

Order # - See Exhibit Table

Effective Date – See Exhibit Table

This Order is placed by Customer with Dun & Bradstreet, Inc. ("D&B"), pursuant to the General Terms & Conditions (hereinafter referred to as the "Governing Terms"), attached to this Order as Exhibit _4_ , as well as the SFWIB Terms, Conditions and Assurances, attached as Exhibit 3.

The Services under this Order may only be used by Customer in the United States to support its U.S. business.

This Order includes the Services as specified in the attached Exhibits, subject to the terms and conditions contained therein. The purpose of use will be the permitted uses described in the Product Description of each Exhibit, incorporated herein.

Customer Name: CareerSource South FL

Customer D-U-N-S® Number: 079131622

EXHIBIT TABLE

Exhibit #	Exhibit Name	Order #	Subscriber #	Effective Date	Expiration Date
Exhibit 1	D&B Data Block and Direct Plus Order	Q-00240734	TBD	12/15/2022	12/14/2024
Exhibit 2	Batch File & Econovue Order	1171426	263962721	12/15/2022	12/14/2024
Exhibit 3	SFWIB Terms, Conditions & Assurances			12/15/2022	12/14/2024
Exhibit 4	Government General Terms and Conditions			12/15/2022	12/14/2024

INVESTMENT TABLE (USD)

Product Item/Fees	Contract Term 1	Contract Term 2	Contract Term 3	Grand Total
Contract Term Total:	\$141,558.50	\$141,558.50	NA	\$283,117.00

PAYMENT INFORMATION

Payment Terms: Effective Date, Due Upon Receipt on year 1; Year 2 will be invoiced on 12/15/2023

Payment Method: Electronic/Wire/ACH/Cash/Check

Customer will not be billed sales taxes upfront. South Florida Workforce Investment Board (SFWIB) is tax exempt, and form has been submitted.

LICENSE TERM

INITIAL TERM OF LICENSE: 12/15/2022 - 12/14/2024

Each period specified herein is referred to as a "Contract Term" (or individually as "Contract Term 1", "Contract Term 2", etc., as applicable).

- Contract Term 1: 12/15/2022 - 12/14/2023
- Contract Term 2: 12/15/2023 - 12/14/2024

CONTRACT RENEWAL: This Order shall not automatically renew. D&B will notify Customer (SFWIB) at 60 days and at 30 days prior to contract termination in Contract Term 2 via email.

Account Rep Details	
Name: Natasha Young	Email: youngn@dnb.com

Customer Admin Details	
Name: Rick Beasley	Email: rick.beasley@careersourcesfl.com

Billing Address:	Shipping Address:
Rick Beasley CareerSource South FL 7900 NW 27th Ave, Suite 200 Miami, FL 33147	Rick Beasley CareerSource South FL 7900 NW 27th Ave, Suite 200 Miami, FL 33147
Telephone: (305)929-1501	Telephone: (305)929-1501
Billing Email: rick.beasley@careersourcesfl.com	Shipping Email: rick.beasley@careersourcesfl.com

AGREED TO BY:	
CUSTOMER	DUN & BRADSTREET, INC.
Authorized Signature:  <small>Rick Beasley (Dec 30, 2022 11:26 CST)</small>	Authorized Signature: 
Name (Please Print): Rick Beasley	Name (Please Print): Jason Levine
Title: 12/30/2022 Date : 12/30/2022	Title: Date: 12/29/2022

EXHIBIT 2 – BATCH FILE & ECONOVUE ORDER

ORDER #: 1171426

PRODUCT DESCRIPTION

S&MS Data Services

(1) Batch Data Output

Limited Access Database Records (LAD) (currently approximately 231,502 records)

Strategic Database Marketing Record (SDMR) Layout, per **Appendix A** - Custom SDMR Layout (Data Elements/Fields)

Additional Appends, where available

NAICS Code with Description

Financial Stress Marketing Prescreen (HML)

Material Change/ 5 Segment

Updated on Quarterly Schedule (3 Updates)

Subset of LAD – 25,000 Full Access Records Available

(2) EconoVue Software

EconoVue Software Licenses: 30 Seats

Output to Urban Explorer, Inc

TERMS & CONDITIONS

S&MS DATA SERVICES – TERMS & CONDITIONS

Customer is licensed to use the Services solely for sales & marketing purposes limited to lead generation, mailing lists, segmentation analysis, sales channel management, campaign management, sales force automation and call center management, customer acquisition and order entry, or as otherwise limited in the Product Description. Notwithstanding the foregoing, Limited Access Database Records are for analysis only and not for any direct marketing use.

SELECTION CRITERIA: Selection criteria shall be as specified above or, if not specified above, as specified in a requirements document agreed between the parties.

FILE DYNAMICS: All record counts are approximate; the actual number of records may vary based on D&B file dynamics.

Appendix A – Custom SDMR Layout

Field Name	Start	End	Len	Description
Filler1	1	10	10	Field is not currently used.
D-U-N-S® Number	11	19	9	A randomly generated nine-digit number assigned by D&B to identify unique business establishments. May contain lead zeros which will be lost if field is treated as numeric.
Business Name	20	109	90	The Primary or Registered name of the business.
Tradestyle Name	110	199	90	A trading style name used by a business. It is an additional name used by a company. Also referred to as "Doing Business As" (DBA) and "Also Known As" (AKA).
Second Tradestyle Name	200	289	90	A second trading style name used by the business.
Street Address	290	353	64	The first street address line where a business is physically located. Generally in local language.
Street Address 2	354	417	64	The second street address line where a business is physically located. Generally in local language.
City Name	418	467	50	The name of the city where the business is physically located. Generally in local language.
State/Province Abbreviation	468	477	10	The abbreviation for the physical state/province name where the business is located.
Postal Code	478	493	16	The postal code where the business is physically located.
Country Name	494	543	50	The name of the country where the business is located. In English.
State/Province Name	544	593	50	The name of the state/province where the business is located. Generally in local language.
County Name	594	638	45	The full name of the county where the business is located.
Filler2	639	643	5	Field is not currently used.
Latitude	644	653	10	The angular distance north or south from the earth's equator measured through 90 degrees.
Longitude	654	664	11	The angular distance east or west from the prime meridian measured through 180 degrees .
Mailing Address	665	728	64	The address line where a business has its mail delivered. Generally in local language.
Mailing Address 2	729	792	64	The second street address line where a business has its mail delivered. Generally in local language.
Mailing City Name	793	842	50	The city name where the business has its mail delivered. Generally in local language.
Mailing State/Province Abbreviation	843	852	10	The abbreviation for the state/province where the business has its mail delivered.
Mailing Postal Code	853	868	16	The postal code where the business has its mail delivered.
Carrier Route Code	869	872	4	A code assigned by the United States Postal Service (USPS) that sorts mail pieces to the individual carrier routes within a 5-digit ZIP Code.
D&B Continent Code	873	873	1	D&B geographical code which identifies the region where the business is located.
D&B National Code	874	876	3	D&B-assigned code which identifies the country where the business is located.
D&B State Code	877	879	3	D&B geographical code which identifies the state/province where the business is located.
D&B City Code	880	885	6	D&B geographical code which identifies the city where the business is located. For US records, the code is unique within COUNTY, for non-US records, the code is unique within COUNTRY. Geographical codes provide one unique code value for various language

Field Name	Start	End	Len	Description
D&B County Code	886	888	3	D&B geographical code which identifies the county where the business is located. Code is unique within state/province.
SMSA Code	889	891	3	The Standard Metropolitan Statistical Area code identifying the metropolitan area where this subject is located. Note: The SMSA was formerly used by the federal government for general statistic purposes. It is no longer used and the last update by the Fe
Economic Area of Influence Code	892	894	3	A code value which denotes the subject's regional market that surrounds a metropolitan or micropolitan statistical area, serving as a regional center of economic activity as designated by the Bureau of Economic Analysis.
FIPS Country Code	895	896	2	The Federal Information Processing Standards code value which identifies the country where this subject is located.
FIPS State Code	897	898	2	The Federal Information Processing Standards code value which identifies the state where this subject is located.
FIPS County Code	899	901	3	The Federal Information Processing Standards code value which identifies the county where this subject is located.
FIPS MSA Code	902	905	4	The Federal Information Processing Standards code value which identifies the Metropolitan Statistical Area (known as the MSA) where this subject is located. These MSA codes were defined and developed by the National Institute of Standards and Technology (
Latitude (Short)	906	913	8	The angular distance north or south from the earth's equator measured through 90 degrees. Note: This is a less granular view of the Latitude field.
Longitude (Short)	914	922	9	The angular distance east or west from the prime meridian measured through 180 degrees. NOTE: This is a less granular view of the Longitude field.
GEO Code Accuracy	923	923	1	A code value which describes how close the coordinates for a location are to "rooftop" level.
Telephone Number	924	939	16	The primary voice telephone number for the business with no formatting or punctuation. This string contains all telecommunication number components (area code, exchange, number).
Country Access Code	940	943	4	The international dialing code required to connect to the telephone or facsimile number when dialing internationally.
Cable Telex Number	944	959	16	The primary wire communication channel for sending a message.
Facsimile Number	960	975	16	The primary facsimile number for the business with no formatting or punctuation. This string contains all telecommunication number components (area code, exchange, number).
Chief Executive Officer - Full Name	976	1035	60	The full name of the individual who has the highest ranking authority of the business at this location.
Chief Executive Officer - First Name	1036	1048	13	The first name of the individual who has the highest ranking authority of the business at this location.
Chief Executive Officer - Middle Initial	1049	1049	1	The middle initial of the individual who has the highest ranking authority of the business at this location.
Chief Executive Officer - Last Name	1050	1064	15	The last name of the individual who has the highest ranking authority of the business at this location.
Chief Executive Officer - Suffix	1065	1067	3	A qualifier that follows the name of the highest ranking authority of the business at this location. Examples are Jr., Sr., MD.

Field Name	Start	End	Len	Description
Chief Executive Officer - Prefix	1068	1077	10	A qualifier that precedes the name of the highest ranking authority at this location. Examples are: Mr. Ms. Dr. etc.
Chief Executive Officer - Title	1078	1137	60	The title of the individual with the highest ranking authority at this location. May be abbreviated. In English.
Chief Executive Officer Management Responsibility Code (MRC)	1138	1142	5	The Management Responsibility Code (MRC) corresponding to the title of the person listed in the CEO fields. This is a hierarchical numbering system indicating title or area of responsibility. Distinguishes Owners, Partners, Presidents, etc.
Chief Executive Officer Gender Code	1143	1143	1	A code value which describes the gender of the individual who has the highest ranking authority for the business at this location.
Sales Volume (US Dollars)	1144	1158	15	The total annual sales/revenue for this business, expressed in US dollars as a signed, decimal field. If the sales/revenue figure is collected in local currency, the local value is converted to US dollars. Note: Data is converted to US dollars based o
Sales Volume (US Dollars) Reliability Code	1159	1159	1	A code value which describes the reliability of the annual sales/revenue figure that is expressed in US Dollars.
Sales Volume (Local Currency)	1160	1177	18	The total annual sales/revenue for this business in local currency. Not available on branch locations.
Sales Volume (Local Currency) Reliability Code	1178	1178	1	A code value which describes the reliability of the annual sales/revenue figure that is expressed in local currency.
Currency Code	1179	1182	4	A code value which describes the type of currency in which the sales volume (local currency) is expressed.
Employees Total	1183	1197	15	The total number of employees in the business organization; it should include subsidiary and branch locations.
Employees Total Reliability Code	1198	1198	1	A code value which describes the reliability of the Employees Total figure.
Employees Here	1199	1213	15	The number of employees at this location.
Employees Here Reliability Code	1214	1214	1	A code value which describes the reliability of the Employees Here figure.
Year Started	1215	1218	4	The year when current ownership or management assumed control of the business or the year established if no control change has taken place. This is not provided for branch records.
Status Code	1219	1219	1	A code value which describes the organizational status of the business.
Subsidiary Indicator	1220	1220	1	Indicates whether the subject business is more than 50% owned by another organization.
Manufacturing Indicator	1221	1221	1	Indicates whether or not manufacturing is done at this location.
Population Code	1222	1222	1	A code value which describes the residential population for the geographical area where the business is located.
Small Business Indicator	1223	1223	1	Indicates whether the business is designated a small business as defined by the Small Business Administration of the US government.
Minority Owned Indicator	1224	1224	1	Indicates whether the business is owned by a member of a minority group.
Public/Private Indicator	1225	1225	1	Indicates whether ownership of the business is public or private.

Field Name	Start	End	Len	Description
Filler3	1226	1226	1	Field is not currently used.
Site Status	1227	1227	1	Indicates the relationship to the business as either prospect or customer.
Legal Status Code	1228	1230	3	A code value which describes the legal structure of the business.
Import/Export/Agent Code	1231	1233	3	A code value that identifies whether the business imports goods or services for re-manufacture or sale, exports products or services to a foreign country, and/or is an agent for goods.
Owns/Rents Code	1234	1234	1	A code value that denotes if the business owns or rents the building it occupies.
Square Footage	1235	1242	8	The building space this entity operates from within a building as measured in square feet.
Global Ultimate D-U-N-S® Number	1243	1251	9	The D-U-N-S® number of the highest parent of a corporate family. Global ultimate records carry their own case D-U-N-S® number in this field so that a common sort and/or match area is available for all family members. May contain lead zeros which will
Global Ultimate Business Name	1252	1341	90	The name of the ultimate company.
Global Ultimate Indicator	1342	1342	1	Indicates whether the site record is the Global Ultimate D-U-N-S® within the corporate family tree.
Global Ultimate FIPS Country Code	1343	1344	2	The Federal Information Processing Standards code value which identifies the country where the ultimate company is located.
Global Ultimate D&B Country Code	1345	1347	3	D&B geographical code identifying the country where the ultimate company is located.
Global Ultimate State/Province Abbreviation	1348	1357	10	The abbreviated name of the state/province where the ultimate company is located.
Domestic Ultimate D-U-N-S® Number	1358	1366	9	The D-U-N-S® Number for the domestic ultimate, which is the highest family member in the same country as case business record as you walk up this 'branch' of the tree. A case may be its own domestic ultimate. May contain lead zeros which will be lost if
Domestic Ultimate Business Name	1367	1456	90	The primary name of the domestic ultimate business.
Domestic Ultimate FIPS Country Code	1457	1458	2	The Federal Information Processing Standards code value which identifies the country where the domestic ultimate company is located.
Domestic Ultimate D&B Country Code	1459	1461	3	D&B geographical code identifying the country where the domestic ultimate is located.
Domestic Ultimate State/Province Abbreviation	1462	1471	10	The abbreviated name of the state or province in which the domestic ultimate is located.
Parent D-U-N-S® Number	1472	1480	9	The D-U-N-S® number of the Parent organization. May contain lead zeros which will be lost if field is treated as numeric.
Headquarter D-U-N-S® Number	1481	1489	9	The D-U-N-S® number of the Headquarter organization. May contain lead zeros which will be lost if field is treated as numeric.
Parent/Headquarter Business Name	1490	1579	90	The primary name of the Parent/Headquarter company.
Parent/Headquarter FIPS Country Code	1580	1581	2	The Federal Information Processing Standards code value which identifies the country where the parent or headquarter organization is located.
Parent/Headquarter D&B Country Code	1582	1584	3	D&B geographical code identifying the country where the Parent/Headquarter is located.
Parent/Headquarter State/Province Abbreviation	1585	1594	10	The abbreviated name of the state/province where Parent/Headquarter is located.

Field Name	Start	End	Len	Description
Hierarchy Code	1595	1596	2	A number used with the status and subsidiary indicators to pinpoint the location of an establishment within a corporate hierarchy. The hierarchy on the global ultimate is '01'. A branch hierarchy is the same as its headquarters'. A subsidiary's hierarch
Dias Code	1597	1605	9	A number which sequences a file in order by ultimate parent name and family sequence within each group. The DIAS Code is not permanently assigned and changes when linkage is added, deleted or changed in the D&B WorldBase file.
Number of Family Members	1606	1610	5	The number of family members including the global ultimate and all subsidiaries and branches of the entire family tree worldwide. All family members within a particular tree carry the same count.
Last Update Date	1611	1618	8	The date when selected information on the business record was last updated.
Major Industry Category	1619	1619	1	A code value that denotes under which major industry category an establishment falls.
Line of Business	1620	1660	41	A narrative description of the operations or activities of the business. Relates to the primary four-digit 1987 US SIC. In English.
US 1987 SIC 1	1661	1692	32	The US 1987 Standard Industrial Classification (SIC) code system categorizes business establishments based upon the type of activity done by that business at that location. A business can have up to six SIC codes and each SIC can have four extensions. Th
US 1987 SIC 2	1693	1724	32	The Standard Industrial Classification code for the second line of business operations as ranked by percent of sales/revenue.
US 1987 SIC 3	1725	1756	32	The Standard Industrial Classification code for the third line of business operations as ranked by percent of sales/revenue.
US 1987 SIC 4	1757	1788	32	The Standard Industrial Classification code for the fourth line of business operations as ranked by percent of sales/revenue.
US 1987 SIC 5	1789	1820	32	The Standard Industrial Classification code for the fifth line of business operations as ranked by percent of sales/revenue.
US 1987 SIC 6	1821	1852	32	The Standard Industrial Classification code for the sixth line of business operations as ranked by percent of sales/revenue.
National Identification Number	1853	1872	20	The business identification number used in some countries for business registration and tax collection. Examples include CRO numbers in the U.K. and the French Siren numbers.
Primary Local Activity Code	1873	1880	8	The local activity or industry classification code if different from the 1987 US SIC.
3 Year Growth Percentage on Sales Volume	1881	1884	4	The percentage increase or decrease in the sales volume over a three year period. Includes a + or - sign denoting positive or negative growth in sales.
3 Year Growth Percentage on Employees	1885	1888	4	The percentage increase or decrease in the number of employees over a three year period. Includes a + or - sign denoting positive or negative growth in sales.
3 Year Base Sales Amount	1889	1903	15	The total income attributable to products and services sold by an organization annually three years prior to the trend year.
3 Year Base Employee Count	1904	1912	9	The total number of individuals engaged by a business entity to perform its business operations three years prior to the current trend year.
5 Year Growth Percentage on Sales Volume	1913	1916	4	The percentage increase or decrease in the sales volume over a five year period. Includes a + or - sign denoting positive or negative growth in sales.

Field Name	Start	End	Len	Description
5 Year Growth Percentage on Employees	1917	1920	4	The percentage increase or decrease in the number of employees over a five year period. Includes a + or - sign denoting positive or negative growth in sales.
5 Year Base Sales Amount	1921	1935	15	The total income attributable to products and services sold by an organization annually five years prior to the trend year.
5 Year Base Employee Count	1936	1944	9	The total number of individuals engaged by a business entity to perform its business operations five years prior to the current trend year.
Trend Year Sales Amount	1945	1959	15	The total income attributable to products and services sold by an organization annually for the trend year which is the most current year.
Trend Year Employee Count	1960	1968	9	The total number of individuals engaged by a business entity to perform its business operations for the trend year which is the most current year.
Filler4	1969	1977	9	Filler4
Filler5	1978	2007	30	Filler5
Filler6	2008	2032	25	Filler6
Filler7	2033	2052	20	Filler7
Filler8	2053	2054	2	Filler8
Filler9	2055	2063	9	Filler9
Accounting Firm Name	2064	2093	30	The name of the company that this business uses for accounting purposes.
Filler10	2094	2099	6	Filler10
Filler11	2100	2105	6	Filler11
Filler12	2106	2111	6	Filler12
Filler13	2112	2117	6	Filler13
Filler14	2118	2123	6	Filler14
Filler15	2124	2129	6	Filler15
Filler16	2130	2135	6	Filler16
Filler17	2136	2141	6	Filler17
First Executive First Name	2142	2154	13	The first name of an individual identified as a principal or manager of the company.
First Executive Middle Initial	2155	2155	1	The middle initial of an individual identified as a principal or manager of the company.
First Executive Last Name	2156	2170	15	The last name of an individual identified as a principal or manager of the company.
First Executive Suffix	2171	2173	3	A qualifier that follows an individual's full name - examples are Jr., Sr., MD.
First Executive Prefix	2174	2183	10	A qualifier that precedes an individual's full name - examples are Mr. Mrs., Dr., etc.
First Executive Title	2184	2213	30	The title of the principal or manager of the company
First Executive MRC Code	2214	2217	4	The Management Responsibility Code (MRC) corresponding to the first executive name. MRC is a hierarchical numbering system indicating title or area of responsibility for key executives.
Second Executive First Name	2218	2230	13	The first name of an individual identified as a principal or manager of the company.
Second Executive Middle Initial	2231	2231	1	The middle initial of an individual identified as a principal or manager of the company.
Second Executive Last Name	2232	2246	15	The last name of an individual identified as a principal or manager of the company.
Second Executive Suffix	2247	2249	3	A qualifier that follows an individual's full name - examples are Jr., Sr., MD.

Field Name	Start	End	Len	Description
Second Executive Prefix	2250	2259	10	A qualifier that precedes an individual's full name - examples are Mr. Mrs., Dr., etc.
Second Executive Title	2260	2289	30	The title of the principal or manager of the company
Second Executive MRC Code	2290	2293	4	The Management Responsibility Code (MRC) corresponding to the second executive name. MRC is a hierarchical numbering system indicating title or area of responsibility for key executives.
Third Executive First Name	2294	2306	13	The first name of an individual identified as a principal or manager of the company.
Third Executive Middle Initial	2307	2307	1	The middle initial of an individual identified as a principal or manager of the company.
Third Executive Last Name	2308	2322	15	The last name of an individual identified as a principal or manager of the company.
Third Executive Suffix	2323	2325	3	A qualifier that follows an individual's full name - examples are Jr., Sr., MD.
Third Executive Prefix	2326	2335	10	A qualifier that precedes an individual's full name - examples are Mr. Mrs., Dr., etc.
Third Executive Title	2336	2365	30	The title of the principal or manager of the company
Third Executive MRC Code	2366	2369	4	The Management Responsibility Code (MRC) corresponding to the third executive name. MRC is a hierarchical numbering system indicating title or area of responsibility for key executives.
Financial Stress Marketability Score	2370	2370	1	L (low), M (moderate) or H (high) risk or blank
NAICS Code	2371	2376	6	The North American Industry Classification System equivalent for the combination of the first 4 bytes and the first 4 byte node of the primary SIC code.
NAICS Description	2377	2496	120	Brief narrative description of the establishment's line of business associated with the NAICS code
Material Change Indicator	2497	2497	1	A-J
Material Change - Opportunity Segment Description	2498	2519	22	Description for Codes A-J A = Increase in Scale B = Increase in Demand C = Leverage for Growth D = Increase in Borrowing E = Organic Growth F = Spend Growth G = Early Signs of Decay H = Decrease in Demand I = Decrease in scale J = Stable
GCA CEO EMAIL ADDRESS	2520	2599	80	EMAIL ADDRESS OF CEO

EXHIBIT I – DIRECT PLUS & DATA BLOCKS ORDER

ORDER #: Q-00240734

PRODUCT DESCRIPTION

D&B Direct Plus

Direct Plus Standard Type

Finance Solutions
\$6,750.00

Includes access to the following content and capabilities:

- Contact Search
- Company Report (COMPRH) [Includes a Score]
- Company Search

D&B Direct Plus – Development Key
Assign New Subscriber #

Entitled Services: Up to 1000 calls per week, in aggregate, across all capability and content shown above.

- If an API output includes a score, then the following limitations shall apply, up to 100 API calls in total across US and CA, and up to 5 API outputs in total across EU, APAC and LATM.

D&B for Finance

Customer is licensed to access and use the D&B Data Blocks selected below, to manage the Records Under Management (or “RUM”) specified below and other company records made available to Customer under this Order, solely for use within the “Finance” domain (that is, credit scoring (including online and batch applications), credit evaluation, customer accounts receivable analytics and management). RUM is used to generated detailed company reports.

Domain Use I - RUM

- Domestic (US/Canada) 1,650 reports per contract term
- Rest of World 0

Domain Use I - Data Blocks (Data Elements/Fields)

- Company Entity Resolution Level 1
- Company Information Level 2
- Principals & Contacts Level 2
- Diversity Insights Level 1
- Financial Strength Insights Level 1

Delivery:

The Data Blocks selected above may be delivered in either or both of the following Services, where available:

- API delivery via D&B Direct Plus
- Batch file delivery

Delivery Terms:

- Access to Direct Plus is provided to EconoVue for delivery of service

D&B Connect

Discover Module - Number of Users (up to): 50 Users
Includes: Finance

TERMS & CONDITIONS

TERMS & CONDITIONS - D&B Direct Plus

Customer shall not perform or permit bulk/batch loads using any Software unless it has received D&B's prior written approval.

Customer has access to data at a rate of up to 5 Queries Per Second.

Any unused amounts associated with the Services or carryovers from previous agreements will not be carried over or credited to current or subsequent Contract Terms.

D&B Direct Plus Finance Solutions

Customer is licensed to use the Service solely for credit scoring including online and batch applications, credit evaluation, customer accounts receivable analytics and management.

D&B DIRECT PLUS DEVELOPMENT KEY LICENSE: D&B hereby grants a limited, non-exclusive, non-assignable and non-transferable right and license to the Customer to use and display the Information from the above Entitlements obtained by Customer via the Development API Key for the internal purpose of familiarizing itself with the Services, for development and testing, and to understand its uses and applications. Customer may not make any commercial use of such Services whatsoever.

TERMS & CONDITIONS - D&B for Finance

Customer is licensed to use the Services solely for the Use(s) identified within the Product Description. Customer has unlimited access to the licensed Data Blocks for all Entities included within the universe of Records Under Management. Additional use cases, entitlements, capabilities and/or data not explicitly granted herein shall require execution of a Change Order between D&B and Customer.

Customer may not share D&B Information with third parties to support or facilitate the conversion of D&B Information to digital identifiers intended to support online advertising, targeting, marketing or related activities which would compete with similar D&B services.

Any unused amounts associated with the Services or carryovers from previous agreements will not be carried over or credited to current or subsequent Contract Terms.

DEFINITIONS:

- "Entity" - an Entity refers to a unique DUNS Numbered business for which content from any of the licensed D&B Data Blocks is accessed. Pricing for the Services is based on the total number of unique Entities.
- "Analytical Use" means data may be used for analytical purposes only, and not for any commercial use.
- "Domain Use" means data may be used for commercial purposes within the domain(s) within which the content is licensed. Domain Use includes Analytical Use.

A listing of the data elements contained in each D&B Data Block is available upon request.

D&B DIRECT PLUS - TERMS & CONDITIONS

- Customer has access to data at a rate of up to 5 Queries Per Second. Customer shall not perform or permit bulk/batch loads using any Software unless it has received D&B's prior written approval.
- Customer will cooperate with and provide all necessary information and resources to assist D&B in providing the Service to Customer.

SFWIB TERMS, CONDITIONS AND ASSURANCES
Dun & Bradstreet, Inc.
Agreement
for
Econovue Software and Implementation
Exhibit 3

I. ASSURANCE OF COMPLIANCE

D&B assures that it is currently in compliance with, and shall maintain and ensure its compliance, as applicable, with federal, state, and local laws, which include, but are not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Agreement.

II. IMMIGRATION REFORM AND CONTROL ACT

D&B shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for individuals who are hired and will perform services under the Contract.

III. CONFLICTS AND CODES OF CONDUCT

D&B shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

D&B shall comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. D&B shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of D&B. D&B shall submit a **Code of Business Ethics Affidavit, Attachment 1**, attached hereto and incorporated herein by reference as if fully set forth herein stating D&B has adopted a Code that complies with the requirements of Sec. 2-8.1 of the Code of Miami-Dade County.

IV. GRATUITIES

D&B shall not accept a gift from, offer to give, or give any gift to any **SFWIB member, SFWIB employee, SFWIB approved Vendor**, or to any **family member** of an SFWIB member, SFWIB employee, or SFWIB approved Vendor.

The term “family member” includes, but is not limited to father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter and domestic partner.

The term “gift” shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, food, beverage, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

Violation of this provision will constitute a breach of this Contract. In addition to any other remedies available to the SFWIB, any violation of this provision will result in referral of D&B’s name and description of the violation of this term to the state of Florida, Department of Management Services for the potential inclusion of D&B’s name on the suspended vendors list for an appropriate period. This provision will survive the Contract for a period of two (2) years after its expiration or termination.

V. FLORIDA PUBLIC RECORDS LAW

Florida Public Records Law

1. D&B shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, made or received by D&B in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. D&B's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. D&B shall maintain public records stored in electronic record keeping systems in accordance with chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.
2. Pursuant to section 119.0701, Florida Statutes, D&B shall:
 - a) Keep and maintain public records required by the SFWIB to perform the services;
 - b) Upon request from the SFWIB's custodian of public records, provide the SFWIB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if D&B does not transfer the records to the SFWIB; and
 - d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of D&B upon termination of this Contract. Upon termination of this Contract, D&B shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SFWIB, upon request from the SFWIB's custodian of public records, in a format that is compatible with the SFWIB's information technology systems.
3. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.
4. **IF D&B HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO D&B' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Via e-mail: recordsrequest@careersourcesfl.com
Office of the Executive Director. Telephone: 305-929-1500
I. South Florida Workforce Investment Board
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

In the event D&B does not comply with the public records disclosure requirement set forth in section 119.0701, Florida Statutes and this **Section G** of this Contract, the SFWIB shall avail itself of the remedies set forth in **Article II, Sections E – Termination, F – Breach of Contract and G – Breach of Contract: SFWIB Remedies** of this Contract.

A Contractor who fails to provide the public records as required by law, within a reasonable time, may also be subject to penalties under section 119.10, Florida Statutes.

Confidentiality of Records

D&B shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. D&B shall not divulge such information, including but not limited to social security numbers, demographic data (race/ethnicity, sex, age, and disability status), employment services records, supplemental nutrition assistance program records, job corps records, migrant and seasonal farm worker records, North American Free Trade Agreement-Transitional Adjustment records, Trade Adjustment Assistance under Trade Act of 1974 records, Worker adjustment and Retraining Notification Act records, Welfare Transition Program/TANF records, displaced homemaker records, Labor Market Information individual identifiable data, school readiness records, medical records and disability related information, unemployment compensation records, background screening records, WIOA records as specified in the applicable federal law and implementing procedures, etc. without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services.

All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. D&B shall abide by all applicable federal, state and local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. D&B shall provide, prior to the execution of this Contract, a completed **Confidentiality Agreement, Attachment 2**.

D&B, in the course of receiving and utilizing confidential workforce program information for the purpose of performing D&B's duties under this Contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 3**, attached hereto and incorporated by reference as if fully set forth herein prior to permitting those individuals to perform any work under or relating to this Contract.

All completed forms shall be retained as required herein in accordance with **Section VI, Audit, Inspection, Access, and Retention of Records** of this Contract. D&B shall maintain the completed confidentiality forms in each employee's personnel file and forward copies to the SFWIB's IT Department upon requesting access to State and/or Local System(s).

VI. AUDIT, INSPECTION, ACCESS, AND RETENTION OF RECORDS

D&B shall permit the SFWIB or the SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy or transcribe the D&B's books, records, and accounts that are related to this Agreement. D&B shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement where applicable, and includes, but shall not be limited to:

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

In the event that D&B refuses to allow public access to all documents, papers, letters, or other material made or received by D&B in connection with this Agreement, unless the records are exempt from S.24 (a)

of Article I of the Florida Constitution and Chapter 119, Florida Statutes, the SFWIB may immediately terminate this Agreement or any renewal thereof.

D&B shall preserve and make available, at reasonable times for examination and audit by the SFWIB or the SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency, all financial records, supporting documents, statistical records, and any other documents (including storage media) pertinent to this Agreement for the required retention period of the Florida Public Records Law (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Law is not applicable, for a minimum period of **five (5)** years after termination of this Agreement or any renewal. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or **five (5)** years, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Law is determined by the SFWIB or any court of competent jurisdiction to be applicable to D&B's records, D&B shall comply with all requirements thereof; however, D&B shall not violate confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the SFWIB's disallowance and recovery of any payment based upon such entry.

VII. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

As a condition for the award of financial assistance from the Department of Labor under Title I of WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, D&B assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;

Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;

Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;

The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;

Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;

Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;

Executive Order ("EO") No. 11246, "Equal Employment Opportunity" as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;

Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and

Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

D&B also assures that D&B will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to D&B’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements D&B makes to carry out the WIOA Title I and TANF – financially assisted program or activity. D&B understands the United States has the right to seek judicial enforcement of this assurance. D&B shall provide a completed **Assurances and Certifications, Attachment 4**, including the assurances required by this section, prior to the execution of this Agreement.

VIII. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. D&B shall provide a completed **Assurances and Certifications, Attachment 4**, inclusive of the certification required in this section, prior to the execution of this Agreement.

IX. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

D&B shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. D&B shall provide a completed **Assurances and Certifications, Attachment 4**, inclusive of the certification required in this section, prior to the execution of this Agreement.

X. CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

The purpose of the Florida Clean Indoor Air Act is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Florida Department of Health. D&B shall provide a completed **Certification Regarding the Florida Clean Indoor Air Act, Attachment 5**, inclusive of the certification required in this section, prior to the execution of this Agreement.

XI. ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the “Pro-Children Act of 1994”, smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. D&B shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**, prior to the execution of this Agreement.

XII. PUBLIC ENTITY CRIMES (SECTION 287.133, FLORIDA STATUTES)

D&B shall comply with the Public Entity Crimes Act (section 287.133, Florida Statutes) and D&B certifies that neither it, nor any person or affiliate of D&B, has been convicted of a Public Entity Crime as defined in section 287.133, Florida

Statutes, nor placed on the convicted vendor list. D&B understands and agrees that D&B is required to immediately inform the SFWIB upon any change of circumstances regarding this status. D&B shall provide a completed **Assurances and Certifications, Attachment 4**, prior to the execution of this Agreement.

XIII. SARBANES-OXLEY ACT 2002

D&B assures that it shall comply with the two provisions of the Sarbanes-Oxley Act (“SOX”) that apply to all corporate entities, including non-profit organizations. These two provisions are as follows:

It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, section 1107, section 1513 of Title 18, USC).

D&B shall provide a completed **Assurances and Certifications, Attachment 4**, inclusive of the assurance required by this section, prior to the execution of this Agreement.

XIV. COMPLIANCE WITH ENERGY EFFICIENCY PROVISION

D&B shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State of Florida’s Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (“RCRA”) FOR THE PROCUREMENT OF RECOVERED MATERIALS

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. D&B shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

XVI. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)

As a condition of the Contract, D&B assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

D&B shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly. D&B shall provide a completed **Assurances and Certifications, Attachment 4**, inclusive of the assurance required by this section, prior to the execution of this Agreement.

XVII. SCRUTINIZED COMPANIES LIST

The SFWIB’s agreement with the Florida Department of Economic Opportunity provides:

If the [SFWIB] enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the [SFWIB] will obtain a certification that D&B is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel, the Scrutinized Companies

with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemptions as provided in section 287.135(4), Florida Statutes. D&B shall provide a completed **Assurances and Certifications, Attachment 4**, certifying D&B's compliance with this section.

XVIII. DISCRIMINATORY VENDORS

D&B shall disclose to the SFWIB if D&B appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- Submit a bid on a contract to provide any goods or services to a public entity;
- Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submit bids on leases of real property to a public entity; or
- Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

D&B shall provide a completed **Assurances and Certifications, Attachment 4**, certifying D&B's compliance with this section, prior to the execution of this Agreement.

XIX. RELATED PARTY CONTRACTS

D&B shall comply with the requirements of the Reimagining Education and Career Help (REACH) Act, Chapter 2021-164, Laws of Florida (House Bill 1507) as specified in **Attachment 7 (The Florida Department of Economic Opportunity Memorandum dated July 1, 2021)** attached hereto and incorporated herein by reference. D&B shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 8**.

XX. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

D&B shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of **2 CFR 175.15, Award Term**, is provided as **Attachment 9**.

XXI. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

D&B assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act (P.L. 113-128 S. 502) will be American-made.

XXII. INTERGOVERNMENTAL PERSONNEL ACT

D&B shall comply with the requirements of the Intergovernmental Personnel Act (42 USC §4701). D&B shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Sec. §4701). D&B shall provide a completed **Assurances Non-Construction Programs, Attachment 10, prior to the execution of this Agreement**.

XXIII. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

If this Contract is for more than \$150,000.00, D&B shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency ("EPA"). As applicable, D&B shall comply with the Clean Air Act and Federal Water Pollution Control, as amended.

XXIV. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352)

Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification as described in this section. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal

contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. D&B shall provide a completed **Assurances and Certifications, Attachment 4**, prior to execution of this Agreement.

XXV. ASSURANCES – NON-CONSTRUCTION PROGRAMS

D&B shall provide a completed **Assurances - Non-Construction Programs, Attachment 10**, prior to the execution of this Agreement.

XXVI. WHISTLEBLOWER'S ACT

In accordance with section 112.3187(2), Florida Statutes, D&B shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. D&B shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission of Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

XXVII. ANNUAL CERTIFICATION

If the Contract is extended as set forth in **Article I, Effective Term**, on an annual basis, D&B shall sign the certification that all certifications and assurances on file with the Agreement are current and that the terms and conditions have not changed. D&B shall complete **Attachment 11, Annual Certification** attached hereto and incorporated herein by reference.

XXVIII. TERMINATION

- 15.1 Termination for Cause Including Default and Breach of Contract. The SFWIB may terminate this Contract, for default and breach of Contract, including, but not limited to, for the reasons identified in **Article 1, Breach of Contract**. In the event of termination of this Contract for cause, any payments to the Contractor shall be determined based upon the provisions of **Article 2-Breach of Contract: SFWIB Remedies**. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. If SFWIB terminates the Contract for default, the Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.
- 15.2 Termination for Circumstances Beyond the Contractor's Control. Either Party may terminate this Agreement for circumstances beyond the Contractor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, a pandemic/endemic, any government-imposed lockdown, or any other causes beyond the control of the Parties. In the event of termination of this Contract under this provision, neither Party will be responsible for failure nor delay in performance of this Contract. Such failure or delay in performance will not result in any additional charge or costs, under this Contract, to either Party. The Party seeking termination of the Contract under this provision shall provide prompt notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days after the occurrence triggering termination.
- 15.3 Termination without Cause. The SFWIB may terminate this Contract without cause by providing thirty (30) days' prior written notice to the Contractor. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.
- 15.4 Termination Due to the Lack of Funds. If funds received by SFWIB to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB, in its sole discretion, may terminate this Contract upon no less than twenty-four (24) hours' notice, in writing, to

Contractor. Said notice must be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and may not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract due to the lack of funds, the SFWIB shall compensate the Contractor for any work completed in accordance with the terms of the Contract prior to the date of the notification of termination. The Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to the lack of funds.

ARTICLE 1 BREACH OF CONTRACT

- 16.1. If the Contractor fails to comply, in whole or in part, with any provision of the Contract, such failure constitutes a breach of the Contract. A non-exhaustive list of breaches of this Contract is as follows:
 - 16.1.1 The Contractor fails, in whole or in part, to provide the goods or services set forth in the solicitation, **Statement of Work, Exhibit A**, or other attachments or exhibits;
 - 16.1.2 The Contractor refuses to allow the SFWIB full access to records;
 - 16.1.3 The Contractor attempts to meet the Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement;
 - 16.1.4 The Contractor fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
 - 16.1.5 The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Agreement; and
 - 16.1.6 The Contractor fails to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws, which include, but are not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Contract or any other contractual agreement the Contractor has with the SFWIB.
- 16.2. Waiver of breach of any provisions of this Contract by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of this Contract.

ARTICLE 2 BREACH OF CONTRACT: SFWIB'S REMEDIES

- 17.1 If the Contractor breaches this Contract, the SFWIB may pursue any or all of the following remedies:
 - 17.1.1. The SFWIB may terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the Contractor shall, upon the SFWIB's request: (a) return all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Contract; (b) reimburse any funds the SFWIB awarded to the Contractor, which were not lawfully expended, under this Contract; and (c) terminate or cancel any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees and costs;
 - 17.1.2. The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to the Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other contracts

entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees;

- 17.1.3. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees and costs through final resolution of the matter including appeal;
- 17.1.4. If, for any reason, the Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB may, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorneys' fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from the SFWIB contracting for a period not to exceed five (5) years; or
- 17.1.5. Any other remedy available at law or equity or administratively.

**License Agreement (3-21) – Government
Exhibit 4**

This License Agreement (“Master Agreement”) is between Dun & Bradstreet, Inc. (“D&B”) and the customer named below (“Customer”) and is effective as of the date set forth below Customer’s signature (“Effective Date”). In consideration of the mutual obligations set forth in this Master Agreement, each party agrees to the terms and conditions below and represents that this Master Agreement is executed by duly authorized representatives. Customer and D&B may be sometimes referred to in this Master Agreement each individually as a “party” or collectively as the “parties”. The Services subject to this Agreement are identified in the attached Purchase or Task Order (“the Order”) issued by Customer to D&B which may include particular Service-specific terms and conditions.

I. Definitions

The definitions for the defined terms used in the Agreement are contained below or in the body of the Agreement.

- I.1 “Affiliates” means entities that control, are controlled by, or are under common control with, a party to the Agreement.
- I.2 “Agreement” means this Master Agreement, any Orders, addendum, statements of work, and schedules.
- I.3 “CCPA” means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General.
- I.4 “CCPA Requests” has the meaning set forth in the CCPA.
- I.5 “Claim” means any third party claim, demand, suit or proceeding.
- I.6 “Confidential Information” means information provided by Discloser to the Recipient that Discloser designates in writing to be confidential, or information that the Recipient ought to reasonably know is confidential.
- I.7 “Contact Information” means professional information D&B collects and compiles relating to a person in the context of business which may include but is not limited to names, titles, business phone, e-mail addresses and physical addresses.
- I.8 “Contractor” means third parties provided with Information or accessing the Services solely to support Customer.
- I.9 “Customer Controlled Environment” means a computer network (including those accessed via VPN), facility or location that is owned, used or leased by Customer or under Customer’s operational control.
- I.10 “D&B Data Processing Agreement” means the agreement retained at www.dnb.co.uk/dpa as updated from time to time as required of D&B by the European Privacy Legislation.
- I.11 “Data Subject” means an individual person who is the subject of, represented within or identifiable by Contact Information, or as defined in European Privacy Legislation where applicable
- I.12 “Discloser” means the party disclosing Confidential Information.
- I.13 “Documentation” means any manuals, instructions or other documents or materials that D&B provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.
- I.14 “European Privacy Legislation” means Directive 95/46/EC (Data Protection) and European Union Regulation 2016/679 and any other applicable data protection legislation including implementing legislation, guidelines and industry standards from time-to-time in force in a relevant jurisdiction, relating to the use and processing of Personal Information in that jurisdiction.

I.15 “Information” means information D&B collects and compiles on business entities anywhere in the world which may include, but is not limited to, business information, legal or financial data, Contact Information, D-U-N-S® Numbers, and ratings on such business entities.

I.16 “Initial Term” means the License term of an Order as further described in the Term Section of this Agreement.

I.17 “License” has the meaning set forth in the License Grant Section of this Agreement.

I.18 “Losses” means all losses, costs and damages, including reasonable counsel fees.

I.19 “Non-Operational” means not used to support the on-going operations of the Customer such that Information is not susceptible to use as a substitute for the Services licensed by D&B.

I.20 “Order” means the ordering document for Services which may include particular Service-specific terms and conditions, and the terms of SFWIB’s Terms Conditions Assurances (Exhibit 3).

I.21 “Personal Information” shall have the same meaning as defined under applicable legislation.

I.22 “Privacy Notice” means D&B’s privacy notice located at <https://www.dnb.com/utility-pages/privacy-policy.html>.

I.23 “Recipient” means the party receiving Confidential Information.

I.24 “Representatives” means employees and vendors of the Recipient as further described in the Confidentiality Section of this Agreement.

I.25 “Retained Information” has the meaning set forth in the Obligation to Delete Section of this Agreement.

I.26 “Services” shall have the meaning set forth in the Scope of Agreement Section of this Agreement.

I.27 “Software” means computer programs or applications (including those accessed remotely), documentation, and media.

I.28 “Standard Contractual Clauses” means the D&B completed Controller-to-Controller Standard Contractual Clauses 2004 (Set II), Commission Decision 2004/915/EC retained at www.dnb.com/CTC-SCC and updated from time to time as required of D&B by the European Privacy Legislation.

I.29 “Term” shall have the meaning set forth in the Term Section of this Agreement.

I.30 “Third Party Providers” means third parties that provide data, Software or services to D&B for use in providing the Services to D&B customers.

I.31 “Unauthorized Code” means any virus, trojan horse, worm, or any other software routines or hardware components designed to permit unauthorized access to disable, erase, or otherwise harm software, hardware, or data.

2. Scope of Agreement

2.1 D&B shall, subject to the Order, make available to Customer the Information, Software, and other products and services, identified in Orders entered into from time to time by D&B and Customer (the “Services”). Where there is a conflict between the terms of any Order and this General Terms & Conditions and the SFWIB Terms, Conditions Assurances (Exhibit 3), the terms of the Order shall control with respect to the Services set forth in such Order and solely to the extent of the conflict.

2.2 Upgrades. D&B may upgrade Customer to its next generation or replacement product with reasonable prior notice, provided that (i) there is no charge to a Customer unless mutually agreed, (ii) Customer maintains access to the prior version for a reasonable period of time, (iii) the upgraded product serves the same use case with similar product capabilities and functionality, (iv) D&B provides reasonable technical support and training, and (v) the terms of the original Order continue to apply, and any new features will be handled separately.

2.3 Where there is a conflict between the terms and requirements of these General Terms & Conditions and SFWIB Terms, Conditions and Assurances (Exhibit 3), the terms of the SFWIB Terms, Conditions and Assurances shall prevail.

3. Licenses

3.1 License Grant. D&B grants to Customer a non-exclusive, non-sublicensable, non-transferable license (“License”) to use and display the Information and Software (in object code format only) constituting the Services specified in an Order. All rights not

expressly granted hereunder are reserved to D&B.

3.2 **Term.** Each License is for a term of twelve (12) months, beginning on the effective date of the Order, unless another term is specified in the Order ("Initial Term"). The Initial Term and any renewal period for an Order or License constitute "the Term" for such Order or License.

3.3 In the event a particular Order allows for Customer to make Services available to its Affiliates, Affiliates are bound by the same terms and conditions as Customer under the Agreement and Customer is responsible and liable for the Affiliates' acts and/or omissions which if done by Customer itself would be a breach of the Agreement.

3.4 If the Customer identified in the signature block above is part of the executive, legislative or judicial branches of the US Federal Government and Customer procuring the Services pursuant to the federal acquisition regulations or applicable agency supplements, the Information and Software is a Commercial Item as that term is defined in FAR 2.101, and is comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFARS 252.227-7013. The Software and Information was developed exclusively at private expense.

a) If Customer is a civilian agency, the Customer's rights to use, modify, reproduce, release, perform, display or disclose the Information and Software is subject to the terms of this Agreement as specified in FAR 12.212 (Commercial Computer Software), FAR 12.211 (Technical Data) and FAR 27.405-3 (Commercial Computer Software).

b) If Customer is a defense agency, the Customer's rights to use, modify, reproduce, release, perform, display or disclose the Information and Software is subject to the terms of this Agreement as specified in DFARS 227.7202-1, and 227.7202-3.

c) Under no circumstances will the Customer have greater rights in the Information and Software provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFARS 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFARS 252.227-7014(f), respectively.

This provision is in lieu of, and supersedes any other FAR, DFARS, or other clause or provision that addresses U.S. Government rights in the Information or Software. A non-Government Customer may not acquire the Information or Software on behalf of a U.S. Government entity without D&B's prior written consent.

4. Terms of Use

4.1 Information and Software are licensed for internal use only by Customer's employees with a need to know for the purpose identified in the Order. If access is required by a user who is not Customer's employee, submit request via email. Customer will not provide Information, Software or other Services to others, whether directly in any media or indirectly through incorporation in a database, marketing list, report or otherwise, or use or permit the use of Information to generate any statistical, comparative, or other information that is or will be provided to third parties (including as the basis for providing recommendations to others); or voluntarily produce Information in legal proceedings, unless required by law. Notwithstanding the foregoing, Customer may produce information as required under state law, in accordance with SFWIB's Terms, Conditions and Assurances (Exhibit 3).

4.2 **Contractors.** Notwithstanding the foregoing, Customer may allow Contractors to access the Services in the territories identified on an Order, provided that such Contractors use the Services in accordance with the Agreement. However, Customer must have written approval of D&B prior to providing access to a Contractor for use outside of a Customer Controlled Environment. Customer is liable to D&B for any use or disclosure by any Contractor of Services not for the benefit of Customer or, which, if done by Customer itself, would be a breach of the Agreement.

4.3 Customer will not attempt to reverse engineer any Services or access, use, modify, copy, or derive the source code of any Software.

4.4 Customer will not systematically access or extract (or "scrape") Information from the Software (outside of the features available within the Software for exporting Information), including by the use of any engine, software, agent, spider, bot, or other device or mechanism.

4.5 Customer will not use Information (i) as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for personal, family, household or employment purposes; or (ii) in any manner that would cause such Information to be construed as, a "Consumer Report" as defined in 15 U.S.C. § 1681a. In addition, Customer will not use any Service to engage in any unfair or deceptive practices and will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to, laws and regulations promulgated by the Office of Foreign Asset Control, and/or any subsequent regulation and those laws and regulations regarding telemarketing, customer solicitation (including fax advertising, wireless advertising and/or e-mail solicitation), data protection and privacy. If Customer is provided with Information from outside the United States, D&B must comply with applicable international data transfer laws, which may require the parties to enter into a data transfer agreement prior to the applicable Information being provided to Customer.

4.6 Where applicable and only to the extent that Customer licenses D&B-owned or controlled Personal Information subject to European Privacy Legislation, Customer and D&B hereby enter into the Standard Contractual Clauses, the terms of which are hereby agreed to and incorporated into this Master Agreement, as the basis for the onward transfer of such Personal Information from D&B to Customer, if any. To the extent the terms of the Standard Contractual Clauses conflict with this Master Agreement, the terms of the Standard Contractual Clauses will control.

4.7 **Obligation to Delete.** In accordance with Florida public records and retention of documents laws, upon expiration or termination of a License with respect to a particular Service, or upon receipt of a Service that is intended to supersede previously obtained Service(s), Customer will promptly delete or destroy all originals and copies of the Information and/or Software, as

applicable, including all Information or Software provided to Contractors as permitted by the Contractors Section hereof; and upon request, provide D&B with a certification thereof. Notwithstanding the foregoing,

(i) Customer is granted a perpetual, limited, non-transferable and non-assignable license to retain copies of such Information in the form of hard copies or in Non-Operational systems, made in the normal course of business, solely for historical and/or archival (i.e. disaster recovery, compliance, and evidence of Customer's use of Information for regulatory compliance) purposes and not for any other continuing use ("Retained Information"). Customer is prohibited from using such Retained Information for any commercial purposes or as a substitute for the Services licensed by D&B.

(ii) The obligation to delete Information shall not apply to names, addresses (street, city, state, and zip code), phone numbers, fax numbers, and email addresses to the extent the subject to whom the Information relates has (a) become a customer or supplier of Customer, or (b) engaged with Customer to become a customer or supplier of Customer.

4.8 In Accordance with the audit provisions in SFWIB Terms, Conditions and Assurances (Exhibit 3), Customer agrees that in the event D&B obtains information or other evidence leading it to reasonably conclude that Customer is violating its obligations under the Agreement, if requested by D&B, an authorized officer of Customer will demonstrate and certify that it is in compliance with the Agreement.

4.9 To the extent that Customer transfers to D&B, under a particular Order, Personal Information subject to European Privacy Legislation, D&B will process such Personal Information in accordance with the D&B Data Processing Agreement, which is hereby incorporated into this Master Agreement. Notwithstanding the Scope of Agreement Section above, in case of conflict between this Master Agreement, the D&B Data Processing Agreement and any Order, the D&B Data Processing Agreement shall prevail.

4.10 D&B certifies that D&B will comply with D&B's obligations under the CCPA. D&B's Privacy Notice may be used as documentation of D&B's compliance with CCPA notice obligations. D&B will honor any CCPA Requests passed on by Customer, where required to comply by the CCPA and CCPA regulations issued by the California Attorney General. To the extent that Customer provides to D&B Personal Information subject to the CCPA, unless otherwise disclosed in writing and consented to by Customer, D&B will not sell Personal Information provided by Customer. D&B will process, retain, use, disseminate, disclose, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information only on behalf of Customer and only as necessary to fulfill the business purpose under this Master Agreement or applicable Orders. Where the U.S. Government Customer agrees that it is subject to CCPA requirements, Customer warrants that Customer will honor any CCPA Opt-out requests passed on by D&B. To receive or submit CCPA Requests, non-exempt Customers will register at <https://support.dnb.com/?prod=CCPARquests>.

5. D-U-N-S® Numbers

5.1 D-U-N-S® Numbers are proprietary to and controlled by D&B. D&B grants Customer a non-exclusive, perpetual, limited license to use D-U-N-S® Numbers (excluding linkage D-U-N-S® Numbers) solely for identification purposes and only for Customer's internal business use. Where practicable, Customer will refer to the number as a "D-U-N-S® Number" and state that D-U-N-S is a registered trademark of D&B.

6. Payment

6.1 Customer will pay D&B in accordance with each Order.

6.2 Except in instances where the customer is exempt from taxes as evidenced by tax exemption certificates, the fees do not include, and Customer will pay any applicable taxes relating to the Agreement, other than taxes based on D&B income and franchise- related taxes.

7. Warranties and Disclaimers

7.1 D&B and Customer each represent and warrant that it (i) has the right to enter into the Agreement and (ii) has all necessary legal rights, title, consents and authority to disclose information (including Confidential Information and Personal Information in accordance with state law) to the other in accordance with this Agreement.

7.2 D&B represents that the Information has been collected and compiled, and will be provided, in accordance with applicable local, state, federal and international laws, rules or regulations, but D&B does not guarantee that the Customer's use of the Information meets the requirements of any applicable federal, or state law, rule or regulation including but not limited to wireless suppression lists, the CAN-SPAM Act, and "Do Not Call" lists.

7.3 D&B represents and warrants that all Services will be performed with commercially reasonable care and skill by qualified individuals.

7.4 D&B represents and warrants that it has taken commercially reasonable efforts (i.e., scanning with current versions of antivirus software) to determine that the Software provided hereunder does not contain or will not contain any Unauthorized Code. In the event D&B discovers or is notified of any such Unauthorized Code in the Software, D&B shall promptly remove such Unauthorized Code in the Software.

7.5 D&B represents and warrants that the Software will perform all material functions and features as set forth in the Documentation.

7.6 Contact Information has not been obtained directly from the Data Subjects and the Data Subjects have not opted in or otherwise expressly consented to receiving direct marketing nor has D&B scrubbed Contact Information against wireless

suppression lists, the FTC's Do-Not-Call lists or other opt out lists (other than its own). Contact information identified as Canadian may only be used solely for the purpose of communicating or facilitating communication with an individual in relation to their employment, business or profession (the "Business Contact Purpose"). It is Customer's responsibility to observe any indicators D&B provides to Customer indicating the Data Subject has expressly objected to receiving direct marketing (as well as their own and any applicable opt out lists) prior to any direct marketing. Opt-out provisions and/or opt-out links in Customer's marketing and sales materials shall not pertain to opting out of D&B's marketing lists and/or databases.

7.7 Customer will not provide D&B any Social Security number, driver's license number, account number, credit or debit card number (other than Customer's own card for payment purposes, if applicable), or personal identification number or password that would permit access to the person's account, or personal data which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation and data relating to criminal convictions and offences.

7.8 EVERY BUSINESS DECISION TO SOME DEGREE REPRESENTS AN ASSUMPTION OF RISK AND THAT D&B IN FURNISHING INFORMATION DOES NOT ASSUME CUSTOMER'S RISK. D&B IS ONE TOOL IN CUSTOMER'S DECISION-MAKING PROCESSES. THEREFORE, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. THOUGH D&B USES EXTENSIVE PROCEDURES TO KEEP ITS DATABASE CURRENT AND TO PROMOTE DATA ACCURACY, OTHER THAN AS EXPLICITLY STATED IN THE AGREEMENT, D&B AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. D&B DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

8. Protection of Proprietary Rights

8.1 The Information and Software are proprietary to D&B and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense. Customer will not remove D&B's copyright and proprietary rights legend from any Information and Software which are so marked when received.

8.2 Neither party will use the trade names, trademarks or service marks of the other party in any news release, publicity, advertising, or endorsement without the prior written approval of the other party.

8.3 Confidentiality. The Customer will treat all Confidential Information in the same manner as Customer treats its own Confidential Information of a similar nature provided that: i) Customer may share such information where it is required to do so under state or federal law; Customer may share such information with its Representatives, with a need to know and/or in order to fulfill the obligations pursuant to the Agreement, in furtherance of the provision of Services hereunder, that are subject to confidentiality obligations substantially as restrictive as those set forth in this Section and ii) Customer assumes responsibility for such Representative's use of such information, except where required by law. Confidential Information shall not include (a) Information and Services licensed pursuant to the Agreement; or (b) information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the Confidential Information.

8.4 Each party shall implement and maintain security measures with respect to the Confidential Information, D&B Information and Software in its possession that effectively restrict access only to employees and Contractors with a need to know for the purpose identified in the Order, and protect such Information, Software, and Customer Confidential Information from unauthorized use, alteration, access, publication and distribution. D&B will comply with the security principles and controls located at <https://www.dnb.com/about-us/company/our-security.html>. In no event shall such security measures be less restrictive than those each party employs to safeguard its confidential information of a similar nature. Unless prohibited by law, in the event of an actual breach of either party's security measures that involves the unauthorized access, use or disclosure of Information, Software and Customer Confidential Information each party shall notify the other promptly after becoming aware of any such security incident. Notwithstanding the language above, this Agreement is subject to Florida law regarding confidentiality of records under the Florida Public Records Act, chapter 119, Florida Statutes. Nothing in this Agreement shall be construed to prevent or delay disclosure of documents under Florida law or other applicable laws.

9. Termination

9.1 Except as otherwise stated in the SFWIB Terms, Conditions and Assurances (Exhibit 3), In the event of material breach of the Terms of Use Section or the Protection of Proprietary Rights Section of this Agreement, Customer may immediately terminate, this Master Agreement or particular Orders; or D&B may, with notice, suspend Customer's access to the Services subject to such breach if necessary to prevent any ongoing impairment of D&B's intellectual property rights with a fifteen day (15) notice. Upon discovery of any material breach, the non-breaching party shall provide a written notice of breach within fifteen (15) days.

9.2 The provisions set forth in the Terms of Use Section, the D-U-N-S® Numbers Section, the Warranties and Disclaimers Section, the Protection of Proprietary Rights Section, this Termination Section, the Limitation of Liability; Indemnification Section; and the Miscellaneous Section will survive the termination of this Master Agreement.

10. Limitation of Liability; Indemnification

10.1 Exclusion of Damages. 9.2 EXCEPT IN THE CASE OF FRAUD OR AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY NOR D&B'S THIRD-PARTY PROVIDERS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST DATA, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

10.2. Limitation of Liability. EACH PARTY'S AND D&B'S THIRD-PARTY PROVIDERS' MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THE APPLICABLE ORDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, COST OR EXPENSE OCCURRED.

10.3. Notwithstanding anything to the contrary, the exclusions and limitations set forth in the Exclusion of Damages Section and the Limitation of Liability Section above shall not apply with respect to: (i) the parties' respective obligations under the Indemnification Section, or (ii) Customer's unauthorized use, disclosure, or distribution of Information or Services, or (iii) breach of the Confidentiality Section.

10.4 Indemnification. D&B shall indemnify and hold harmless the Customer, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which they may incur as a result of any and all claims, demands, suits, causes or action or proceedings of any kind arising out of or relating to or resulting from physical personal injury or tangible property damage occurring due to the negligence or gross negligence by D&B or D&B's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on D&B's behalf under this Agreement. D&B shall defend or settle at its expense any Claim arising from or alleging infringement of any existing U.S. copyrights, patents, trademarks, or other intellectual property rights of any third party by the Services furnished under this Agreement (but not to the extent Customer modifies the Services in any way or combines the Services with material from third parties). D&B shall indemnify and hold Customer harmless from and pay any and all Losses attributable to such Claim. Customer shall give D&B prompt notice of any Claim. D&B shall have the right to control the defense of any such Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Customer shall have the right to approve the terms of any settlement or compromise that adversely impact Customer's use of the Services, such approval not to be unreasonably withheld. Customer shall provide all reasonable cooperation in the defense of any Claim. This section provides Customer's exclusive remedy for any infringement Claims or damages. Notwithstanding the foregoing, D&B agrees that the U.S. Department of Justice, or any government entity with authority over Customer's legal representation decisions, may have the right to represent the United States in any such action, in accordance with 28 U.S.C. 516 or similar statute. 9.4.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of the agreement.

11. Miscellaneous

11.1 The Order and the General Terms and Conditions and the SFWIB Terms, Conditions and Assurances (Exhibit 3), constitutes the entire agreement between D&B and Customer regarding the Services. All prior Master Agreements, both oral and written, between the parties on the matters contained in this Master Agreement are expressly cancelled and superseded by this Master Agreement. Except with respect to Section 7 hereof (which shall take precedence over any inconsistent terms regarding warranties), if there is a conflict between the terms of the Order and/or this Master Agreement, the Order shall take precedence over this Agreement. Any amendments of or waivers relating to this Master Agreement must be in writing signed by the party, or parties, to be charged therewith.