



CLMA[®] Terms & Conditions

This document contains the following provisions and governs all activities related to the online application (www.myCLMA.com) as well as any other outputs and reliance in any way on data that is derived from the Construction Labor Market Analyzer[®].

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I hereby agree to the CLMA[®] Uniform Confidentiality & Use Agreement

Uniform Confidentiality & Use Agreement

This Uniform Confidentiality & Use Agreement is made by and between Construction Industry Resources, LLC (“CIR”), the business entity associated with this CLMA® account (“User”) and the authorized individual acting on behalf of User, as of the date the account was established.

Recitals:

- CIR has developed and maintains Construction Labor Market Analyzer® online software (the “CLMA”), an Internet website that exhibits numeric information and graphic displays of certain labor market scenarios and estimates generated by an analytical technology. The CLMA includes a database of information provided by construction owners, contractors and unions for projects and labor for major industrial capital, maintenance and turnaround projects within the United States. The CLMA also includes non-industrial project data provided by the Dodge Data & Analytics database.
- User confirms that it is a business enterprise and/or an individual acting on behalf of a business enterprise engaged in construction activity as an owner, contractor, union, Local User Council, training provider, engineer, architect, government, supplier, service provider, consultant, or similar related industry professional and desires to use the CLMA in accordance with the terms and limitations outlined herein and may, as a condition to such use and capability, contribute information to the database, hereby acknowledging that CIR will not be obliged to independently verify the accuracy of such information and will not warrant, guarantee or assure the validity or utility of the numeric information and graphic displays produced by the CLMA.

NOW THEREFORE, in consideration of these recitals, User and CIR agree as follows:

USER INFORMATION

1. In this Agreement, “User Information” shall include and be limited to numeric and/or narrative information provided by User using the forms and protocols on the CLMA and describing one or more actual or anticipated projects of which the User is the sponsoring entity. Provided, however, User Information shall not refer to (i) numeric and/or narrative information resulting from the aggregation, analysis or combination of User Information with information furnished by CIR or other construction owners or contractors; or (ii) numeric and/or narrative information separated from the identity of the project or project sponsor. “Database” shall refer to information collected by CIR for the CLMA from construction owners, contractors, unions, the Dodge Data & Analytics database and/or its own market research.
2. User authorizes CIR to use the User Information in the development and communication of the Analysis and Displays (as defined below), and User represents that the User

Information is accurate and truthful. In the event that User shall determine that any User Information contributed by it is, or has become, not accurate and truthful, User shall amend the User Information or notify CIR of such inaccuracy. CIR shall not change the informational content of the User Information without User's consent.

3. CIR shall have no obligation to independently verify the accuracy of the User Information, but in the event that CIR determines that the User Information is not reasonably accurate or that User is not making timely or complete contributions to the Database of User Information within the scope of User's operations, CIR may, in its sole discretion, amend, suspend or terminate its use of any User Information and/or suspend or terminate User's access to the CLMA.
4. CIR shall exercise reasonable care to ensure that the User Information will only be communicated to and accessible by the User, individuals and/or business entities granted access by the User, and officers and employees of CIR having responsibility for the maintenance and operation of the CLMA, and not to other individuals or entities. CIR shall exercise reasonable care to ensure that any use or communication of the User Information by CIR, its officers and employees shall be for the purpose of operating the CLMA and not for any other purpose. User will immediately notify CIR in writing in the event that User believes there has been any violation of this covenant. This covenant shall survive in perpetuity beyond any cessation in the operation of the CLMA or termination of User's access thereto. User authorizes CIR to use the User Information in the development and communication of the Analysis and Displays. Nothing in this Paragraph shall be deemed to limit CIR's authority to use the User Information in the development of the Analysis and Displays.

REPRESENTATIONS

5. CIR and User each represent and warrant to the other that (a) each has the full right, power and authority to enter into this Agreement and to perform the acts required of it hereunder, and (b) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

ANALYSIS AND DISPLAYS, DISCLAIMERS AND LIMITATIONS

6. In this Agreement, "Analysis and Displays" shall include the numeric information, graphic displays and analytics produced by the CLMA, which has been separated from the identity of the project and/or the project sponsor and/or aggregated with other User Information.
7. Any use, display, reproduction of or reliance on the Analysis and Displays for any purpose by any party shall constitute an agreement by such party to the terms of this Agreement, which shall survive in perpetuity beyond any cessation in the operation of the CLMA or termination of User's access thereto.

8. The Analysis and Displays are intended to inform the planning activities of User. User shall take reasonable care to ensure that the Analysis and Displays will only be communicated to and accessible by officers and employees of User having responsibility for planning functions and not to other individuals or entities. User shall not use the Analysis and Displays in a manner which violates federal or state laws or is anti-competitive.
9. CIR has not independently verified the accuracy of the information used to create the Analysis and Displays and has not analyzed or rendered any independent judgment regarding such information. CIR does not warrant, guarantee or assure the accuracy of the Analysis and Displays or any information contained in it. CIR recommends that the User employ multiple sources of information rather than rely on any single source of information. CIR makes absolutely no representations or warranties with respect to the accuracy or usefulness of the Analysis and Displays and any reliance thereon is entirely at the discretion and risk of User. User acknowledges that (a) any collection and compilation of information of the kind included in the CLMA or the Analysis and Displays entails the likelihood of some human and machine errors, omissions, delays, interruption and losses. ACCORDINGLY, USER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS AND SERVICES ON THIS WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CIR MAKES NO WARRANTIES THAT: (A) THE SERVICES AND MATERIALS WILL MEET USER'S REQUIREMENTS; (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THIS SITE FROM CIR OR ITS AFFILIATES WILL MEET USER'S EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OR DEFECTS.
10. CIR, ITS OFFICERS, AFFILIATES AND EMPLOYEES SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES RELATING TO OR ARISING OUT OF IN ANY WAY THE CLMA, ANALYSIS AND DISPLAYS, OR ANY TRANSACTION PERFORMED OR UNDERTAKEN UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER FORESEEABLE OR UNFORESEEABLE (AND WHETHER OR NOT SUCH PARTY OR ANYONE ELSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED UPON LOST GOODWILL, LOST PROFITS, LOSS OF DATA OR INTERRUPTION IN ITS USE OR AVAILABILITY, STOPPAGE OF WORK OR OTHERWISE, WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY IN TORT OR OTHERWISE, AND WHETHER BASED ON ANY PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES. USER SHALL DEFEND AND INDEMNIFY CIR, ITS OFFICERS AND EMPLOYEES FROM ANY SUCH LIABILITY. FURTHER, IN NO EVENT SHALL CIR'S TOTAL LIABILITY FOR A CLAIM OF ANY KIND, REGARDLESS OF THE FORUM IN WHICH

ANY ACTION MAY BE BROUGHT, EXCEED THE TOTAL AMOUNT PAID TO CIR UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE CLAIM.

11. CIR shall not cause the name of User or the identity of a User project to be included in the Analysis and Displays. Where User Information involves unique, isolated or unusual projects, CIR shall endeavor in good faith and with reasonable diligence to organize the Analysis and Displays (or withhold information therefrom) so as to reduce the likelihood that the project or its sponsor may be inferred; provided, however, that no liability on the part of CIR, its officers or employees shall result unless CIR shall cause the name of User or the identity of a User project to be included in the Analysis and Displays.
12. User shall not use the name of CIR, CLMA, Construction Labor Market Analyzer and Project Labor Forecaster without CIR's prior written consent. User shall retain any and all notices, limitations, disclaimers and copyright notices attached to the Analysis and Displays, shall not alter the Analysis and Displays and shall not use any portion of the Analysis and Displays in connection with any proxy, proxy statement, proxy soliciting material, prospectus, Securities Registration Statement or similar document without the express written consent of CIR.
13. Any use or display of data from the CLMA®, whether in part or in whole, for a speech, presentation, PowerPoint, written report, verbal report, bid, RFP, RFQ or any other reason, whether for internal or external use must reference the Construction Labor Market Analyzer® as the source of the data. Access to a User's account may not be given to any individual or organization that is not the User or an officer or employee of the User.
14. User confirms that, as a condition of this Agreement, User has reviewed the CLMA, has studied the Analysis and Displays and agrees that CIR's continued operation of the same does not constitute a breach of any covenant of this Agreement. CIR may make editorial, analytical or aesthetic changes to the Analysis and Displays, the CLMA, logistics as well as the method of display provided that such changes shall comply with the terms of this Agreement.
15. Nothing in this Agreement shall limit CIR's use of information communicated to CIR by sources other than User, even if such information is the same as the User Information. In no event shall CIR have any liability arising from the use or communication of information which is publicly available.
16. In connection with the User Information, the Analysis and Displays, and the operation and maintenance of the CLMA, CIR shall have no obligations to User or any other party except as set forth herein. Without limiting the generality of the foregoing, the CIR may, in its sole discretion, terminate User's access to the CLMA at its convenience. The Uniform Confidentiality & Use Agreement, Website Terms & Conditions and Privacy Policy, Data Security and Confidentiality, and Copyright Policy together constitute a complete and integrated statement of the agreement of the User and CIR with respect to this subject.

17. The Website Terms & Conditions and Privacy Policy, the CLMA® Data Security and Confidentiality Policy the Copyright Policy and the Antitrust guidelines document on the CLMA® website are hereby incorporated by reference into this Uniform Confidentiality & Use Agreement.

Website Terms & Conditions and Privacy Policy

User's Acknowledgment and Acceptance of Terms & Conditions – CIR provides the CLMA and related www.myCLMA.com website and various related services subject to compliance with all the terms, conditions, policies, and notices contained or referenced herein, as well as any other written agreement between CIR and user companies. When using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to the Website Terms & Conditions and Privacy Policy. All such guidelines or rules are hereby incorporated by reference into the Website Terms & Conditions and Privacy Policy.

BY USING THIS WEBSITE YOU AGREE TO BE BOUND BY the Website Terms & Conditions and Privacy Policy. You are also required to agree to the Website Terms & Conditions and Privacy Policy by marking the appropriate box set forth at the bottom of this page and/or on the website application. IF YOU DO NOT WISH TO BE BOUND BY the Website Terms & Conditions and Privacy Policy, PLEASE EXIT THE WEBSITE IMMEDIATELY.

CIR reserves the right to change the Website Terms & Conditions and Privacy Policy from time to time without notice to users. You acknowledge and agree that it is your responsibility as a user of this website to review the site and the Website Terms & Conditions and Privacy Policy periodically and to be aware of any modifications. Your continued use of this website after such modifications will constitute your acknowledgment of the modified Website Terms & Conditions and Privacy Policy and agreement to abide by and be bound by the modified Website Terms & Conditions and Privacy Policy.

CIR reserves the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to users. CIR shall not be liable to users or any third party should it exercise such right.

Users understand and agree that the services available on this website are provided "AS IS" and that CIR assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

CIR takes the privacy of its members' information very seriously and will use the information given only in accordance with the terms of the Website Terms & Conditions and Privacy Policy. As a result, CIR will not sell or rent personally identifiable information or a list of CIR customers to third parties.

However, as described in more detail below, there are limited circumstances in which some of your information will be shared with third parties, under strict limitations, so it is important for users to review the Website Terms & Conditions and Privacy Policy in its entirety. The Website Terms & Conditions and Privacy Policy apply to all information and services that are hosted on the CIR website (www.myCLMA.com).

Information Collection – CIR is the sole owner of the information collected on the CIR website. CIR collects information from users at several different points on CIR’s website.

Confidentiality of Data/Information – CIR expects all users who access the CLMA or purchase any CLMA products and/or services to understand and agree to the terms and conditions of use that are designed to be mutually protective of all Users and all data. The ***CLMA Uniform Confidentiality & Use Agreement*** sets forth the protections and procedures in place to accomplish confidentiality of data and information.

Log Files – Like most standard website servers, CIR uses log files. This includes, but may not be limited to, Internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks.

Registration – CIR requests information from the user on the registration pages for membership meetings, workshops, conferences, online training and other CIR activities. A user must provide contact information (such as name, email, and address). This information is used to prepare for such events and to contact the user if CIR has trouble processing an order. Financial information (such as credit card information) is securely collected and used by CIR’s partner, PayPal – CIR does not retain credit card information provided by the user for online registrations and purchases.

Information Use – CIR’s log files are used to analyze trends, administer the site, track users’ movement in the aggregate and individually, and gather broad demographic information for aggregate use. IP addresses, etc. are not linked to personally identifiable information.

Cookies – A cookie is a piece of data stored on the user’s computer tied to information about the user. CIR uses session ID cookies only. Once users close the browser, the cookie simply terminates. By setting a cookie on CIR’s site, users will not have to log in with their password more than once, thereby saving time while on the site. If users reject the cookie, they may still use the site. The only drawback to this is that the user will be limited in some areas of the site. Some of CIR’s business partners use cookies on the site (for example, advertisers). However, CIR has no access to, or control over, these cookies once CIR has given permission for them to set cookies for advertising.

Profile – CIR does not maintain profiles on individual users that detail their viewing preferences.

Third Party Advertising – The advertising appearing on this website is delivered to all users. CIR does not use a third-party advertising server.

Special Offers and Updates – CIR periodically sends information on reports, analytics, services, meetings, workshops, conferences, and industry updates. Out of respect for the privacy of CIR's users, CIR presents the option to not receive these types of communications from CIR. Please see the Choice and Opt-Out sections of this policy for further details.

Newsletter – CIR newsletters may be sent on a periodic basis through third party vendors. Out of respect for the privacy of users, CIR presents the option to not receive these types of communications from CIR. Please see the Choice and Opt-Out sections of this policy for further details.

Customer Service – CIR communicates with users on a regular basis to provide requested services. In regards to issues relating to their account, CIR personnel reply via email or phone, in accordance with the user's wishes.

Information Disclosure and Sharing – CIR occasionally shares aggregated demographic information with CIR partners and advertisers. CIR occasionally uses a participant company's name and/or logo in promoting the CLMA. These uses do not link to any personally identifiable information or reveal any information about data imported by the company into the CLMA.

Choice/Opt-Out – Users who no longer wish to receive CIR's newsletter and/or other communications, or have their company name and/or logo displayed for CLMA promotional purposes may opt out by editing their profile, replying to the email message with "unsubscribe" in the subject line of the email or contacting CIR via the website to opt out of these communications.

Third Party Sites and Information – This website may link users to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under CIR's control, and you acknowledge that CIR is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor is CIR responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by CIR, or any warranty of any kind, either express or implied.

Security – This website takes every precaution to protect users' information. Please note that through CIR's partnership with PayPal, sensitive financial information (e.g., credit card numbers and expiration dates) related to online registrations and purchases is not transmitted to CIR and is not held in CIR's records. Additionally, all of the users' information is restricted in CIR's offices.

Only certain CIR employees are granted access to personally identifiable information. If users have any questions about the security on CIR's website, users can contact CIR via the website.

Correcting/Updating/Deleting/Deactivating Personal Information – If a user's personally identifiable information changes (such as zip code, phone, email or postal address), or if a user no longer desires CIR's services, CIR provides a way to correct, update or delete/deactivate users' personally identifiable information. The user can usually do this by editing their CIR website profile online.

Copyright Policy – CIR respects others' intellectual property rights and we ask that users do too. CIR will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. Such notices should be reported pursuant to our Copyright Policy which is attached hereto. CIR reserves the right to delete or disable content alleged to be infringing and to terminate repeat infringers.

Notification of Changes – Changes to CIR's privacy policy will be posted to the Website Terms & Conditions and Privacy Policy, the home page, and other places CIR personnel deem appropriate so users can be made aware of what information CIR collects, how it is used, and under what circumstances, if any, CIR discloses or shares the information.

Antitrust – Please review the established antitrust guidelines document on the CLMA® website.

Conduct on Site – Your use of this website is subject to all applicable laws and regulations and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data or other information – that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or otherwise violates CIR's rules and policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of CIR's employees or representatives.

CIR neither endorses nor assumes any liability for the contents of any material uploaded or submitted by users of the site. CIR generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this website. However, CIR and CIR's agents have the right, at CIR's sole discretion, to remove any content that, in CIR's judgment, does not comply with the Website Terms & Conditions and Privacy Policy and any other rules of user conduct for this website, or is otherwise harmful, objectionable, or inaccurate. CIR is not responsible for any failure or delay in removing such content.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. CIR MAY MAKE CHANGES TO THE SERVICES AND MATERIALS AT THIS SITE AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND CIR MAKES NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

CONTENT AVAILABLE THROUGH THIS WEBSITE MAY REPRESENT THE OPINIONS AND JUDGMENTS OF A SITE USER, OR OTHER PERSON OR ENTITY NOT CONNECTED WITH CIR. CIR DOES NOT ENDORSE, NOR IS CIR RESPONSIBLE FOR, THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANYONE OTHER THAN AN AUTHORIZED CIR SPOKESPERSON SPEAKING IN HIS/HER OFFICIAL CAPACITY.

IN ADDITION, THE MATERIALS ON THIS WEBSITE MAY INCLUDE FORM AGREEMENTS OR OTHER DOCUMENTS, INCLUDING FINANCIALLY OR LEGALLY SIGNIFICANT DOCUMENTS. SUCH DOCUMENTS DO NOT CONSTITUTE LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. UNDER NO CIRCUMSTANCES WILL CIR OR ITS AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGES CAUSED BY YOUR RELIANCE ON INFORMATION OR ADVICE OBTAINED THROUGH THIS WEBSITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, OPINIONS, ADVICE, OR OTHER CONTENT AVAILABLE ON OR THROUGH THIS SITE. YOU ARE URGED TO CONSULT AN APPROPRIATE PROFESSIONAL LICENSED IN YOUR JURISDICTION BEFORE RELYING ON ANY LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE OR INFORMATION OBTAINED ON OR THROUGH THIS WEBSITE.

FURTHER, CIR SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

Indemnification – Upon a request by CIR, you agree to defend, indemnify, and hold harmless CIR and its affiliates from all liabilities, claims, and expenses, including attorney’s fees, which arise from your misuse of this website.

Use of Site and Storage of Material – You acknowledge that CIR may establish general practices and limits concerning use of the services available on this website, including but not limited to, the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted on CIR’s servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that CIR has no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this website. You further acknowledge that CIR reserves the right to change these general practices and limits at any time, in CIR’s sole discretion, with or without notice. Misuse of network resources in a manner than impairs network performance is prohibited and may result in termination of your account or limitation of your activities.

Security and Password – You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. You may not transfer or share your account with anyone, and CIR reserves the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

International Use – Although this website may be accessible worldwide, CIR makes no representation that materials on this site are appropriate or available for use in locations outside of the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.

Termination of Use – You agree that CIR may, in its sole discretion, terminate or suspend your access to all or part of this website with or without notice and for any reason, including, without limitation, breach of the Website Terms & Conditions and Privacy Policy. Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this website immediately ceases, and you acknowledge and agree that CIR may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. CIR shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by CIR in connection therewith.

Governing Law and Forum Selection – The CMLA website (excluding any linked sites) and all related applications are controlled by CIR in their office within the State of Kentucky in the United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Kentucky, by accessing the CMLA website and all related applications, you agree that the statutes and laws of the State of Kentucky, without regard to conflicts of laws principles, will apply to all matters relating to the use of this website, the purchase of products and services available through this site and any agreements entered into by CIR and the User. In the event of any dispute concerning this website, the products and services sold hereunder, and/or any agreements entered into by CIR and the User, a lawsuit may only be brought in a court of competent jurisdiction in a state or federal court located in Lexington, Kentucky.

Entire Agreement – The Uniform Confidentiality & Use Agreement, Website Terms & Conditions and Privacy Policy, Data Security and Confidentiality, and Copyright Policy together constitute the entire agreement and understanding between CIR and the user concerning the subject matter hereof and supercedes all prior agreements and understandings of the parties with respect thereto. The Website Terms & Conditions and Privacy Policy may NOT be altered, supplemented, or amended by the use of any other documents. To the extent that anything in or associated with this website is in conflict or inconsistent with the Website Terms & Conditions and Privacy Policy, the Website Terms & Conditions and Privacy Policy shall take precedence.

Miscellaneous – Users may not assign their rights and obligations under the Website Terms & Conditions and Privacy Policy to any party, and any attempt to do so will be null and void.

If any part of the Website Terms & Conditions and Privacy Policy is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Contact Information – If users have any questions please contact CIR at 1880 Hart Road, Lexington, KY 40502, by phone at 859-339-5071, or by email at dgroves@myCLMA.com.

CLMA® Data Security and Confidentiality

Construction Industry Resources, LLC (CIR) owns and manages the Construction Labor Market Analyzer (CLMA), which is an online community of construction professionals – construction owners, contractors and unions primarily in the heavy industrial industry – who voluntarily contribute proprietary project craft labor requirement data (Demand) and craft labor availability data (Supply) to the CLMA to be aggregated with similar data from other sources for the purpose of producing reliable labor scenarios.

The CLMA also receives data from third-party sources such as the McGraw-Hill Companies Dodge database. Because the CLMA focuses its efforts primarily in the heavy industrial marketplace, Dodge data is aggregated with the data provided by construction owners, contractors and unions for the purpose of providing the end user a more complete understanding of the entire skilled labor market.

The end users of the labor scenarios generated by the CLMA are primarily construction owners, contractors, unions, joint apprenticeship training programs, technical schools and 2-year college training programs, independent training programs, governments, consultants, economists and recruiters.

Data security and confidentiality is a priority for the CLMA. All users who contribute data to the CLMA consider their data to be proprietary. As such, they have the expectation that the data they provide will be secure and completely confidential and will not be displayed to other users except when aggregated with other unrelated data sufficiently to ensure that their projects and the data source is never revealed. Additionally, all such users have the expectation that the data they provide will also be visible for viewing and/or editing only to appropriate internal users who have access to that particular project.

CIR takes these security and confidentiality expectations seriously and has designed the CLMA to prevent individual owners, contractors, unions and data sets from being revealed. In order to provide such protection, CIR has established the following protocols and rules within the CLMA that function at a staff level and organization level; as well as to all aggregate data produced by the CLMA whether custom, periodic or real-time electronic reports.

- 1) The confidentiality anti-trust agreements are integrated into the model. Every user agrees to abide by these agreements when they apply for an account and before that account is activated.
- 2) **DEMAND SEARCH RESTRICTIONS** – When a user accesses the database in order to produce aggregate charts, graphs and tables related to the demand of skilled labor, they are able to expand and contract their search protocol with significant flexibility, including by a single state, multiple states or zip code/mile radius. Therefore, regardless of the filtering options employed, the following series of rules apply each time the report function is performed and each rule must be true for the CLMA to display any aggregated data:

- a. At least six (6) projects are represented within the filtering selection
 - b. At least two (2) owners are represented within the filtering selection
 - c. At least two (2) industry types are represented within the filtering selection
 - d. At least four (4) zip codes are represented within the filtering selection.
 - e. Search radius is equal to or greater than 25 miles.
- 3) **SUPPLY SEARCH RESTRICTIONS** – When a user accesses the database in order to produce aggregate charts, graphs and tables related to the availability of skilled labor, they are able to expand and contract their search protocol with significant flexibility, including by a single state, multiple states or zip code/mile radius. Therefore, regardless of the filtering options employed, the following series of rules apply each time the report function is performed and each rule must be true for the CLMA to display any aggregated data:
- a. At least four (4) contractors and/or unions are represented within the filtering selection
 - b. At least four (4) zip codes are represented within the filtering selection.
 - c. Search radius is equal to or greater than 25 miles.
- 4) **ORGANIZATION ACCESS** – All access to the CLMA for the purpose of inputting and managing demand and supply data is managed at the organizational level. The project and user management structure of an organization is customized to meet the need of that organization.
- **Organization Primary Super Administrator** – this individual has the highest level of access within that organization with full authority to manage all users and projects within that organization.
 - **Organization Secondary Super Administrator** – this individual is the backup to the Primary Super Administrator.
 - **Group Administrator** – this individual has the highest level of access within their group with full authority to manage all users and projects within their group. There can be an unlimited number of Group Administrators within an organization.
 - **User** – this individual has access only to their own projects and any other projects assigned to them by the Group Administrator or Super Administrator. There can be an unlimited number of Users within an organization.
- 5) **CLMA ADMINISTRATOR ACCESS** – Within the structure of CIR, there is layered, limited access for employees and consultants; however, regardless of the access level, any individual directly associated with CIR signs an agreement which includes confidentiality, non-disclosure and anti-trust provisions.
- **CLMA Level 1 Administrator** – this individual has the highest level access with full authority to manage all organizations, users, projects and admin functions. As a matter of protocol, the Level 1 Admin does not access individual projects except at the request of the owner of that project for a specific purpose. The developer also has access to any part of the model for development purposes, but does not

access the data except if requested by CIR leadership on behalf of a project owner because of a technical problem.

- **CLMA Level 2 Administrator** – this individual has Level 2 access for project validation, but only accesses a project when it is first submitted to verify the integrity of the data submitted to ensure there are no anomalies and to ensure only reliable data is added to the aggregate database. CIR is not responsible for data accuracy or validity.
- **CLMA Level 3 Administrator** – this individual(s) has Level 3 access which does not enable access to User project or labor data

CLMA® Copyright Policy in accordance with the DMCA

Construction Industry Resources, LLC (“CIR”) has adopted the following policy in accordance with Section 512 of the Digital Millennium Copyright Act (“DMCA”) with respect to alleged copyright infringement by users of its Construction Labor Market Analyzer® (“CLMA®”) and the www.myCLMA.com website (collectively, “CLMA® User”).

A. Procedure for Reporting Copyright Infringements

If you believe that material residing on or accessible through the CLMA® service infringes your copyright, you may provide CIR with a written notice of the alleged infringement to the Designated Agent listed below. The notice must include the following information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit CIR to locate the material;
- (iv) Information reasonably sufficient to permit CIR to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

B. Removal of Allegedly Infringing Material

Once a proper infringement notice is received by the Designated Agent, CIR may remove or disable access to the allegedly infringing material. CIR will make reasonable attempts to notify the CLMA® User that CIR has removed or disabled access to the material. CIR may terminate access to the service to CLMA® Users who are repeat offenders.

C. Counter-Notice Procedure

If a CLMA® User believes that their material that was removed or to which access was disabled is not infringing upon a copyright, that CLMA® User must send a counter-notice to the Designated

Agent, pursuant to 512(g)(2) and (3) of the Digital Millennium Copyright Act. The counter-notice must contain the following information:

- (i) A physical or electronic signature of the CLMA® User;
- (ii) The location at which the material appeared before it was removed or access to it was disabled;
- (iii) A statement under penalty of perjury that the CLMA® User has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (iv) The CLMA® User's name, address, and telephone number, and a statement that the CLMA® User consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the CLMA® User's address is outside of the United States, for any judicial district in which CIR may be found, and that the CLMA® User will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

If a counter-notice is received by the Designated Agent, CIR may send a copy of the counter-notice to the original complaining party informing that person that CIR may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the CLMA® User, the removed material may be replaced or access to it restored after receipt of the counter-notice in accordance with the DMCA.

D. Designated Agent to Receive Notification of Claimed Infringement:

The CIR Designated Agent to submit Notifications of Claimed Infringement and Copyright Counter-Notices is:

Daniel Groves
Construction Industry Resources, LLC
1880 Hart Road
Lexington, KY 40502
859.339.5071
dgroves@myCLMA.com