**Infogroup**

**ARC Employer Database Intermediate User**

**Sublicense Agreement**

This ARC Employer Database Sublicense Agreement (“SUBLICENSE AGREEMENT”) made and entered on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Sublicense Agreement Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “LICENSEE”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “INTERMEDIATE USER”) whose address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and Infogroup Inc. (“Infogroup” or ”Licensor”), whose business address is 1020 East 1st Street, P.O. Box 27347, Papillion, Nebraska 68046

**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 (“MASTER CONTRACT”) by and between Infogroup, the State of Connecticut and the LICENSEE.

The LICENSEE grants to the INTERMEDIATE USER for use of the ARC Employer Database and the ARC Employer Database DVD supplied by Infogroup, for the express USES and USERS defined herein and subject to the terms and conditions contained within that contract and as provided in this SUBLICENSE AGREEMENT. All capitalized terms not specifically defined herein shall have the meanings ascribed to them in the MASTER CONTRACT.

1. DEFINITIONS
	1. 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.
	2. ARC EMPLOYER DATABASE: The compilation of employer records supplied by Infogroup under the terms described in the MASTER CONTRACT.
	3. ARC EMPLOYER DATABASE DVD: The DVD product containing the ARC EMPLOYER DATABASE and software applications developed by Infogroup to enable USERs to use the ARC EMPLOYER DATABASE in accordance with the terms of this SUBLICENSE AGREEMENT.
	4. END USER: An individual who accesses the ARC EMPLOYER DATABASE through a LICENSEE or INTERMEDIATE USER to obtain employer information.
	5. 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.
	6. 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.
	1. 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.
1. GRANT OF LICENSE
	1. Subject to the terms and conditions of this SUBLICENSE AGREEMENT, LICENSEE hereby grants to the INTERMEDIATE USER a limited, non-exclusive license to use the ARC EMPLOYER DATABASE for the USES defined in this AGREEMENT. All such USES shall conform to the levels of access as provided in Section 3 of this SUBLICENSE AGREEMENT.
	2. INTERMEDIATE USER shall: (i) enter into a sublicense agreement with the LICENSEE; (ii) 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.
	3. 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 INTERMEDIATE USER for records containing contents of the ARC EMPLOYER DATABASE, INTERMEDIATE USER will promptly notifyInfogroup to allow Infogroup the opportunity to seek a protective order for the information requested.
	4. INTERMEDIATE USER shall use commercially reasonable efforts to establish and maintain a system of data security designed to control access to the ARC EMPLOYER DATABASE and to seek to prevent USERS from creating mailing or telemarketing lists from the ARC EMPLOYER DATABASE, unless authorized in this SUBLICENSE AGREEMENT.
	5. 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.

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.

1. SEARCH CRITERIA AND LEVELS OF USER ACCESS
	1. 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 and 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.
	2. Levels of USER Access: The ARC EMPLOYER DATABASE may be used according to the following levels of USER access:
		1. 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:
			1. 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.
			2. 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.
			3. 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.
			4. END USERS may transmit or communicate the data elements shown in the column entitled “Linkable Elements” in Attachment 1 to another system.
			5. END USERS will not be able to view any email addresses in the ARC EMPLOYER DATABASE.
		2. 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:
			1. 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.
			2. 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.
			3. 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.
			4. INTERMEDIATE USERS may transmit or communicate the data elements shown in the column entitled “Linkable Elements” in Attachment 2 to another system.
			5. 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 SUBLICENSE AGREEMENT and shall abide by “opt in-opt out” principals, giving recipients the ability to “opt in” or “opt out” of receiving further emails.
2. COMPENSATION

The parties acknowledge that Infogroup shall be compensated for the Services and Deliverables and all costs associated with this SUBLICENSE 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 SUBLICENSE 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.

1. DELIVERY
	1. Infogroup shall deliver the most current version of the UNCOMPRESSED DATABASE and the ARC EMPLOYER DATABASE DVDs to the LICENSEE as provided in Attachment 3 and Attachment 4 of the MASTER CONTRACT. The delivery of the ARC Employer Database (DVD, FTP, API) will be coordinated between LICENSEE and INTERMEDIATE USER. The contact information for the INTERMEDIATE USER for these purposes is as follows: (please type)

Intermediate User Name: \_

 Intermediate User Contact: \_

 Address: \_

 Email Address: \_

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

1. TERM
	1. The term of this SUBLICENSE AGREEMENT shall be from the Sublicense Agreement Effective Date through the end date of the MASTER CONTRACT, unless terminated earlier in accordance with the termination provisions of this SUBLICENSE AGREEMENT or of the MASTER CONTRACT.
2. TERMINATION
	1. The LICENSEE and/or Infogroup may terminate this SUBLICENSE AGREEMENT for the breach of any material term, condition or provision contained herein, if such a breach is not cured within sixty (60) days of the INTERMEDIATE USER’S receipt of a written notice of breach.
	2. In addition, LICENSEE may elect to voluntarily terminate this SUBLICENSE AGREEMENT, at any time and for any reason, with thirty (30) days written notice to INTERMEDIATE USER.
3. MODIFICATION

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

1. 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:

 To the INTERMEDIATE USER: \_

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 If to the LICENSEE: \_

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 With a notice to: Infogroup, Inc.

 Director, Government Division

 1020 East 1st Street

 Papillion, NE 68046

 government@infogroup.com

 With a notice to:

 Attn: ARC Employer Database Project Manager

 Connecticut Department of Labor

 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.

1. WARRANTIES

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

1. MISCELLANEOUS
	1. LICENSEE shall provide a notice of this SUBLICENSE AGREEMENT to Infogroup and the Connecticut Department of Labor. Notice may be provided electronically to the Infogroup and the Department.
	2. INTERMEDIATE USER 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 SUBLICENSE AGREEMENT including the various “Do Not Call” regulations and the CAN-SPAM Act. INTERMEDIATE USER shall, only to the extent indemnification is consistent with any constitutional or statutory limitations on the INTERMEDIATE USER’S ability to indemnify others, indemnify and hold LICENSEE and Infogroup harmless against all claims directly related to INTERMEDIATE USER’S failure to comply with such laws, rules and regulations. Nothing in this provision shall be construed as a limitation or waiver of INTERMEDIATE USER’S sovereign immunity if INTERMEDIATE USER is a governmental entity.
	3. The laws of the state of the LICENSEE shall govern and determine all matters arising out of or in connection with this SUBLICENSE AGREEMENT without regard to the conflict of law provisions LICENSEE’s state. Any litigation in connection with this SUBLICENSE 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 INTERMEDIATE USER.
2. EXECUTION

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.

***INTERMEDIATE USER***

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Signature

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Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

***LICENSEE***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

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Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date



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