



Purchasing Department
Mailing Address: 4400 University Drive, Mailstop 3C5
Street Address: 4441 George Mason Boulevard, 4th Floor, Suite 4200
Fairfax, Va. 22030

May 20, 2022

Emsi Burning Glass
Mr. Steven Green
232 N. Almon St
Moscow, ID 83843

Subject: Contract Modification GMU-1641-20-01 - Online Career Decision Making Tool

Dear Mr. Green (or to whom it concerns),

In light of Burning Glass and Emsi merger into a single company, George Mason University is modifying contract No. GMU-1641-20-01 to be transfer from Burning Glass to Emsi Burning Glass effective immediately. Contract pricing and all other contract terms and conditions remain unchanged. In the event of any conflict in terms and conditions between the Contractor's Amendment and the GMU contract, GMU-1641-20-01, the GMU contract terms shall supersede and govern, except that Emsi Burning Glass will be providing a license to use Analyst and will be phasing out Labor Insight and Program Insight. Upon signing this letter, access to Analyst will be granted for use in accordance with the terms of service set forth in the attached Subscription Services Agreement.

Karen A. Manley, Operations and Communications Manager, will serve as the contract administrator and can be reached at kmanley@gmu.edu or 703-993-8834.

If in agreement, at your earliest convenience, please sign below and email your response to my attention.

If you have any questions or concerns, please contact me at (703) 993-6225 or email glymas@gmu.edu.

Sincerely,

Grace Lymas

Grace Lymas,
Assistant Director, Purchasing

Nathan J. Gurnsey

VENDOR SIGNATURE _____ DATE 07/27/2022

VENDOR PRINTED NAME Nathan Gurnsey TITLE General Counsel

GMU PURCHASING SIGNATURE _____ DATE 7/28/2022

DocuSigned by:
James Russell
2F61E096C77E4DC...

GMU DOP PRINTED NAME James Russell TITLE Assistant Director, Purchasing



Emsi Burning Glass Representative: Steven Greene

Subscription Services Agreement

This Subscription Services Agreement (the "Agreement") is between George Mason University of Fairfax, Virginia ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Emsi Burning Glass"). This Agreement amends, supersedes, and replaces the Labor Insight and agreement (GMU-1641-20-01) between Licensee and Burning Glass International, Inc., an affiliated company of Economic Modeling, LLC with an effective date of November 19, 2020 (the "Prior Agreement").

I. Description of Subscription Services

- a. Subscription Service Level. Emsi Burning Glass will provide Licensee with access to the following web application(s): Analyst ("Web App(s)") at the following data level (the "Subscription Services"):
 - Countr(y/ies): US
 - Limited to the following subregion(s): National US Data
- b. Users. Emsi Burning Glass will provide Licensee with access to the Web App(s) for up to 6 user(s). Users must be employees of Licensee's Professional Ed and Academic Adventures Team/Office of the Provost. Emsi Burning Glass will issue each user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared. Licensee will designate one person as the admin user, who will be authorized to manage Licensee's user list and coordinate training.
- c. Additional Services Provided. The subscription includes the following services:
 - User training
 - Technical support via telephone or e-mail
 - Access to all new data releases (new data is released periodically)
 - Access during the Subscription Term to all updates and upgrades generally released to Licensees at the Subscription Service Level recited above

II. Subscription Term

- a. General. Emsi Burning Glass will provide Licensee with access to the Subscription Services described above beginning November 19, 2022 (the "Effective Date") and ending November 18, 2023 (the "Subscription Term").
- b. If this Agreement is signed prior to the Effective Date, and in consideration for amounts paid under the Prior Agreement, Emsi Burning Glass will provide Licensee with complimentary early access to the Subscription Services.

III. Fee

- a. General. The fee for the subscription is \$20,140.00, invoiced upon the Effective Date. Invoices are due 30 days from receipt. Sales tax (including, as applicable, VAT, GST, HST, PST, etc.) will be added for non-tax-exempt institutions when applicable.

IV. Terms of Service

- a. License. Licensee is granted a non-exclusive, nontransferable, non-assignable limited license to access data (the "Licensed Dataset") via the Web App(s) subject to the following limitations:
 1. Licensee will allow access to the Web App(s) only to individuals who have been assigned login credentials by Emsi Burning Glass (each, an "Authorized User").
 2. Licensee and Authorized Users may (i) download elements of the Licensed Dataset using the download tools in the Web App(s) for Licensee's internal use, and (ii) publish static elements (e.g., tables, charts, graphs) of the Licensed Dataset in work products created by Licensee in the normal course of Licensee's business – either for Licensee or for a third party – provided that Emsi Burning Glass is cited as the source of the data. The citation

shall be substantially in the form described in the Knowledge Base article, “How Do I Cite Emsi Burning Glass Data?” For clarity, Licensee may not distribute any elements of the Licensed Dataset to a third party on an on-demand or standalone basis – i.e., separate from Licensee’s material contributions of data and/or effort in providing its own services to the third party.

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6. If the Web App(s) or the Licensed Dataset include access to individual profiles or personally identifiable information (“PII”), Licensee may only publish aggregated data that cannot be used to identify individual persons, and may not under any circumstance publish PII or data that may be manipulated or reverse engineered to create PII.
7. Any profile data or PII included in the Licensed Dataset is to be used for research purposes only. Licensee may not use the Licensed Dataset to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.
8. *This paragraph applies only if the Subscription Services include access to the text of individual job postings.* The individual job postings may only be used for, broadly defined, the discovery, interpretation and/or communication of meaningful patterns in and/or aggregations or summaries of the respective data through software tools for any purpose, including but not limited to the calculation of aggregate statistics or use of the data for any investment purpose (individually and jointly also referred to as: “Analytics”). The use of the individual job postings or any subset, modified or derived version thereof for any other purpose than for Analytics, including but not limited to making the individual job postings available to third parties (e.g. on a website that is publicly accessible or as content in any software system) is prohibited; except that access to a limited number of individual job postings as illustrations of the use for Analytics purposes is permitted (up to a 100 individual job postings at maximum per illustration access).
9. *This paragraph applies only to the following Web Apps: Course Vision, Further Education Analyst, and Strengthfinder.* If the Web App(s) include any higher-education enrollments or completions data, Licensee may not make such data available to any third party in a manner that identifies any specific higher-education institution. This restriction does not prevent Licensee from sharing the Licensed Dataset with contractors who are performing services for the benefit of Licensee or on behalf of Licensee, provided that such contractors shall be bound by the same restriction on making institution-identifying enrollments or completions data available to third parties.

b. Disclaimers

The Subscription Services are provided “as is,” without warranty for a particular purpose or project. Emsi Burning Glass is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on the Subscription Services and the outcomes of those decisions, including any economic loss.

The reports and forecasts in the Subscription Services are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Emsi Burning Glass uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in the Subscription

Services may differ significantly from actual circumstances or outcomes. In addition, Emsi Burning Glass cannot make any representation of the completeness of data aggregated from any source.

The Subscription Services use global professional profiles built with data posted online by individuals about themselves. Such data comes from sources such as professional networking sites, talent hubs, blogs, publications, journals, and social networks. Any information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.

Emsi Burning Glass updates and upgrades products and services periodically. Except as expressly stated otherwise herein, Emsi Burning Glass is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee.

V. Limitation of Liability

EMSI BURNING GLASS'S LIABILITY FOR DAMAGES TO LICENSEE SHALL NOT EXCEED THE AMOUNT LICENSEE PAID TO EMSI BURNING GLASS FOR THE PRODUCT OR SERVICE IN QUESTION.

VI. Applicable Law

Any litigation regarding interpretation or enforcement of this Agreement shall be brought in the state of Virginia, and this Agreement shall be interpreted according to the laws of the state of Virginia without regard to any conflict of law provisions.

VII. Licensee Contact Information (to be completed by Licensee before contract signature)

	Invoice Contact	Admin User
Name:	Karen Manley	Karen Manley
Email:	kmanley@gmu.edu	kmanley@gmu.edu


VIII. Compliance with Laws

Emsi Burning Glass warrants that its performance under this Agreement complies with all applicable laws. If at any time during the term of this Agreement it becomes unlawful for Emsi Burning Glass to continue performance, Emsi Burning Glass may immediately terminate its performance under this Agreement without penalty. If Emsi Burning Glass terminates under this section, Emsi Burning Glass will refund the unused portion of any prepaid fees.

IX. Complete Agreement

This is the complete agreement between the parties. Any amendments to this Agreement, including any terms that Licensee is required by law to include in a contract for services, must be in writing and signed by both parties. Terms included in a purchase order issued by Licensee with respect to this Agreement do not apply unless the purchase order is signed by an authorized representative of Emsi Burning Glass.


For Emsi Burning Glass:


 07/27/2022

 Authorized Signature Date
 Nathan Gurnsey

 Printed Name
 Economic Modeling, LLC
 232 N. Almon Street
 Moscow, ID 83843

For Licensee:

DocuSigned by:

 2F81E096C77E4DC...

 Authorized Signature Date
 James Russell

 Printed Name
 George Mason University
 4400 University Dr
 Fairfax, Virginia 22030-4444