# INFOGROUP ARC EMPLOYER DATABASE LICENSE AGREEMENT

This ARC Em	nployer Da	tabase Lice	cense Agreement ("LICENSE AGREEMENT") ma	ade and entered into as
of	, 2	014 (the "	"License Agreement Effective Date") by and be	etween Infogroup Inc
("Infogroup" o	or "Licenso	r"), whose	e business address is 1020 East 1st Street, P.O	. Box 27347, Papillion
Nebraska	68046	and		(hereinafte
"LICENSEE")	whose ad	dress is	<del>-</del>	

# **RECITALS**

Infogroup has produced an ARC EMPLOYER DATABASE from its proprietary database of employer information in accordance with the terms and conditions of that certain Agreement #13PSX0170 by and between Infogroup and the State of Connecticut dated \*\*December\*\* 1, 2014\*\* ("MASTER CONTRACT"). This license is granted to LICENSEE for use and sublicense of the ARC EMPLOYER DATABASE, the ARC Employer Database DVD, the UNCOMPRESSED DATABASE, and additional DVD copies supplied by Infogroup, for the express USES and USERS defined by the MASTER CONTRACT and subject to the terms and conditions contained within that contract and as provided in this LICENSE AGREEMENT. All capitalized terms not specifically defined herein shall have the meanings ascribed to them in the MASTER CONTRACT.

### 1. DEFINITIONS

- a. Application Programming Interface (API): A set of pre-defined computer commands, functions, and protocols that allow users to interact with a specific system and ensure they get the required functionality and information. For purposes of this License Agreement, the API enables access via the internet to Infogroup's on-line real-time system for providing Infogroup's employer establishment data to Licensees.
- b. Analyst Resource Center (ARC). The organization comprised of state workforce and labor market information agency representatives from the states of Connecticut, Florida, Georgia, Illinois, Iowa, Maine, Massachusetts, Minnesota, Montana, Nebraska, Nevada, North Carolina, Oregon, South Carolina, Texas, Wisconsin, Wyoming and the Employment and Training Administration of the U.S. Department of Labor.
- c. ARC EMPLOYER DATABASE: The compilation of unduplicated employer records supplied by Infogroup under the terms described in the MASTER CONTRACT.
- d. ARC EMPLOYER DATABASE DVD: The optical storage disk (Digital Versatile Disk) containing the ARC EMPLOYER DATABASE and custom software applications developed by Infogroup to enable USERs to use the ARC EMPLOYER DATABASE in accordance with the terms of this LICENSE AGREEMENT.
- e. END USER: An individual who accesses the ARC EMPLOYER DATABASE through a LICENSEE or INTERMEDIATE USER to obtain employer information.
- f. INTERMEDIATE USER: A USER with which the LICENSEE has entered into a sublicense agreement permitting the INTERMEDIATE USER to provide the ARC EMPLOYER DATABASE to USERS for the USES as provided herein.
- g. NAICS code: A six-digit code employed by the North American Industry Classification System that is the current standard used to classify business establishments according to the type of business activity taking place. Establishments that use the same or similar processes to

- produce goods or services are grouped together. The NAICS replaced the SIC system in 1997.
- h. SIC code: A four-digit code used in the Standard Industrial Classification system that was the standard for classifying business establishments from the 1930s through the mid-1990s. SIC codes group establishments together based on either demand or production.
- i. UNCOMPRESSED DATABASE: The ARC EMPLOYER DATABASE in the specified record layout and in ASCII delimited format in which the data has not been packed together so that it uses less space.
- j. USERS: The individuals or entities that will use the ARC EMPLOYER DATABASE, including:
  - Individual job seekers
  - One Stop Career Centers
  - Workforce development boards
  - Economic Development Entities regularly supported, in whole or in part, with public funds.
  - State workforce agencies
  - Public welfare agencies
  - State employment statistics agencies as defined under section 15(e) of the Wagner-Peyser Act as amended by section 308 of the Workforce Innovation and Opportunity Act
  - All mandatory and option partners described under the Workforce Investment Act of 1998, Chapter 3, Section 121(b) and any successor legislation
  - The Employment and Training Administration of the United States Department of Labor, and other partner agencies.
- k. USES: The purposes for which the USERS may use the ARC EMPLOYER DATABASE. USES include career exploration, job search, job development, employment support services, labor market research and related public workforce and public economic development system efforts.

### 2. GRANT OF LICENSE

- a. Subject to the terms and conditions of this LICENSE AGREEMENT, Infogroup hereby grants to the LICENSEE a limited, royalty-free, non-exclusive license to use the ARC EMPLOYER DATABASE for the USES defined in this AGREEMENT and as specifically described and agreed to in the MASTER CONTRACT, including without limitation the right to download the entire Database to a PC or server, to incorporate data from the ARC EMPLOYER DATABASE into the ARC's database and other related products and applications, to sublicense the ARC EMPLOYER DATABASE to INTERMEDIATE USERS, and to provide data from the ARC EMPLOYER DATABASE to Users through any format, media and means of delivery, including the Internet. All such USES shall conform to the levels of access as provided in Section 3 of this LICENSE AGREEMENT.
- b. If LICENSEE sublicenses the ARC EMPLOYER DATABASE to an INTERMEDIATE USER pursuant to the license granted above, LICENSEE shall: (i) enter into a sublicense agreement with the INTERMEDIATE USER that contains restrictions which are no less restrictive than the terms contained in this LICENSE AGREEMENT; (ii) on an annual basis, provide Infogroup a complete list of all INTERMEDIATE USERS, including name and address; (iii) require each INTERMEDIATE USER to use username and password protection technology when accessing the ARC EMPLOYER DATABASE under an INTERMEDIATE USER level of

access as defined in Section 3; and (iv) not provide INTERMEDIATE USER access to public, college, or university libraries.

c. In accordance with the license granted above, LICENSEE may integrate the ARC EMPLOYER DATABASE into a branded local search directory platform or branded website. LICENSEE shall identify below the Internet address of these directory platforms or websites, if any, and provide Infogroup written notice of any changes or additions to any such directory platforms or websites.

Directory platforms or websites using the ARC Employer Database:

- 1
- 2.
- 3.
- d. The ARC EMPLOYER DATABASE and ARC Employer Database DVD developed by Infogroup are licensed solely for the USERS and for the USES defined in this AGREEMENT. Other uses, users or purposes must be approved in advance, in writing, by Infogroup. The contents of the ARC EMPLOYER DATABASE as supplied by Infogroup are recognized as the property of Infogroup. In the event that a public records request, subpoena or other legal process is served upon LICENSEE for records containing contents of the ARC EMPLOYER DATABASE, LICENSEE will promptly notify Infogroup to allow Infogroup the opportunity to seek a protective order for the information requested.
- e. LICENSEE shall use commercially reasonable efforts to establish and maintain a system of data security designed to:
  - 1. Control access to the ARC EMPLOYER DATABASE;

Internet applications developed by or on behalf of the LICENSEE for use by INTERMEDIATE and END USERS which enable the export of records in accordance with Attachments 1, 2 and 3, attached hereto and made a part hereof, from the ARC EMPLOYER DATABASE shall include a "captcha" or similar software system that requires the manual or sound entry of coded words, letters, answers to questions or similar human intervention and response before the USER can download data from the ARC EMPLOYER DATABASE. A "captcha" is also defined as a type of challengeresponse test used in computing to determine whether or not the user is human. LICENSEE may download captcha at http://www.captcha.net/ or as otherwise directed by Infogroup. Any "captcha" software application developed by ARC or a LICENSEE which has been approved by Infogroup may also be used. On an annual basis ARC and Infogroup shall review the approved "captcha" applications to determine if any of the applications are no longer acceptable or have been updated, evaluate any applications Infogroup and ARC mutually agree to add to the list of accepted "captcha" alternatives. and shall communicate any such changes to LICENSEE. LICENSEE specifically acknowledges that downloading records from the ARC EMPLOYER DATABASE without first installing and implementing an approved form of "captcha" software may, in Infogroup's sole but reasonable determination, constitute a material breach of this LICENSE AGREEMENT. Notwithstanding any of the foregoing, it is specifically understood and agreed by Infogroup that data security measures such as "captcha" software do not always prevent unauthorized access and usage of data and therefore LICENSEE shall have no liability whatsoever for breaches or failures of the approved "captcha" software systems required herein.

- Seek to prevent USERS from creating mailing or telemarketing lists from the ARC EMPLOYER DATABASE, unless authorized in this LICENSE AGREEMENT.
- . Copyright Notice. Each display of an ARC EMPLOYER DATABASE record shall include the following copyright notice: "Employer information is provided by Infogroup ®, Omaha, NE, 800-555-5211. Copyright © [date]. All Rights Reserved." Copyright dates specified shall accurately reflect the applicable issue date of the ARC EMPLOYER DATABASE. In addition, where feasible, the LICENSEE shall show on each display of records from the ARC EMPLOYER DATABASE the Infogroup logo displaying the Infogroup name and banner in color, in a size no smaller than 62 x 24 pixels:



At the sole option of the LICENSEE, records may also be hyperlinked to www.Infogroup.com.

The ARC EMPLOYER DATABASE will be made available through a variety of means and media, including but not limited to standalone PC's, client-server systems and Internet/Intranet systems. The information in the ARC EMPLOYER DATABASE may be displayed, downloaded, printed, and used for other activities related to the purposes above.

### 3. SEARCH CRITERIA AND LEVELS OF USER ACCESS

- a. Search Criteria: Internet applications developed by or on behalf of LICENSEE for use by INTERMEDIATE and END USERS will have the capability to search, display, print and download the ARC EMPLOYER DATABASE subject to the following conditions:
  - 1. Business category searches will be limited to a single business category (2-digit NAICS code or SIC code) at one time; multiple NAICS code or SIC code searches are also allowed through an occupational search.
  - 2. All searches must include a geographical area <u>and</u> at least one of the following elements: company name, business description, 2-digit NAICS code or SIC code, or an occupational search. Intermediate Users may also search by a geographical area and employee size. A geographical search area can cross state boundaries, but a geographical search cannot encompass two or more States in their entirety.
  - 3. Employee size searches may be a custom range, provided that the range spans at least 10 employees.
  - 4. If the credit code is displayed, the following language must also be displayed, "The information or data obtained from Infogroup shall not be used in any manner as a factor in establishing an employer's eligibility for credit." A credit code is a credit "score" established by Infogroup to assist in determining a business' ability to pay.
  - 5. In response to a search query, LICENSEE may publish a map portraying an unlimited number of employer records using thematic shading, colors, dots or other symbols, along with aggregate level data (e.g., number of employers, total employment), provided such display prevents the automated data extraction (e.g. web scraping) of individual employer information from the results.
- b. Levels of USER Access: The ARC EMPLOYER DATABASE may be used according to the following levels of USER access:

- END USER: END USERS may search and retrieve information based on the data elements listed under "User Search Elements" in Attachment 1 attached hereto and incorporated herein. In addition, LICENSEE shall implement the following restrictions on END USERS' level of access:
  - a. After completing an initial search, END USERS may receive an unlimited number of records of which not more than fifty (50) partial records can be displayed in a list at one time. A partial record may include some or all of the data elements shown in the column entitled "Partial Display" in Attachment 1.
  - b. From the partial record display, END USERS may click on a partial record to see the full record display for that business. A full record display may include some or all of the data elements shown in the column entitled "Full-Record Display" in Attachment 1.
  - c. END USERS may print, download or email the data elements shown in the column entitled "Export Elements" in Attachment 1 for up to fifty (50) records per single request. Before providing the "Export Elements," LICENSEE must control access to the ARC Employer Database as outlined in Section 2.e.1.
  - d. END USERS may transmit or communicate the data elements shown in the column entitled "Linkable Elements" in Attachment 1 to another system.
  - e. END USERS will not be able to view any email addresses in the ARC EMPLOYER DATABASE.
- INTERMEDIATE USER: INTERMEDIATE USERS may search and retrieve information based on the data elements listed under "User Search Elements" in Attachment 2 attached hereto and incorporated herein. In addition, LICENSEE shall implement the following restrictions on INTERMEDIATE USERS' level of access:
  - a. After completing an initial search, INTERMEDIATE USERS may receive an unlimited number of records of which not more than two hundred fifty (250) partial records can be displayed in a list at one time. A partial record may include some or all of the data elements shown in the column entitled "Partial Display" in Attachment 2.
  - b. From the partial record display, INTERMEDIATE USERS may click on a partial display to see the full record display for that business. A full record display may include some or all of the data elements shown in the column entitled "Full-Record Display" in Attachment 2.
  - c. INTERMEDIATE USERS may print, download or email the data elements shown in the column entitled "Export Elements" in Attachment 2 for up to two hundred fifty (250) records per single request. Before providing the "Export Elements," LICENSEE must control access to the ARC Employer Database as outlined in Section 2.e.1.
  - d. INTERMEDIATE USERS may transmit or communicate the data elements shown in the column entitled "Linkable Elements" in Attachment 2 to another system.

- e. INTERMEDIATE USERS may view, print or download email addresses in the ARC EMPLOYER DATABASE as provided in Attachment 2. INTERMEDIATE USERS shall use the Email addresses solely for purposes related to the USES defined in this LICENSE AGREEMENT and shall abide by "opt in-opt out" principals, giving recipients the ability to "opt in" or "opt out" of receiving further emails.
- 3. LICENSEE: LICENSEE may search and retrieve information based on the data elements listed under "User Search Elements" in Attachment 3 attached hereto and incorporated herein. In addition, LICENSEE's level of access is limited as follows:
  - After completing an initial search, LICENSEE may retrieve and display an unlimited number of records.
  - b. LICENSEE may print or download an unlimited number of records containing the data elements shown in the column entitled "Export Elements" in Attachment 3.
  - c. LICENSEE may transmit or communicate the data elements shown in the column entitled "Linkable Elements" in Attachment 3 to another system.
  - d. LICENSEE may view, print or download email addresses in the ARC EMPLOYER DATABASE. LICENSEE shall use email addresses solely for purposes related to the USES defined in this AGREEMENT and shall abide by "opt in-opt out" principals, giving recipients the ability to "opt in" or "opt out" of receiving further emails.
  - e. LICENSEE may use the ARC EMPLOYER DATABASE to enhance existing employer name and address files, subject to the following terms:
    - 1. For any individual records that are enhanced using the ARC EMPLOYER DATABASE, LICENSEE will identify the enhanced individual record as having been enhanced using the ARC EMPLOYER DATABASE by appending the Infogroup unique identification number to each individual record enhanced.
    - For any individual Infogroup elements from the ARC EMPLOYER DATABASE that are added to existing employer name and address files, LICENSEE will identify the Infogroup elements as having been obtained from the ARC EMPLOYER DATABASE, copyright Infogroup.
    - 3. Enhanced employer name and address files shall only be used by the LICENSEE and, except as provided for in this subsection, shall not be made available to any other person or entity. The LICENSEE may share enhanced employer name and address files with INTERMEDIATE and END USERS at the level of access provided for such USERS in the Grant of License under this LICENSE AGREEMENT.

# 4. COMPENSATION

The parties acknowledge that Infogroup shall be compensated for the Services and Deliverables and all costs associated with this LICENSE AGREEMENT according to the terms of Exhibit 4 of the MASTER CONTRACT and that LICENSEE shall not otherwise be required to pay any costs or fees in conjunction with this LICENSE AGREEMENT, with the exception of an optional API connection to an on-line Infogroup business database and for uses of the ARC Employer Database outside the terms of the Master Contract as shown in Exhibit 4A. Under the MASTER CONTRACT, Infogroup is required to deliver to the LICENSEE the UNCOMPRESSED DATABASE on DVD and by FTP, and the ARC Employer Database DVD in the quantity identified by LICENSEE.

# 5. DELIVERY

- a. Infogroup will supply the LICENSEE with the most current version of the UNCOMPRESSED DATABASE and ARC Employer Database DVDs in accordance with the time frames established in the MASTER CONTRACT.
- b. Infogroup shall deliver the initial version of the UNCOMPRESSED DATABASE and copies of the ARC EMPLOYER DATABASE DVD to the LICENSEE as provided in Attachment 3 and Attachment 4 of the MASTER CONTRACT. Infogroup shall send the UNCOMPRESSED DATABASE in the required format through DVD and FTP technology and the number of ARC EMPLOYER DATABASE DVDs requested by the LICENSEE by land-based delivery means. Infogroup will also provide a more frequently updated Infogroup business database through API. The delivery of the ARC Employer Database (DVD, FTP, API) will be coordinated between Infogroup and the LICENSEE. The contact information for the LICENSEE for these purposes is as follows: (please type)

Agency Name:	_
Agency Contact:	_
Address:	_
Email Address:	_

Delivery of subsequent updates shall not require a new LICENSE AGREEMENT.

### 6. TERM

- a. The term of this LICENSE AGREEMENT shall be from the License Agreement Effective Date through the end date of the MASTER CONTRACT, unless terminated earlier in accordance with the termination provisions of this LICENSE AGREEMENT or of the MASTER CONTRACT.
- b. THE LICENSEE SHALL BE ABLE TO USE THE DATABASE AND DVD SUPPLIED UNDER THIS LICENSE AGREEMENT FOR A MINIMUM OF FIFTEEN MONTHS FOLLOWING TERMINATION OF THIS LICENSE AGREEMENT, OR ANY EXTENSION THEREOF, AND THE DATA SUPPLIED UNDER THIS LICENSE AGREEMENT SHALL REMAIN AVAILABLE TO THE LICENSEE FOR THIS PERIOD OF TIME.

# 7. TERMINATION

The LICENSEE may terminate this LICENSE AGREEMENT in accordance with the termination provisions of the MASTER CONTRACT. In addition, LICENSEE may elect to voluntarily terminate this LICENSE AGREEMENT, at any time and for any reason, with thirty (30) days' written notice to Infogroup.

Termination for Cause: Infogroup may terminate this LICENSE AGREEMENT for the breach of any material term, condition or provision contained herein, if such breach is not cured within sixty (60) days of the LICENSEE'S receipt of InfoGroup's written notice of breach.

# 8. MODIFICATION

No modification of this LICENSE AGREEMENT shall be binding upon the LICENSEE and Infogroup unless made in writing and signed by duly authorized officers of both parties.

### 9. NOTICES

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by hard copy or electronic mail delivery and shall be addressed to each party as follows:

If to the LICENSEE:

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If to the LICENSOR: Infogroup Inc.

Director, Government Division

1020 East 1st Street Papillion, NE 68046

government@infogroup.com

With a copy to: Connecticut Department of Labor

Office of Research

Attn: ARC Employer Database Project Manager

200 Folly Brook Boulevard Wethersfield, CT 06109 alan.sylvestre@ct.gov

Each such notice shall be deemed to have been provided at the earliest of: (a) at the time it is actually received; or, (b) within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

# 10. WARRANTIES

The provisions of the Master Contract are incorporated by reference into this LICENSE AGREEMENT.

The LICENSEE acknowledges that Infogroup's Database used to create the ARC Employer Database contains information compiled from telephone directories, annual reports, 10K filings, trade journals and other sources which Infogroup does not control. The creation of the ARC Employer Database is dependent on a number of automated and non-automated systems and although infrequent, errors do occur. The parties acknowledge that some errors of omission and erroneous entries are and will continue to be present in the ARC Employer Database. Without limiting the forgoing, the ARC Employer Database is provided on a strictly "as is" basis. Infogroup does not assure or warrant the correctness, comprehensiveness or completeness of the ARC Employer Database.

The LICENSEE shall have 30 days after receipt of deliverables to inspect them and to notify Infogroup of any problems or mistakes. If Infogroup has made a material mistake in a deliverable, Infogroup shall promptly correct the mistake at no charge. If the Licensee does not notify Infogroup of any problems or mistakes within the 30 day period, Infogroup shall have no obligation to correct the mistake for such deliverable but shall correct the mistake in the next scheduled deliverable.

The LICENSEE acknowledges that the ARC Employer Database may fail to function in connection with any equipment, software or database which has not been clearly identified in this Contract or which is not in a record layout accepted by ARC. The parties acknowledge that the record layout format accepted by ARC may evolve over time. The parties acknowledge that many factors impact whether any particular individual is successful in finding a job. As a result, the parties agree that Infogroup does not make any guarantees to the Licensee or Users that any individual User of the ARC Employer Database will secure employment or obtain the desired results

### 11. MISCELLANEOUS

- a. LICENSEE shall provide a signed copy of this LICENSE AGREEMENT to Infogroup and the Department. Copies may be provided electronically to the Department.
- b. LICENSEE shall comply with all federal, state, and local laws, rules and regulations applicable to its use of the ARC EMPLOYER DATABASE under the terms of this LICENSE AGREEMENT including the various "Do Not Call" regulations and CAN-SPAM Act. LICENSEE shall, only to the extent indemnification is consistent with any constitutional or statutory limitations on the LICENSEE's ability to indemnify others, indemnify and hold Infogroup harmless against all claims directly related to LICENSEE's failure to comply with such laws, rules and regulations. Nothing in this provision shall be construed as a limitation or waiver of LICENSEE's sovereign immunity if LICENSEE is a governmental entity.
- c. The laws of the state of the LICENSEE shall govern and determine all matters arising out of or in connection with this LICENSE AGREEMENT without regard to the conflict of law provisions LICENSEE's state. Any litigation in connection with this LICENSE AGREEMENT shall be brought in the appropriate state court in the LICENSEE's state. This provision shall not be construed as waiving any immunity from suit or liability, including without limitation, sovereign immunity, which may be available to the LICENSEE.

# 12. EXECUTION

Date

**LICENSEE** 

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above License Agreement and have caused their duly authorized representatives to execute this License Agreement.

# Signature Name Title Date INFOGROUP Justicus Littlefield (Dec 9, 2014) Signature Gretchen Littlefield Name President, Infogroup Media Solutions Title Dec 9, 2014

# **End User License Permissions:**

	u Osei Licelise Pelillissio						
			User Search			_	
	Infogroup	EmpDB	Elements	Partial	Full-Record	Export	Linkable
. [	Elements	Elements	(see notes)	Display	Display	Elements	Elements
1	State FIPS	stfips	YES	YES	YES	YES	YES
2	Area Type	areatype	YES	YES	YES	YES	YES
3	Township FIPS	area	YES	YES	YES	YES	YES
4	IUSA ID	uniqueid					
5	FEIN	fein					
6	Last Update	lastupdate					
7	Company Name	name	YES	YES	YES	YES	YES
8	Location Address	addressP	YES (note 2)	YES (note 2)	YES	YES	YES
9	Location City	cityP	YES	YES	YES	YES	YES
10	Location State	stateP	YES	YES	YES	YES	YES
11	Location Zip	zipcodeP	YES		YES	YES	YES
12	Location Zip + 4	zipplusP			YES	YES	YES
13	Latitude	latitude	YES				YES
14	Longitude	Iongitude	YES				YES
15	Geo Precision Code	geopcode					YES
16	Census Tract	censustract					YES
17	Census Block Group	censusblockgrp					YES
18	Mailing Address	addressM	YES (note 2)	YES (note 2)	YES	YES	YES
19	Mailing City	cityM	YES	YES	YES	YES	YES
20	Mailing State	stateM	YES	YES	YES	YES	YES
21	Mailing Zip	zipcodeM	YES		YES	YES	YES
22	Mailing Zip + 4	zipplusM			YES	YES	YES
23	Landmark Address	addressL	YES (note 2)	YES (note 2)	YES	YES	YES
24	Landmark City	cityL	YES	YES	YES	YES	YES
25	Landmark State	stateL	YES	YES	YES	YES	YES
26	Landmark Zip	zipcodeL	YES		YES	YES	YES
27	Landmark Zip + 4	zipplusL			YES	YES	YES
28	Telephone Number	telenum			YES	YES	YES
29	Contact Last Name	cntctlname			YES	YES	YES
30	Contact First Name	cntctfname			YES	YES	YES
31	Contact Title	cntcttitle			YES	YES	YES
32	Contact Title Code	contacttitlecode					
33	Contact Professional Title	contactprotitle			YES	YES	YES
34	Contact Gender	contactgender					
35	Email address	contactemail					
36	Toll free Telephone	tollfreetele			YES	YES	YES
37	Fax Number	faxnumber			YES	YES	YES
38	Web URL	weburl			YES	YES	YES
39	Business Description	busdesc	YES (note 3)	YES	YES	YES	YES
40	Primary SIC Code	primarysic	YES (note 3)	YES	YES	YES	YES

Continued on next page

# **End User License Permissions:**

			User Search				
	Infogroup	EmpDB	Elements	Partial	Full-Record	Export	Linkable
	Elements	Elements	(see notes)	Display	Display	Elements	Elements
41	SIC Code #2	sic2			YES	YES	YES
42	SIC Code #3	sic3			YES	YES	YES
43	SIC Code #4	sic4			YES	YES	YES
44	SIC Code #5	sic5			YES	YES	YES
45	Primary NAICS Code	primnaics	YES (note 3)	YES	YES	YES	YES
46	NAICS #2	naics2			YES	YES	YES
47	NAICS #3	naics3			YES	YES	YES
48	NAICS #4	naics4			YES	YES	YES
49	NAICS #5	naics5			YES	YES	YES
50	Private/Government Status	privgovsta	YES		YES	YES	YES
51	Location Status: HQ, Sub, Branch	locstat					
52	Stock Exchange	stockexchcode			YES	YES	YES
53	Stock Ticker	stockticker			YES	YES	YES
54	White Collar Percentage	whitecollarpct					
55	White Collar Indicator	whitecollarind					
56	Employee Size Range	empsizrng	YES (note 4)	YES	YES	YES	YES
57	Employee Size Value	empsizval			YES	YES	YES
58	Employee Size Flag	empsizflg					
59	Annual Sales Range	annsalrng	YES	YES	YES	YES	YES
60	Annual Sales Value	annsalval			YES	YES	YES
61	Annual Sales Flag	annsalflg					
62	Year Established	yearest			YES	YES	YES
63	Credit Code	creditcd			YES (note 5)	YES (note 5)	YES
64	HQ IUSAID	hdqtrsid					
65	Parent IUSAID	parentid					
66	Ultimate Parent IUSAID	ultparentid					
67	Foreign Parent Indicator	foreignparentind					
68	Export/Import Indicator	exportimportind					
69	Professional/Firm Indicator	businesstype					
70	Work at Home Indicator	workathome					

# NOTES:

BLANK - Indicates element is not licensed for "End User" level use.

- (1) All End User searches must include a geographical area and at least one of the following elements: Name, Busdesc, 2-digit NAICS/SIC code, or an occupational search. A geographic search area can cross state boundaries, but the largest geographical search area cannot encompass two or more states in their entirety.
- (2) Partial address means street name only. For example, "123 Main St" is displayed as "Main St".
- (3) One 2-digit NAICS/SIC code or Busdesc search allowed at one time; multiple 2-digit NAICS/SIC code searches allowed through an occupational search (Linkable Elements).
- (4) A custom range is allowed, provided that the range spans at least 10 employees.
- (5) Each display of the Credited must include the following language: "The Infogroup data shall not be used in any manner as a factor in establishing an employer's eligibility for credit."

For the purpose of this exhibit "state" also includes the District of Columbia and US territories.

# **Intermediate User License Permissions:**

			User Search				
	Infogroup	EmpDB	Elements	Partial	Full-Record	Export	Linkable
	Elements	Elements	(see note 1)	Display	Display	Elements	Elements
1	State FIPS	stfips	YES	YES	YES	YES	YES
2	Area Type	areatype	YES	YES	YES	YES	YES
3	Township FIPS	area	YES	YES	YES	YES	YES
4	IUSA ID	uniqueid	YES	YES	YES	YES	YES
5	FEIN	fein					
6	Last Update	lastupdate					
7	Company Name	name	YES	YES	YES	YES	YES
8	Location Address	addressP	YES	YES	YES	YES	YES
9	Location City	cityP	YES	YES	YES	YES	YES
10	Location State	stateP	YES	YES	YES	YES	YES
11	Location Zip	zipcodeP	YES	YES	YES	YES	YES
12	Location Zip + 4	zipplusP		YES	YES	YES	YES
13	Latitude	latitude	YES				YES
14	Longitude	Iongitude	YES				YES
15	Geo Precision Code	geopcode					YES
16	Census Tract	censustract	YES	YES	YES	YES	YES
17	Census Block Group	censusblockgrp	YES	YES	YES	YES	YES
18	Mailing Address	addressM	YES	YES	YES	YES	YES
19	Mailing City	cityM	YES	YES	YES	YES	YES
20	Mailing State	stateM	YES	YES	YES	YES	YES
21	Mailing Zip	zipcodeM	YES	YES	YES	YES	YES
22	Mailing Zip + 4	zipplusM		YES	YES	YES	YES
23	Landmark Address	addressL	YES	YES	YES	YES	YES
24	Landmark City	cityL	YES	YES	YES	YES	YES
25	Landmark State	stateL	YES	YES	YES	YES	YES
26	Landmark Zip	zipcodeL	YES	YES	YES	YES	YES
27	Landmark Zip + 4	zipplusL		YES	YES	YES	YES
28	Telephone Number	telenum			YES	YES	YES
29	Contact Last Name	cntctlname		YES	YES	YES	YES
30	Contact First Name	cntctfname		YES	YES	YES	YES
31	Contact Title	cntcttitle		YES	YES	YES	YES
32	Contact Title Code	contacttitlecode					YES
33	Contact Professional Title	contactprotitle		YES	YES	YES	YES
34	Contact Gender	contactgender					
35	Email address	contactemail			YES (note 2)	YES (note 2)	YES (note 2)
36	Toll free Telephone	tollfreetele			YES	YES	YES
37	Fax Number	faxnumber			YES	YES	YES
38	Web URL	weburl			YES	YES	YES
39	Business Description	busdesc	YES	YES	YES	YES	YES
40	Primary SIC Code	primarysic	YES	YES	YES	YES	YES

Continued on next page

# **Intermediate User License Permissions:**

			User Search				
	Infogroup	EmpDB	Elements	Partial	Full-Record	Export	Linkable
	Elements	Elements	(see note 1)	Display	Display	Elements	Elements
41	SIC Code #2	sic2			YES	YES	YES
42	SIC Code #3	sic3			YES	YES	YES
43	SIC Code #4	sic4			YES	YES	YES
44	SIC Code #5	sic5			YES	YES	YES
45	Primary NAICS Code	primnaics	YES	YES	YES	YES	YES
46	NAICS #2	naics2			YES	YES	YES
47	NAICS #3	naics3			YES	YES	YES
48	NAICS #4	naics4			YES	YES	YES
49	NAICS #5	naics5			YES	YES	YES
50	Private/Government Status	privgovsta	YES	YES	YES	YES	YES
51	Location Status: HQ, Sub, Branch	locstat			YES	YES	YES
52	Stock Exchange	stockexchcode			YES	YES	YES
53	Stock Ticker	stockticker			YES	YES	YES
54	White Collar Percentage	whitecollarpct					
55	White Collar Indicator	whitecollarind					
56	Employee Size Range	empsizrng	YES (note 3)	YES (note 3)	YES (note 3)	YES (note 3)	YES
57	Employee Size Value	empsizval			YES	YES	YES
58	Employee Size Flag	empsizflg					
59	Annual Sales Range	annsalrng	YES	YES	YES	YES	YES
60	Annual Sales Value	annsalval			YES	YES	YES
61	Annual Sales Flag	annsalflg					
62	Year Established	yearest	YES		YES	YES	YES
63	Credit Code	creditcd	YES (note 4)	YES (note 4)	YES (note 4)	YES (note 4)	YES
64	HQ IUSAID	hdqtrsid			YES (note 5)	YES (note 5)	YES (note 5)
65	Parent IUSAID	parentid			YES (note 5)	YES (note 5)	YES (note 5)
66	Ultimate Parent IUSAID	ultparentid			YES (note 5)	YES (note 5)	YES (note 5)
67	Foreign Parent Indicator	foreignparentind	YES		YES	YES	YES
68	Export/Import Indicator	exportimportind	YES		YES	YES	YES
69	Professional/Firm Indicator	businesstype					
70	Work at Home Indicator	workathome					

# NOTES:

BLANK - Indicates element is not licensed for "Intermediate User" level use.

- (1) All Intermediate User searches must include a geographical area. A geographical search area can cross state boundaries, but the largest geographical search area cannot encompass two or more states in their entirety.
- (2) If Contactemail is used, recipients must be given the ability to "opt-in" or "opt-out" of receiving further emails.
- (3) A custom range is allowed, provided that the range spans at least 10 employees.

  Each display of the Credited must include the following language: "The Infogroup data shall not be used in any manner as a factor in
- (4) establishing an employer's eligibility for credit."
- (5) Each corporate level may display, print, or link to the next higher corporate level.

For the purpose of this exhibit "state" also includes the District of Columbia and US territories.

# **Licensee Permissions:**

	Infogroup	EmpDB	User Search	Partial	Full-Record	Export	Linkable
	Elements	Elements	Elements	Display	Display	Elements	Elements
1	State FIPS	stfips	YES	YES	YES	YES	YES
2	Area Type	areatype	YES	YES	YES	YES	YES
3	Township FIPS	area	YES	YES	YES	YES	YES
4	IUSA ID	uniqueid	YES	YES	YES	YES	YES
5	FEIN	fein	YES	YES	YES	YES	YES
6	Last Update	lastupdate	YES	YES	YES	YES	YES
7	Company Name	name	YES	YES	YES	YES	YES
8	Location Address	addressP	YES	YES	YES	YES	YES
9	Location City	cityP	YES	YES	YES	YES	YES
10	Location State	stateP	YES	YES	YES	YES	YES
11	Location Zip	zipcodeP	YES	YES	YES	YES	YES
12	Location Zip + 4	zipplusP	YES	YES	YES	YES	YES
13	Latitude	latitude	YES	YES	YES	YES	YES
14	Longitude	longitude	YES	YES	YES	YES	YES
15	Geo Precision Code	geopcode	YES	YES	YES	YES	YES
16	Census Tract	censustract	YES	YES	YES	YES	YES
17	Census Block Group	censusblockgrp	YES	YES	YES	YES	YES
18	Mailing Address	addressM	YES	YES	YES	YES	YES
19	Mailing City	cityM	YES	YES	YES	YES	YES
20	Mailing State	stateM	YES	YES	YES	YES	YES
21	Mailing Zip	zipcodeM	YES	YES	YES	YES	YES
22	Mailing Zip + 4	zipplusM	YES	YES	YES	YES	YES
23	Landmark Address	addressL	YES	YES	YES	YES	YES
24	Landmark City	cityL	YES	YES	YES	YES	YES
25	Landmark State	stateL	YES	YES	YES	YES	YES
26	Landmark Zip	zipcodeL	YES	YES	YES	YES	YES
27	Landmark Zip + 4	zipplusL	YES	YES	YES	YES	YES
28	Telephone Number	telenum	YES	YES	YES	YES	YES
29	Contact Last Name	cntctlname	YES	YES	YES	YES	YES
30	Contact First Name	cntctfname	YES	YES	YES	YES	YES
31	Contact Title	cntcttitle	YES	YES	YES	YES	YES
32	Contact Title Code	contacttitlecode	YES	YES	YES	YES	YES
33	Contact Professional Title	contactprotitle	YES	YES	YES	YES	YES
34	Contact Gender	contactgender	YES	YES	YES	YES	YES
35	Email address	contactemail	YES	YES	YES	YES	YES
36	Toll free Telephone	tollfreetele	YES	YES	YES	YES	YES
37	Fax Number	faxnumber	YES	YES	YES	YES	YES
38	Web URL	weburl	YES	YES	YES	YES	YES
39	Business Description	busdesc	YES	YES	YES	YES	YES
40	Primary SIC Code	primarysic	YES	YES	YES	YES	YES

Continued on next page

# **Licensee Permissions:**

	Infogroup	EmpDB	User Search	Partial	Full-Record	Export	Linkable
	Elements	Elements	Elements	Display	Display	Elements	Elements
41	SIC Code #2	sic2	YES	YES	YES	YES	YES
42	SIC Code #3	sic3	YES	YES	YES	YES	YES
43	SIC Code #4	sic4	YES	YES	YES	YES	YES
44	SIC Code #5	sic5	YES	YES	YES	YES	YES
45	Primary NAICS Code	primnaics	YES	YES	YES	YES	YES
46	NAICS #2	naics2	YES	YES	YES	YES	YES
47	NAICS #3	naics3	YES	YES	YES	YES	YES
48	NAICS #4	naics4	YES	YES	YES	YES	YES
49	NAICS #5	naics5	YES	YES	YES	YES	YES
50	Private/Government Status	privgovsta	YES	YES	YES	YES	YES
51	Location Status: HQ, Sub, Branch	locstat	YES	YES	YES	YES	YES
52	Stock Exchange	stockexchcode	YES	YES	YES	YES	YES
53	Stock Ticker	stockticker	YES	YES	YES	YES	YES
54	White Collar Percentage	whitecollarpct	YES	YES	YES	YES	YES
55	White Collar Indicator	whitecollarind	YES	YES	YES	YES	YES
56	Employee Size Range	empsizrng	YES	YES	YES	YES	YES
57	Employee Size Value	empsizval	YES	YES	YES	YES	YES
58	Employee Size Flag	empsizflg	YES	YES	YES	YES	YES
59	Annual Sales Range	annsalrng	YES	YES	YES	YES	YES
60	Annual Sales Value	annsalval	YES	YES	YES	YES	YES
61	Annual Sales Flag	annsalflg	YES	YES	YES	YES	YES
62	Year Established	yearest	YES	YES	YES	YES	YES
63	Credit Code	creditcd	YES	YES	YES	YES	YES
64	HQ IUSAID	hdqtrsid	YES	YES	YES	YES	YES
65	Parent IUSAID	parentid	YES	YES	YES	YES	YES
66	Ultimate Parent IUSAID	ultparentid	YES	YES	YES	YES	YES
67	Foreign Parent Indicator	foreignparentind	YES	YES	YES	YES	YES
68	Export/Import Indicator	exportimportind	YES	YES	YES	YES	YES
69	Professional/Firm Indicator	businesstype	YES	YES	YES	YES	YES
70	Work at Home Indicator	workathome	YES	YES	YES	YES	YES

For the purpose of this exhibit "state" also includes the District of Columbia and US territories.

# Index to Columns in Attachments 1, 2 and 3

User Search Elements - Elements that can be used in a search query

Partial Display - Elements that can be included in an initial display following a search query

Full-Record Display - Elements that can be included in a full-record display

Export Elements - Elements that can be obtained by a User by printing, download, attachment to email, or other means.

Linkable Elements - Elements that can be passed to or used to connect to another system (e.g., mapping, web browser, email, occupational exploration)