforcement programs; training zone staging and set up services; and services related to development, licensing, and support of Taleo Proficiency content and deployment.

5. **Change Orders.** Any Education Services work requested and/or performed outside of the scope described in this SOW will require a mutually executed SOW change order, detailing the changes to one or more original Education Services on the source SOW, whether such changes are revisions, additions or deletions, and any effect on costs ("Change Order"). The Change Order will be mutually agreed. In the event a Change Order is pending signature by Customer, Taleo will cease work on the associated Education Services until the Change Order is executed. Change Orders will be identified by and will otherwise incorporate the terms and conditions of the original SOW.