



This Order is subject to the Master Agreement between Customer and Dun & Bradstreet, Inc. ("D&B") dated March 25th, 2009. This Order is not valid until a Master Agreement has been executed between the parties. Notwithstanding anything to the contrary contained in the Master Agreement, this Order constitutes Customer's binding commitment for the term of this Order.

**Order #:**  
1098206

**Effective Date:**  
04/24/17

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

Customer may only make Services under this Order available to entities located in the United States that are subsidiaries, divisions or affiliates, wholly-owned or controlled by Customer ("US Affiliates") and identified on a "Schedule of Affiliates" attached to this Order and that are not currently eligible to receive any Services included herein under an existing agreement with D&B to support their respective US businesses.

**Customer Name:** City Of San Antonio

**Governing Master Agreement DUNS #:** 066428400

**Subscriber #:** 263935754

Product Description	Quantity
Supplier Risk Manager	
Includes: Supply Base Module	
Includes: Alerts Module	
Includes: Locator Module	
Includes: Survey Module	
Up to 500 Registered and/or Watchlist suppliers in total based on Unique Duns	
International Watchlist: Up to 10% of Registered Supply Base	
Additional Supplier cost: \$350.00 per 50, up to a maximum of 200 Additional Suppliers	

International Watchlist allows up to the above percentage of Registered Supply Base for International Watchlist outside of the US and Canada.

**ADDITIONAL RECORDS**

Term for additional records will coincide with the contract year listed herein.

**TERM OF LICENSE: 36 Months**

Each period, the duration of which is set forth herein, is a "Contract Year". Contract Year begins on the Effective Date unless otherwise stated herein. Parties recognize that the City shall pay for 12 months of services at the beginning of each Contract Year, and that the Contract Year extends beyond the City's fiscal year. In the event that the city does not pass a budget or if funding is reduced in future budget years for this contract, the City shall have the option to either cancel the contract at the annual contract anniversary date, or offer an agreement amendment to the Contractor to reflect the reduced amount.


Product Item / Name	Contract Year 1	Contract Year 2	Contract Year 3	Grand Total
<b>SMS Supplier Risk Manager</b>	12 Months	12 Months	12 Months	
Contract Year Sub Total:	\$24,181.50	\$24,181.50	\$24,181.50	\$72,544.50
Payment Terms Fee:	\$0.00	\$0.00	\$0.00	\$0.00
Contract Year Total:	\$24,181.50	\$24,181.50	\$24,181.50	\$72,544.50

<b>Payment Terms:</b>
Annual Effective Date

<b>Payment Method:</b>
Pay By Cash/Check

Shipping and sales taxes will be billed to the Customer as applicable.

**AGREED TO BY:**

<b>DUN &amp; BRADSTREET, INC.</b>	<b>CUSTOMER</b>
Authorized Signature: 	Authorized Signature: _____
Name (Please Print): Jason Levine	Name (Please Print):
Title: Relationship Manager Date: 03/08/2017	Title: Date:
Account Rep Details	
RM Name: Jason Levine	RM Telephone #: (303)499-1844
RM #: _____	Center/ORC #: 3065
	RM eMail: levinej@dnb.com

<b>Billing Address:</b>		<b>Shipping Address:</b>	
<b>Attention:</b> General Accounting		<b>Attention:</b> General Accounting	
<b>Address 1:</b> PO Box 839976		<b>Address 1:</b> PO Box 839976	
<b>Address 2:</b>		<b>Address 2:</b>	
<b>City:</b> San Antonio		<b>City:</b> San Antonio	
<b>State/Province:</b> TX	<b>Zip/Postal Code:</b> 78283	<b>State/Province:</b> TX	<b>Zip/Postal Code:</b> 78283
<b>Telephone:</b> (210)207-4041	<b>Fax:</b>	<b>Telephone:</b> (210)207-4041	<b>Fax:</b>

**License, Application, and Purpose of Use Terms & Conditions**

PURPOSE OF USE: Supply Management licensed use is limited to supply chain analytics, supplier evaluation, supplier normalization/rationalization, monitoring, and management, strategic sourcing, e-procurement catalog, trading partner, and bid management, logistics, materials and inventory management, accounts payable, general ledger analysis, and balance of trade analysis.

LICENSE - Customer is licensed to use the Information and/or Software solely (i) for the Purpose of Use, if any, provided herein and/or (ii) in the Applications, if any, provided herein which may be commercially available or Customer developed.

**TRADE CLAUSE**

Customer agrees that D&B may, without identifying Customer as the source, use the information provided by Customer on its commercial customers, prospects and/or suppliers ("Customer File") to create, update, merge, analyze, maintain or enhance its database of business records, which business records are used to create, and are included within, the products and Services made commercially available by D&B and its affiliates. D&B will not transfer, disclose, sell or otherwise distribute the Customer File in the form supplied by Customer to any third parties (other than D&B's third party service providers with a need to know and/or in order to fulfill the obligations pursuant to this Order) without Customer's consent, unless D&B is required by law to do so. Customer affirms that it has all necessary rights to provide such file to D&B for the foregoing purpose.

## License, Application, and Purpose of Use Terms & Conditions

### SUPPLIER RISK MANAGER - ADDITIONAL TERMS AND CONDITIONS

1. Customer will cooperate with and provide all necessary information and resources to assist D&B in providing the Service to Customer. Customer agrees that it will upgrade its hardware and/or software, at its own expense, in order to maintain compatibility with Service modifications which are made from time to time.
2. Customer may provide a link to the Information and Software on Customer's Intranet or Internet services (for access by registered or registering vendors), or through other means of internal electronic distribution.
3. Use of the Service applies to Customer as it exists on the Effective Date. Any change to Customer via merger or acquisition shall require a written addendum to reflect such change, which addendum shall include the applicable revised fee.
4. D&B shall own all work product resulting from the implementation of the Service and shall have the unrestricted right to use such work product in connection with the Service or other products or services of D&B or its affiliates. Work Product is defined as and limited to voluntary Customer-completed surveys within the system.

### APPLICATION LICENSE USAGE

1. Supply Chain Management application provides the ability to strategically manage resources and provide metrics to monitor a supply chain.
2. Supplier Relationship Management application provides the ability to collect, analyze and leverage procurement and supplier information in order to evaluate and manage a supply base.

### PRIVACY PRINCIPLES

Customer and D&B each warrants and undertakes that: i) use of an individual's Personal Data will be for limited and legitimate purposes as specified in this Order; ii) Each party will provide the same level of protection as the Privacy Principles and will notify the other party if it makes a determination that it can no longer meet this obligation; and (iii) upon notice, including under (ii), take reasonable and appropriate steps to stop processing such Personal Data or remediate unauthorized use. Each party will use the Personal Data provided under this Order only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to, the Privacy Principles, and/or any subsequent regulation or regime that replaces the Privacy Principles and/or those laws and regulations regarding, data protection and privacy. D&B will ensure that any third party permitted access to Customer's Confidential Information under this Order also agrees in writing to comply with the Privacy Principles. Customer will ensure that any third party permitted access to the Information under this Order also agrees in writing to comply with the Privacy Principles.

For purposes of this Order, "Personal Data" shall have the meaning set forth in the European Data Protection legislation; and "Privacy Principles" means the principles issued by the U.S. Department of Commerce pursuant to the EU-U.S. Privacy Shield framework, as amended from time to time, and available at <https://www.privacyshield.gov> or other subsequent location designated by the U.S. Department of Commerce. For purposes of clarification, Privacy Principles include, but are not limited to, the principles of notice, choice, accountability for onward transfer, security, data integrity, and purpose limitation, access and recourse, enforcement and liability, as well as any applicable supplemental principles.

### PRODUCT AND DATA LIFECYCLE

The D&B Services licensed under this Order are subject to D&B's Global Product and Data Lifecycle Policy, as set forth at <http://www.dnb.com/product-lifecycle-policy.html> which is incorporated herein.