



CONSTRUCTION  
INDUSTRY  
RESOURCES

## CLMA & CWDA Terms & Conditions

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This document contains the following provisions and governs all activities related to the Construction Labor Market Analyzer® (CLMA®) and Contractors Workforce Development Assessment (CWDA) online applications as well as any other outputs and reliance in any way on data derived from the CLMA and/or CWDA.

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**I hereby agree to the CIR 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 the CLMA and CWDA accounts (individually “User” and “Users” when referencing both the CLMA and CWDA) and the authorized individual acting on behalf of User(s), as of the date the account was established.

Recitals:

- CIR has developed and maintains the Construction Labor Market Analyzer® online software application and platform (the “CLMA”), a cloud-based application which exhibits numeric information and graphic displays of certain labor market scenarios and estimates generated by an analytical technology. The CLMA and/or CWDA includes a database of information provided by construction owners, contractors, unions and others for projects and labor for major industrial capital, maintenance and turnaround projects within the United States. The CLMA and/or CWDA also includes non-industrial project data provided by the Dodge Data & Analytics database and/or owners, contractors, unions and others.
- CIR has developed and maintains the Contractors Workforce Development Assessment online software application (the “CWDA”), a cloud-based application which exhibits numeric information and graphic displays related to various elements of contractors’ workforce development programs and performance. The CWDA includes a database of information provided by contractors or others and which may be shared with construction owners.
- User(s) 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 Users Council, training provider, engineer, architect, government, supplier, service provider, consultant, or similar related industry professional and desires to use the CLMA and/or CWDA 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 and/or CWDA.

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

### USER(S) INFORMATION

1. In this Agreement, “User(s) Information” shall include and be limited to numeric and/or narrative information provided by User(s) using the forms and protocols on the CLMA and/or CWDA applications and describing one or more actual or anticipated projects of which the User(s) is the sponsoring entity and/or workforce program and performance information. Provided, however, User(s) Information shall not refer to (i) numeric and/or narrative information resulting from the aggregation, analysis or combination of User(s) 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 and/or CWDA from construction owners, contractors, unions, the Dodge Data & Analytics database and/or its own market research.

2. User(s) authorizes CIR to use the User(s) Information in the development and communication of the Analysis and Displays (as defined below), and User(s) represents that the User(s) Information is accurate and truthful. In the event that User(s) shall determine that any User(s) Information contributed by it is, or has become, not accurate and truthful, User(s) shall amend the User(s) Information or notify CIR of such inaccuracy. CIR shall not change the informational content of the User(s) Information without User(s)'s consent.
3. CIR shall have no obligation to independently verify the accuracy of the User(s) Information, but in the event that CIR determines that the User(s) Information is not reasonably accurate or that User(s) is not making timely or complete contributions to the Database of User(s) Information within the scope of User(s)'s operations, CIR may, in its sole discretion, amend, suspend or terminate its use of any User(s) Information and/or suspend or terminate User(s)'s access to the CLMA and/or CWDA.
4. CIR shall use the National Center for Construction Education and Research (the "NCCER") and others for the purpose of reviewing workforce program and performance information submitted by User(s) to the CWDA application. This review is intended to confirm the submitted information; express an opinion as to its consistency with effective workforce development standards for the development of a ScoreCard; and provided program and performance improvement recommendations. This process, sometimes referred to as an "audit" is not intended to assure the veracity of the information submitted.
5. CIR shall exercise reasonable care to ensure that the User(s) Information will only be communicated to and accessible by the User(s), individuals and/or business entities granted access by the User(s), and officers and employees of CIR having responsibility for the maintenance and operation of the CLMA and/or CWDA, and not to other individuals or entities. CIR shall exercise reasonable care to ensure that any use or communication of the User(s) Information by CIR, its officers and employees shall be for the purpose of operating the CLMA and/or CWDA and not for any other purpose. User(s) will immediately notify CIR in writing in the event that User(s) believes there has been any violation of this covenant. This covenant shall survive in perpetuity beyond any cessation in the operation of the CLMA and/or CWDA or termination of User(s)'s access thereto. User(s) authorizes CIR to use the User(s) 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(s) Information in the development of the Analysis and Displays.

#### **REPRESENTATIONS**

6. CIR and User(s) 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**

7. In this Agreement, "Analysis and Displays" shall include the numeric information, graphic displays and analytics produced by the CLMA and/or CWDA, which has been separated from the identity of the project or program and/or the project or program sponsor and/or aggregated with other User(s) Information. Within the CLMA and/or CWDA, Analysis and Displays may also include the "ScoreCard" and/or "Labor Risk Index" (the "LRI").
8. 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 and/or CWDA or termination of User(s)'s access thereto.
9. The Analysis and Displays are intended to inform the planning activities of User(s). User(s) shall take reasonable care to ensure that the Analysis and Displays will only be communicated to and accessible by officers and employees of User(s) having responsibility for planning functions and not to other individuals or entities. User(s) shall not make the CLMA and/or CWDA Analysis and Displays, or any other data within the Database, available to any User(s) not approved by CIR. User(s) shall not use the Analysis and Displays in a manner which violates federal or state laws or is anti-competitive.
10. 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(s) 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(s). User(s) acknowledges that (a) any collection and compilation of information of the kind included in the CLMA and/or CWDA 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 USER(S) FROM THIS SITE FROM CIR OR ITS AFFILIATES WILL MEET USER'S EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OR DEFECTS.

11. 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 AND/OR CWDA, 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.
12. CIR shall not cause the name of User(s) or the identity of a User(s) project to be included in the Analysis and Displays, except on reports which the User(s) has solely determined to make available to another party outside User(s) organization. Where User(s) 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(s) or the identity of a User(s) project to be included in the Analysis and Displays.
13. User(s) shall not use the name of CIR, CLMA, CWDA, Construction Industry Resources, Construction Labor Market Analyzer, Project Labor Forecaster, ScoreCard and Labor Risk Index without CIR's prior written consent. User(s) 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.
14. Any use or display of data from the CLMA and/or CWDA, 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® and/or Contractors Workforce Development Assessment as the source of the data. Access to a User(s)'s account and/or Analysis and Displays may not be given to any individual or organization that is not the User(s) or an officer or employee of the User(s).
15. User(s) confirms that, as a condition of this Agreement, User(s) has reviewed the CLMA and/or CWDA, 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 and/or CWDA, logistics as well as the method of display provided that such changes shall comply with the terms of this Agreement.

16. Nothing in this Agreement shall limit CIR's use of information communicated to CIR by sources other than User(s), even if such information is the same as the User(s) Information. In no event shall CIR have any liability arising from the use or communication of information which is publicly available.
17. In connection with the User(s) Information, the Analysis and Displays, and the operation and maintenance of the CLMA and/or CWDA, CIR shall have no obligations to User(s) 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)'s access to the CLMA and/or CWDA 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(s) and CIR with respect to this subject.
18. The Website Terms & Conditions and Privacy Policy, the CLMA and/or CWDA Data Security and Confidentiality Policy the Copyright Policy and the Antitrust guidelines document on the CLMA and/or CWDA website are hereby incorporated by reference into this Uniform Confidentiality & Use Agreement.

## **Website Terms & Conditions and Privacy Policy**

**User(s)'s Acknowledgment and Acceptance of Terms & Conditions** – CIR provides the CLMA and/or CWDA and related websites 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, User(s) 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 USER(S) AGREE TO BE BOUND BY the Website Terms & Conditions and Privacy Policy. User(s) 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 USER(S) 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 User(s). User(s) acknowledge and agree that it is User(s) 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. User(s) continued use of this website after such modifications will constitute User(s) 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 User(s). CIR shall not be liable to User(s) or any third party should it exercise such right.

User(s) 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(s) 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 User(s) information will be shared with third parties, under strict limitations, so it is important for User(s) 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, CLMA and/or CWDA website applications.

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

**Confidentiality of Data/Information** – CIR expects all User(s) who access the CLMA and/or CWDA or purchase any CLMA and/or CWDA products and/or services to understand and agree to the terms and conditions of use that are designed to be mutually protective of all User(s) and all data. The ***CIR 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 account setup, membership meetings, workshops, conferences, online training and other CIR activities. User(s) must provide contact information (such as name, phone, 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, Intuit and/or 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 User(s)’ 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 User(s) close the browser, the cookie simply terminates. By setting a cookie on CIR’s site, User(s) will not have to log in with their password more than once, thereby saving time while on the site. If User(s) 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 User(s) that detail their viewing preferences.

**Third Party Advertising** – The advertising appearing on this website is delivered to all User(s). 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 User(s), 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 User(s), 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 User(s) on a regular basis to provide requested services. In regard 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 and/or CWDA. These uses do not link to any personally identifiable information or reveal any information about data imported by the company into the CLMA and/or CWDA.

**Choice/Opt-Out** – User(s) who no longer wish to receive CIR’s newsletter and/or other communications, or have their company name and/or logo displayed for CLMA and/or CWDA 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 User(s) 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 User(s) 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 User(s) information. Please note that through CIR’s partnership with Intuit and/or 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 User(s) information is restricted in CIR’s offices. Only certain CIR employees are granted access to personally identifiable information. If User(s) have any questions about the security on CIR’s website, User(s) can contact CIR via the website.

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

**Copyright Policy** – CIR respects others’ intellectual property rights and we this of User(s) also. 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 User(s) 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 and/or CWDA website.

**Conduct on Site** – User(s) use of this website is subject to all applicable laws and regulations and User(s) is/are solely responsible for the contents of User(s) 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 User(s) on or through this site, User(s) agree that User(s) 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. Victimized, 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 User(s) of the site. CIR generally does not pre-screen, monitor, or edit the content posted by User(s) 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 USER(S) OWN DISCRETION AND RISK AND WITH USER(S) AGREEMENT THAT USER(S) WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER(S) 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 USER(S) RELIANCE ON INFORMATION OR ADVICE OBTAINED THROUGH THIS WEBSITE. IT IS USER(S) RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, OPINIONS, ADVICE, OR OTHER CONTENT AVAILABLE ON OR THROUGH THIS SITE. USER(S) IS/ARE URGED TO CONSULT AN APPROPRIATE PROFESSIONAL LICENSED IN USER(S) 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, User(s) agree to defend, indemnify, and hold harmless CIR and its affiliates from all liabilities, claims, and expenses, including attorney’s fees, which arise from User(s) misuse of this website.

**Use of Site and Storage of Material** – User(s) 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 User(s) behalf, and the maximum number of times (and the maximum duration for which) User(s) may access the services in a given period of time. User(s) 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. User(s) 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 User(s) account or limitation of User(s) activities.

**Security and Password** – User(s) is/are solely responsible for maintaining the confidentiality of User(s) password and account and for any and all statements made and acts or omissions that occur through the use of User(s) password and account, including any mail sent and any charges incurred. User(s) may not transfer or share User(s) account or any Analysis and Displays with anyone without prior CIR authorization, and CIR reserves the right to immediately terminate User(s) 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 the United States and accessing them from territories where their contents are illegal is prohibited. User(s) 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** – User(s) agree(s) that CIR may, in its sole discretion, terminate or suspend User(s) 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, User(s) right to use the services available on this website immediately ceases, and User(s) acknowledge and agree that CIR may immediately deactivate or delete User(s) account and all related information and files in User(s) account and/or bar any further access to such files or this site. CIR shall not be liable to User(s) 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 CLMA and/or CWDA website applications (excluding any linked sites) and all related applications are controlled by CIR in their office within the Commonwealth 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 which may differ from those of Kentucky, by accessing the CLMA and/or CWDA website and all related applications, User(s) 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(s). 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(s), 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 User(s) 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** – User(s) 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 User(s) have any questions contact CIR at 250 East Short Street, Lexington, KY 40507, by phone at 859-339-5071, or by email at [dgroves@ciranalytics.com](mailto:dgroves@ciranalytics.com).

## **CLMA and CWDA 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, unions and others 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 and the Labor Risk Index.

The CLMA also receives data from third-party sources such as Dodge Data & Analytics. Because the CLMA focuses its efforts primarily in the industrial marketplace, Dodge data is aggregated with the data provided by construction owners, contractors and unions for the purpose of providing the User(s) a more complete understanding of the entire skilled labor market.

CIR manages and partially owns the Contractors Workforce Development Assessment online software application (CWDA), an Internet website which exhibits numeric information and graphic displays related to various elements of contractors' workforce development programs and performance. The CWDA includes a database of information provided by contractors or others and which may be shared with construction owners.

The end User(s) 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. The end User(s) of the ScoreCard and Assessment Details Report generated by the CWDA are primarily construction owners, contractors and unions. The end User(s) of the Labor Risk Index are primarily construction owners and contractors.

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

CIR takes these security and confidentiality expectations seriously and has designed the CLMA and/or CWDA 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 and/or CWDA that function at a staff level and organization level; as well as to all aggregate data produced by the CLMA and/or CWDA whether custom, periodic or real-time electronic reports.

- 1) The confidentiality anti-trust agreements are integrated into the model. Every User(s) agrees to abide by these agreements when they establish an account and before that account is activated.

- 2) **DEMAND SEARCH RESTRICTIONS** – When User(s) accesses the CLMA 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 User(s) accesses the CLMA 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 and/or CWDA for the purpose of inputting and managing demand, supply and/or workforce program/performance 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.
  - **Primary User** – this individual has the highest level of access within that organization with full authority to manage all User(s), data and projects within that organization.
  - **User** – this individual has access only to their own projects and data and any other projects and data assigned to them by a Primary or other User(s). There can be an unlimited number of User(s) within an organization.
  
- 5) **CLMA and/or CWDA 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 and/or CWDA Level 1 Administrator** – This individual has the highest-level access with full authority to manage all organizations, User(s), projects and admin functions. As a matter of protocol, the Level 1 Admin accesses individual accounts, projects and data only as necessary or at the request of the owner of that account, project or data. 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.
  - **NCCER Administrator** – This individual has CWDA-only access for workforce program and performance management and validation.

- **CWDA Auditor** – This individual has CWDA-only access for reviewing workforce program and performance data submitted by CWDA User(s) to generate a ScoreCard and for providing workforce program and performance improvement recommendations.

## **CIR 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 User(s) of its Construction Labor Market Analyzer (“CLMA”) and/or Contractors Workforce Development Assessment (“CWDA”) applications (collectively, “User(s)”).

### **A. Procedure for Reporting Copyright Infringements**

If User(s) believe that material residing on or accessible through the CLMA and/or CWDA service infringes User(s) copyright, User(s) 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 and/or CWDA User(s) that CIR has removed or disabled access to the material. CIR may terminate access to the service to CLMA and/or CWDA User(s) who are repeat offenders.

### **C. Counter-Notice Procedure**

If a CLMA and/or CWDA User(s) believes that their material that was removed or to which access was disabled is not infringing upon a copyright, that CLMA and/or CWDA User(s) 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 and/or CWDA User(s);
- (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 and/or CWDA User(s) 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 and/or CWDA User(s) name, address, and telephone number, and a statement that the CLMA and/or CWDA User(s) consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the CLMA and/or CWDA User(s) address is outside of the United States, for any judicial district in which CIR may be found, and that the CLMA and/or CWDA User(s) 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 and/or CWDA User(s), 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  
250 East Short Street  
Lexington, KY 40507  
859.339.5071  
[dgroves@ciranalytics.com](mailto:dgroves@ciranalytics.com)