



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-19.

MEETING DATE	2019-11-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:

Direct Negotiation Recommendation of \$500,000 or Less - FY20-124 - Compensation Analysis Subscription

REQUESTED ACTION:

Approve the recommendation to award the above Agreement. Contract Term: June 1, 2019 through May 31, 2023, 4 Years; User Department: Compensation & Human Resource Support Services (HR); Award Amount: \$35,520; Awarded Vendor(s): Salary.com LLC; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

CompAnalyst has been used by the District since 2013 and is an essential tool for the HR Department, allowing them to complete market studies and job evaluations. CompAnalyst is a hosted cloud solution.
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$35,520. The funding source will come from HR's operating budget. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Rose M. Hall	Phone: 754-321-0144
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

10/21/2019, 1:03:47 PM

Approved In Open Board Meeting On:

NOV 05 2019

By:

Heather P. Burkwood

School Board Chair

Electronic Signature

Form #4189 Revised 07/25/2019
 RWR/ MLW/MCC/RMH:hdc

EXECUTIVE SUMMARY

Direct Negotiation Recommendation of \$500,000 or Less FY20-124 – Compensation Analysis Subscription

Introduction

Responsible: Procurement and Warehousing Services (PWS)

This request is to approve the agreement between Salary.com, LLC, and The School Board of Broward County, Florida (SBBC), for four (4) years, starting June 1, 2019 through May 31, 2023. Salary.com provides a subscription license to a compensation analysis tool called CompAnalyst. The spending authority being requested is \$35,520 and is funded by the Compensation and Human Resource Support Services department.

Goods/Services Description

Responsible: Compensation & Human Resource Support Services (HR)

Salary.com is an online tool that is used by the Compensation Department to gather information on market pay practices. Data published by Salary.com include salaries and other forms of compensation for job classifications, taking into consideration the geographic region, industry, and company size. Other types of information made available via the Salary.com tool include:

- Average, median and percentile salary amounts,
- Minimum and maximum salary amounts for survey job classifications
- Summary job descriptions
- Level of education and years of experience typically required for a job
- FLSA exemption status (an indicator of whether the job is exempt or non-exempt)
- Number of organizations and employees represented by the survey data

Information on market pay trends and practices provides a benchmark for comparing and assessing the external value for jobs, which is used to determine pay grade assignments and assists with establishing pay rates for employees. Information provided by Salary.com is critical as it keeps Human Resources abreast of changes in the employment market, supporting our ability to effectively attract and retain staff.

Procurement Method

Responsible: PWS

Pursuant to Purchasing Policy 3320, Section II, H, and pursuant to the Department of Education, Rule 6A-1.012, 1 I(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived as for the SBBC's purchase of computer software.

CompAnalyst has been used in the District since 2013. In 2013, Kenexa Compensation owned CompAnalyst, but International Business Machines Corp (IBM) acquired it in 2015 and subsequently sold it to Salary.com. Although issuing a purchase order sufficed for previous terms, SBBC was advised at the beginning of June that terms and conditions must be signed to renew for the new term. Procurement & Warehousing Services is since working with the vendor and HR to bring this for the School Board review. Salary.com has allowed continued use of CompAnalyst while this Agreement was negotiated.

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**Financial Impact
Responsible: PWS & HR**

The total spending authority being requested is \$35,520 which represents the cost of the subscription service that provides access to critical data used to analyze employee compensation as detailed below:

Yearly cost	\$ 8,880
<u>Number of years</u>	<u>4</u>
<u>Total spend authority</u>	<u>\$ 35,520</u>

The previous term was from June 2015 through June 2019, with a total price of \$37,000. The current agreement brings cost savings to the District of \$1,480.

The approval of this recommendation does not mean the authorized amount will be spent.

DATA SUBSCRIPTION AGREEMENT

This Data Subscription Agreement (“**DSA**”) is entered into between Salary.com, LLC., a Delaware corporation (“**Salary**”), and The School Board of Broward County, Florida (“**Customer**”) who has purchased the Service (as defined below) by means of an order form issued by Salary (an “**Order**” or “**Order Form**”; together with the DSA, the “**Agreement**”).

1. SOFTWARE SERVICE

Subject to the Agreement, Salary will provide Customer with access to use a subscription to Salary’s software-as-a-service offering and other services (the “**Subscription Service**”) and/or Consulting Services (as defined herein) purchased in the Order Form attached and incorporated as **Attachment A** (the “**Service**”) for the duration of the Subscription Term (as defined herein). As part of provision of the Service, Salary may provide Customer with access to various compensation, HR, and/or other information or data (the “**Salary Data**”) which Customer may only use for its internal operational purposes.

2. USE OF SERVICE

2.1 Customer Data

All data and information uploaded or otherwise submitted into the Service by Customer (“**Customer Data**”) will remain the property of Customer. Customer grants Salary the right to use and modify the Customer Data as necessary for Salary to provide the Service. Customer represents and warrants to Salary that it has full power and authority to enter into the Agreement and to convey all rights granted to Salary under the Agreement, including all rights in and to the Customer Data. Notwithstanding anything to the contrary, Customer Data does not include Anonymous Data.

2.2 Access and Usage

Customer may allow its employees, agents, and contractors to access the Service and Salary Data in compliance with the terms of the Agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with the Agreement by its employees, agents and contractors.

2.3 Customer Responsibilities

Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Salary promptly of any such unauthorized access; and (iv) must use the Service only in accordance with the Service’s technical documentation and applicable law.

2.4 Anonymized Data

Notwithstanding anything to the contrary, Salary may retain and use metadata concerning Customer’s use of the SaaS Service in an aggregated, anonymous format for research and development, benchmarking, quality assurance only (the “**Anonymous Data**”) (i.e., so that Customer cannot be identified as the source of the confidential information and so that personally identifiable information allowing the identification of individual employees and /or applicants is removed); provided, however, that in no event shall Anonymous Data include any Customer Data.

Should Customer participate in Salary’s IPAS or other survey-based products and services, Customer must provide Salary with any survey data and other data inputs requested by Salary (“**IPAS Data**”).

Customer hereby grants Salary a perpetual, irrevocable, royalty free license to use the IPAS Data in anonymized form solely for the development of those surveys.

For clarity, Anonymous Data and IPAS Data are excluded from Customer Data and all such Anonymous Data is deemed Salary Data.

2.5 Salary Support

Salary will provide telephone support to Customer for the Service between 9:30am to 5:30pm EST, Monday to Friday (excluding company holidays). Such support may include general maintenance (bug fixes) releases, enhancements, new versions, additions and modifications and is provided at no additional fee. Salary will try to limit scheduled outages to evening hours (EST) and to provide Customer with notice of scheduled outages via the Services, email to the address on record, or any of Salary's websites (including, but not limited to, www.salary.com and www.companalyst.com).

2.6 Safeguards

Salary shall safeguard, protect, and secure the Service and Customer Data. Salary will only use Customer Data in accordance with the Agreement and Salary's Privacy Policy attached and incorporated as **Attachment B** (the "Privacy Policy").

3. SALARY PROPERTY

The software, all Salary provided data, workflow processes, user interface, designs and other technologies and data provided to Customer by Salary, including the Service and Salary Data, are the proprietary property of Salary and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Salary (or its licensors as the case may be). Customer may not remove or modify any proprietary marking or restrictive legends in the Service. Salary reserves all rights unless expressly granted in the Agreement. The Agreement does not grant Customer any ownership rights in or to the Service or Salary Data.

4. USE RESTRICTIONS

4.1 Prohibited Data

Customer agrees not to use the Service to store, transmit, process, or otherwise handle (i) infringing material, unsolicited marketing emails, libelous material, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights, and (ii) social security numbers, passport numbers, driver's license or other government identification numbers, physical or mental health information or other information subject to the Health Insurance Portability and Accountability Act or similar legislation, personal financial account information, debit or credit card numbers, or other information subject to the Gramm-Leach-Bliley Act or similar legislation, or any Special Categories of Data under applicable EEA data protection regulations (combined, "**Prohibited Data**"). Customer Data and Confidential Information expressly exclude Prohibited Data. Salary disclaims all liability arising from or related to the Prohibited Data.

4.2 Prohibited Use

Customer agrees that it will not (i) sell, resell, rent, lease, lend, provide, or otherwise make available the Service or the Salary Data to a third party or use them in a service provider capacity or make them available to third parties (except its employees and contractors as expressly permitted by the Agreement); (ii) interfere with or disrupt the integrity or performance of the Service or use the Service or Salary Data in violation of applicable law; (iii) attempt to gain unauthorized access to the Service or their related systems or networks; (iv) reverse engineer the Service; (v) upload to the Service or use the Service in conjunction with any viruses, worms, malware, spyware, or other malicious or harmful files, programs, code, or similar

material; or (vi) access the Service or the Salary Data to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

5. PAYMENT

5.1 General Payment

Customer must pay all fees based on the payment terms specified on the Order. If no payment terms are specified on the Order, all fees are due as specifically stated in this section. Fees specified on the Order. Salary shall invoice Customer Eight thousand Eight Hundred Dollars and 00/100 Cents (\$8,800.00) annually and Customer shall pay same invoice net 30 calendar days. Unless expressly set forth otherwise, all amounts are in USD.

5.2 Intentionally Omitted

6. TERM AND TERMINATION

6.1 Term

The term of the Agreement will commence on June 1, 2019 and expire May 31, 2023 (such period, the "Subscription Term").

6.2 Intentionally Omitted

6.3 Termination for Material Breach

If either party is in material breach, the other party may terminate the applicable Order at the end of a written 30-day notice/cure period, if the breach has not been cured by the expiration of such notice/cure period. This Agreement may be canceled with or without cause by Customer during the **Subscription Term** hereof upon ninety (90) calendar days written notice to Salary of its desire to terminate this Agreement.

6.6 Suspension for Violations

Salary may suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law or is in breach of the Agreement. Salary will contact Customer prior to suspension under this paragraph.

7. MUTUAL CONFIDENTIALITY

7.1 Definition of Confidential Information

Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Salary's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information about the Service, and all Salary Data. Customer's Confidential Information includes without limitation Customer Data. Confidential Information does not include Anonymous Data or IPAS Data (as defined below).

7.2 Protection of Confidential Information

The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of a similar nature (but in no event less than reasonable care). Recipient agrees not to disclose or use any Confidential Information of the Discloser for any purpose except as permitted by the Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access in order to deliver the Service and who are bound by confidentiality obligations no less restrictive than the confidentiality terms of this Agreement.

7.3 Exclusions

Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was or becomes known to the Recipient without, to Recipient's reasonable knowledge, breach of any obligation owed to the Discloser, or (iii) was independently developed by the Recipient without use or access to the Confidential Information, or (iv) is considered a public record pursuant to Chapter 119, Florida Statutes. The Recipient may disclose Confidential Information to the extent required by law or court order, but will, to the extent not prohibited by law, provide Discloser with reasonable advance notice in order to allow Discloser an opportunity to seek a protective order.

8. NOTICE

Except as otherwise specified in the Agreement, any notice required to be sent under the Agreement must be sent as specified below.

Notice To Salary

Salary.com, LLC
Attn: Legal Department
610 Lincoln St. North, Suite # 200
Waltham, MA 0245

With a copy to billing@salary.com

Notice To Customer

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Director, Compensation and Human Resource Support Services
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

9. DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALARY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. WHILE SALARY TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, SALARY DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED NOR THAT IT IS FREE OF VIRUSES OR MALICIOUS CODE. CUSTOMER UNDERSTANDS THAT THE SERVICE AND SALARY DATA MAY NOT BE ERROR FREE, AND USE OF THE SERVICE MAY BE INTERRUPTED. THOUGH SALARY TAKES REASONABLE STATISTICAL AND OTHER REASONABLE MEASURES TO ENSURE THE DATA IS ACCURATE AND REPRESENTATIVE, IT CANNOT AND DOES NOT GUARANTY THAT THE SALARY DATA IS ACCURATE OR REPRESENTATIVE. THE SERVICE AND SALARY DATA IS PROVIDED "AS IS".

10. PRODUCT SPECIFIC TERMS

Intentionally Omitted

11. INDEMNITY

11.1 By Salary

Salary will defend, indemnify, and hold Customer (and Customer's officers, directors, employees, agents, and affiliates) harmless, at Salary's expense (including costs, damages, and reasonable attorney's fees), from and against any third party claim against Customer to the extent that such claim alleges that Salary Data violates a valid copyright, trademark or trade secret, so long as Customer promptly notifies Salary of the claim in writing, cooperates with Salary in the defense, and allows Salary to solely control the defense or settlement of the claim provided that Salary will not (without Customer's prior written consent) accept any related settlement that requires Customer to make an admission or imposes any obligation, restriction, or liability on Customer that is not covered by this indemnification. **Process:** If such a claim appears likely, then Salary may modify the Salary Data, procure the necessary rights, or replace it with the functional equivalent. If Salary determines that none of these are reasonably available, then Salary may terminate the applicable Order and refund any prepaid and unused fees. **Exclusions.** Salary has no obligation for any claim arising from Salary's use of Customer Data in accordance with this Agreement, Customer's use of Customer Data or items, data, or materials not provided by Salary. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND SALARY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**

11.2 By Customer

Customer will defend, indemnify, and hold Salary (and Salary's officers, directors, employees, agents, and affiliates) harmless, at Customer's expense (including costs, damages, and attorney's fees), from and against any third party claim, suit, fine, action, or allegation based upon or arising from, directly or indirectly (i) Customer's Customer Data, (ii) Prohibited Data, (iii) Customer's breach of this Agreement, (iv) Customer's misappropriation of Salary Data. **Process:** Salary will: promptly notify Customer in writing of the claim and allow Customer to control, and will cooperate with Customer in, the defense and any related settlement; provided that Customer will not (without Salary's prior written consent) accept any related settlement that requires Salary to make an admission or imposes any obligation, restriction, or liability on Salary that is not covered by this indemnification.

12. LIABILITY LIMIT

12.1 EXCLUSION OF INDIRECT DAMAGES

Except as arising from or related to Customer's misappropriation or unauthorized disclosure of Salary Data, neither party will be liable for any indirect, special, incidental or consequential damages arising out of or related to the Agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits, revenue or anticipated cost savings), even if it knows of the possibility of such damage or loss.

12.2 TOTAL LIMIT ON LIABILITY

Except for liability arising from or related to either party's obligations under the 'Indemnity' section herein, Customer's payment obligations, or Customer's misappropriation or unauthorized disclosure of Salary Data, each party's total liability arising out of or related to the Agreement (whether in contract, tort or otherwise) will not exceed the amount paid by Customer within the 12-month period prior to the event that gave rise to the liability.

12.3 LIMITATIONS BY LAW

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; as such, the above limitations or exclusions shall apply to the maximum extent permitted by law. Customer may have additional consumer rights under local law.

13. GOVERNING LAW AND FORUM

13.1 Governing Law

The Agreement is governed by the laws of the Commonwealth of Florida (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of the Agreement.

13.2 Forum

Any suit or legal proceeding must be exclusively brought in the federal or state courts for Broward County, Florida, and all parties submit to this personal jurisdiction and venue.

13.3 Injunctive Relief and Costs

Nothing in the Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its reasonable attorneys' fees and costs from the other party.

14. ENTIRE AGREEMENT AND CHANGES

14.1 Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in the Agreement. No representation, promise or inducement not included in the Agreement is binding.

14.2 Amendment; No Waiver

Except as otherwise specified herein, no modification of the Agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

15. OTHER TERMS

15.1 Intentionally Omitted

15.2 No Assignment

Neither party may assign or transfer the Agreement to a third party, except that the Agreement may be assigned, without the consent of the other party, to a party's affiliates or as part of a merger, change in control, or sale of all or substantially all the assets of a party, so long as such successor is not a competitor of the other party. In the event that any assignment or transfer of the Agreement results in an increased number of FTE, Salary may, in accordance with the Additional Fees section herein, charge Customer for the increased number of FTEs and Customer agrees to pay such charge.

15.3 Compliance with Law

Salary will comply with all applicable U.S. federal, state, and local laws in relation to Salary's delivery of the Service. Customer agrees that Salary may disclose any information necessary to satisfy any applicable legal process, court order, governmental request, law, or regulation. Customer agrees that it will comply with all applicable laws in the course of Customer's use of the Service. Customer further agrees that it will comply with all applicable export laws including, but not limited to, the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury and Customer agrees that it will not directly or indirectly export, re-export, or transfer the Service to any prohibited countries or individuals or permit use by prohibited countries or individuals.

15.4 Independent Contractors

Salary and Customer agree that no joint venture, partnership, employment, or agency relationship exists between the parties. The parties are independent contractors with respect to each other.

15.5 Enforceability and Force Majeure

If any term of the Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

15.6 No Third Party Beneficiaries

Nothing in the Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15.7 Money Damages Insufficient

Any breach by a party of the Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

15.8 No Additional Terms

Salary rejects additional or conflicting terms of any Customer form-purchasing document, purchase order, or similar document.

15.9 Order of Precedence

If there is an inconsistency between this DSA and the Order Form, the Order Form will prevail.

15.10 Survival of Terms

Any terms that by their nature survive termination or expiration of this DSA or the applicable Order, will survive (including without limitation, the Mutual Confidentiality, Product Specific Terms, and the Anonymized Data sections of the Agreement).

15.11 Provision of Services

The Order Form, along with this DSA, is a contract for the provision of services, not for the sale of goods. The UN Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), and any similar legislation now in effect or later enacted does not apply.

15.12 Feedback

If Customer provides feedback or suggestions about the Service, then Salary (and those it allows to use its technology) may use such information without obligation to Customer.

15.13 Authority

Each party represents and warrants to that it has all necessary power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

16. MISCELLANEOUS TERMS

16.1 Disclosure of Education Records and Employee Information.

Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by SBBC to VENDOR. Should vendor come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

16.2 Inspection of Salary's Records by SBBC.

Salary shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All of

Salary's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, examination during normal working hours and no more than once a year, by SBBC's agent or its authorized representative to permit SBBC to evaluate and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of Salary directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections and examinations, SBBC's agent or authorized representative shall have access to Salary's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of three (3) years after the termination of this Agreement or three (3) years after the date of final payment by SBBC to Salary pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide Salary reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection or examination.

(c) Audit Conditions. SBBC's agent or its authorized representative shall have access to any and all records related to this Agreement and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by Salary to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any Salary's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Salary in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Salary. If the audit discloses billings or charges to which Salary is not contractually entitled, Salary shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, Salary shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Salary to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to Salary pursuant to this Agreement and such excluded costs shall become the liability of Salary.

(g) Inspector General Audits. Salary shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

16.3 Public Records.

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Salary shall keep and maintain public records required by SBBC to perform the services required under this

Agreement. Upon request from SBBC's custodian of public records, Salary shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Salary shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Salary does not transfer the public records to SBBC. Upon completion of the Agreement, Salary shall transfer, at no cost, to SBBC all public records in possession of Salary or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Salary transfers all public records to SBBC upon completion of the Agreement, Salary shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Salary keeps and maintains public records upon completion of the Agreement, Salary shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS @BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

16.4 Equal Opportunity Provision.

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

16.5 Annual Appropriation.

The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

16.6 Excess Funds.

Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

16.7 Incorporation by Reference.

Attachment A and **B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

16.8 No Waiver of Sovereign Immunity.

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

16.9 No Third Party Beneficiaries.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

16.10 Independent Contractor.

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

16.11 Compliance with Laws.

Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

16.12 Place of Performance.

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

16.13 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16.14 Assignment.

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

16.15 Captions.

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define,

limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

16.16 Severability.

In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

16.17 Preparation of Agreement.

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16.18 Amendments.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

16.19 Waiver.

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16.20 Force Majeure.

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

16.21 Survival.

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

16.22 Agreement Administration.

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

16.23 Counterparts and Multiple Originals.

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

16.24 Authority.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SALARY:

Salary.com, LLC

ATTEST:



, Secretary

By  _____
Signature

Printed Name: Colin S. Levy _____

Title: Corporate Counsel _____

(Corporate Seal)



ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Heather P. Brinkworth*
Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Salary.com, LLC
Date: 2019.10.04 13:16:06 -04'00'

Office of the General Counsel

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Attachment A



Order Form

610 Lincoln St. North Building, Suite # 200 Waltham, MA 02451

Customer: The School Board of Broward County, Florida **Order Type:** Renewal
Number of FTEs: 2,500
Subscription Start Date: Jun 1, 2019 **Subscription End Date:** May 31, 2023

Subscription Service	Term (months)	Price
CompAnalyst Market Data - US	48	USD 8,880.00
		Annual Contract Value: USD 8,880.00

Billing (Additional Items)

- FTE means each full time employee of Customer.
- Payment Term: Due On Receipt
- Invoice Frequency: Annually
- Special Billing Instructions: N/A
- PO (if required):

Miscellaneous:

Terms: This Order is governed by the terms of the Data Subscription Agreement (the 'DSA'. If there is a conflict between the terms of this Order and the DSA, this Order governs. This Order and the DSA are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this Order.

Customer Contact

Debbie-Anne Scott
600 SE 3rd Ave Employee Relations
Fort Lauderdale, Florida 33301
Phone: +1.754.321.0150
Email: debbie-ann.scott@browardschools.com

Account Executive: Stergios Stamopoulos
Email: stergios.stamopoulos@salary.com
Phone: 781-552-4527

Customer Billing Contact:

Rose Hall
600 SE 3rd Ave Employee Relations
Fort Lauderdale, Florida 33301
Phone:
Email: rosehall@browardschools.com

Account Manager: Stergios Stamopoulos
Email: stergios.stamopoulos@salary.com
Phone: 781-552-4527

Attachment B

Last Updated May 2, 2018

1. Intro

Your privacy is extremely important to Salary.com, LLC and its affiliates ("Salary"). In order to try to protect your privacy, Salary has developed and complies with this Salary.com Privacy Policy (this "Privacy Policy") in relation to Salary's collection, processing, and usage of data and information you share with Salary as part of your use of Salary's websites (the "Websites"), including salary.com (/) and www.companalyst.com (<https://www.companalyst.com/>), and Salary's Service(s) (as defined in Salary's Data Subscription Agreement located at /legal/DSA/ (/legal/legal/DSA/)).

This Privacy Policy also describes your choices regarding use, access and correction of your personal information. In relation to the Personal Data collected and processed through the Websites, Salary processes Personal Data as a data controller. In relation to Personal Data provided to and processed by Salary for Salary's customers and subscribers, Salary processes Personal Data as a data processor.

By accessing and using the Websites and/or Service, you agree to this Privacy Policy and consent to the data practices set forth in this agreement.

1.1. Summary

This summary is intended to provide a high-level overview of Salary's privacy and data collection practices – for more details, please refer to the relevant sections below. The type of data Salary collects and processes falls into two broad categories; information and data Salary collects for its own purposes through its Websites and other means ("Salary Collected Data") and information and data Salary's Customer's provided to it for processing in connection with Salary's Service(s) ("Customer Data").

Salary Collected Data consists of data a Website visitor shares with Salary through the Website, including, but not limited to, Personal Information such as your name, contact information, and/or employment and compensation information and other data and information Salary collects through the use of cookies and similar technologies. Salary uses the Salary Collected Data to provide Website functionality, analyze traffic and usage, deliver content tailored to your interests, provide and enrich the Service(s) and Salary's market data and compensation databases, and to send you sales, services, support, and/or marketing emails or other communications concerning the Websites, Service(s), and/or other products, services, or offerings. Though Salary may disclose the Salary Collected Data to third parties, such as business partners, in furtherance of the above uses, Salary will not sell or lease your Personal Information. If you have any questions or concerns about any Salary Collected Data related to you, please reach out to Salary at privacy@salary.com (<mailto:privacy@salary.com>).

Customer Data consists of data provided to Salary by Salary's Customers including, but not limited to, Personal Information about the Customer's employees. Customer Data is collected by Salary's Customers or their agents and is provided to Salary in the course of a Customer's use of Salary's Service(s). Salary only uses Customer Data to provide the Service(s) to the applicable Customer, in an aggregated and anonymous format to enrich its market data and compensation databases, and as permitted by the agreement between the Customer and Salary.

1.2. Contact Us

Please contact Salary at privacy@salary.com (<mailto:privacy@salary.com>) or by mail at Salary.com, LLC, 610 Lincoln St, North Building, Suite 200, Waltham, MA 02451 with any privacy questions or comments you may have or to request or exercise any rights you have under applicable law to access, rectify, delete, restrict, retain, or reuse any of your Personal Information.

1.3. Changes to PP

Salary reserves the right to change, modify, add, or remove portions of this Privacy Policy at any time. All

changes will be posted on salary.com and, in such event, Salary will update the "Last updated" date above. Please be sure to review any changes made to the Privacy Policy by occasionally checking this page for updates. Your continued use of the Websites and Service(s) will constitute your agreement to such updated Privacy Policy.

1.4. Customer Data

In the course of Salary's Customers' use of any Service(s), Customer may load Personal Information concerning their employees, contractors, and/or other individuals into the Service(s) and use the Service(s) to process, handle, or store such information. Customers control and are responsible for correcting, deleting, or updating information they process, handle, store, or otherwise use concerning you, including any data about you that they may load into the Service(s). If you request that Salary removes your Personal Data, Salary will respond within a reasonable timeframe. Though Salary's agreements with Customers prohibit Customers from loading or using the Service(s) to process, handle, or store Prohibited Data, Salary has no direct control over or responsibility for the data Customers choose to load into or use with the Service(s). Salary is not responsible for the data Customers load into or process, handle, or store within the Service(s).

2. Information Collected

2.1. Visiting the Websites and using the Service

By accessing and using the Websites and by providing any Collected Information (as defined below), you represent and certify that you have all necessary and sufficient rights to provide the Collected Information to Salary and that you consent to the processing of the Collected Information for the purposes stated herein, including, but not limited to, providing Website functionality, providing Salary's service(s) and/or support and billing for such services, and for mailings and other sales and marketing actions.

As part of your use and access to the Websites and/or Service, you may share data or information, including, but not limited to, information that identifies you personally such as your name, your contact information, or your employment and compensation information ("Personal Information"). You may also provide information about third parties, such as your employer, your employees, or your employer's employees ("Third Party Information") (together with Personal Information, the "Collected Information"). For example, you may share your name and contact information with Salary to allow Salary communicate with you, to order a product, to process an order, to access or download certain content or materials, to register for a service, to provide you with a subscription, or to do business with us.

Salary may also collection information about you in the course of your use or access of the Websites or Service including, but not limited to, your IP address, geographical location, browser type, referral source, length of visit and pages viewed, actions taken and pages viewed on the Websites or in the Service, next URL visited (regardless of whether it is a Salary Website), and other similar information collected as part of your use or access to the Websites or Service and all such information along with any information Salary collects through its use of cookies, clear gifs, web beacons/bugs, and log files shall also be considered Personal Information.

The Collected Information allows Salary to provide the Websites and Service to you, to collect statistics about the usage and effectiveness of its Websites, its Service, and other services, products, and offerings, to determine whether you've opened an email or clicked on a link contained in an email, and to personalize your experience and tailor Salary interactions with you.

2.1.1. Cookies

Salary and its partners may use various tracking technologies such as cookies or other similar technologies in connection with the Websites or Services. Salary may also use third party service providers (who may also use cookies or other tracking technologies) to allow Salary to analyze a visitor's behavior on the Websites and in the Service. Salary uses both per-session and persistent cookies in conjunction with the Websites and the Service. You can access Salary's Privacy Controls here (</legal/legal/privacy-controls/>) to learn more about and manage which cookies are used on the Websites.

Cookies are small bits of data stored locally by a browser that saves information and helps the hosting website identify the user upon subsequent visits. Cookies are uniquely assigned to the users' computer and may only be read by a web server located within the domain that originally issued the cookie. Cookies generally assist users by performing certain functions such as saving passwords and personal preferences for a website. Persistent cookies are stored for a set length of time determined by the web server when it passes the cookie on to the browser and are used to store information between visits to a site. Per-session cookies are used to store information only within a single session and are only cached while a user is visiting the web server that issues the per-session cookie. Per-session cookies are deleted from the cache

when the user closes the session. Most browsers allow users to specify whether they would like to accept or decline cookies. Declining use of cookies in conjunction with the Websites or the Service may hinder performance and negatively impact the user experience. Use of cookies or similar technologies by Salary's advertisers is not covered by this Privacy Policy and Salary does not have access or control over any such cookies or similar technologies.

2.1.2. Clear Gifs

Salary and its partners may also employ clear gifs (a.k.a. Web Beacons/Web Bugs), that help Salary better manage content on the Websites and in the Service by informing Salary what content is effective. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at the end of this sentence.

2.1.3. Log Files

Salary gathers certain information about a visitor's visit, access, and use of the Websites and/or Service and stores such information in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and click stream data. Salary may use this information which does not identify individual users, to analyze trends, to administer the Websites and the Service, to track visitors' movements around the Websites and the Service and to gather demographic information about our visitor base as a whole.

2.2. Payment Info

If you purchase a subscription to the Service or purchase any other product or service from Salary, Salary may collect and process your payment information, including credit card numbers and billing information, using third party service providers which are PCI-compliant.

2.3. Children

The Websites and Service are intended for us by adults and are not intended for or targeted at children under 13 years of age. Salary does not knowingly or intentionally collect information or data on children under 13 years of age. Please contact Salary at privacy@salary.com if you believe that Salary has collected information about a child under 13 years of age.

3. Use of Personal Information

3.1. Exclusive Use and No Resale

All Personal Information is used exclusively by Salary unless otherwise noted in this Privacy Policy or at the time of collection. Salary reserves the right to use or disclose your Personal Information if required by law or if Salary reasonably believes that use or disclosure is necessary to protect Salary's or Salary's business partner's rights, protect your safety or the safety of others, investigate fraud, or comply with a law, court order, or legal process. Salary does not sell, rent, share, or otherwise provide Personal Information to third parties for direct marketing purposes. Notwithstanding anything to the contrary herein, in the event Salary goes through a business transition, such as a merger, acquisition, change in control, or sale of all or a portion of its assets, Salary may disclose, sell, transfer, or assign its rights to the Collected Information as part of such business transition. Salary will use reasonable efforts to notify you in the event of any such business transition, sale, transfer, or assignment of Salary's rights to the Collected Information.

3.2. Disclosure to Third Parties; Not for Sale

From time to time, Salary may disclose the Collected Information to other non-Salary.com entities, such as our business partners. Except as described in this Privacy Statement, Salary will only do so with your prior consent. Salary will not, however, sell or lease the Collected Information. Notwithstanding the foregoing, Salary may disclose, remove, or alter any Third Party Information provided by you as instructed by the individual who is the subject of such Third Party Information. Salary may use and share the Collected Information in an aggregated and anonymous manner as Salary sees fit.

Salary may also use other third parties, such as, for example, a credit card processing company to bill you for purchases or an email service provider to send out emails on our behalf, to help collect, manage, and process the Collected Information and you agree that Salary may share the Collected Information with such third parties as necessary for such purposes.

3.3. Use of Collected Information

Salary may use the Collected Information for a variety of purposes including, but not limited to, (i) providing the Websites, Service, and related support services to you, (ii) personalizing your experience, analyzing usage and effectiveness of its Websites, Service, and other services, products, and offerings, (iii) completing transactions or purchases by you, and (iv) sending you sales, services, support, and/or marketing emails or other communications concerning the Websites, Service, and/or Salary's other products, services, or offerings. To help accomplish such purposes, Salary may share the Collected Information with others, for instance, Salary business partners, financial institutions, shipping companies, or postal or government authorities, such as customs authorities. Salary may in some situations also use the Collected Information in an aggregated and anonymous manner to the help improve the Service.

Some of Salary's offerings may be sponsored by Salary and one or more third parties. If you sign up for these offerings, be aware that your information may also be collected by and shared with those third parties. Please familiarize yourself with their privacy policies to gain an understanding of the manner in which they will handle information about you. If you choose to "Email This Page" to a friend or colleague, Salary may ask for their name, e-mail address, and/or other information about such friend or colleague. This information will be used solely to send a one-time e-mail sharing the page you indicated, but will not be used for any other purposes.

Certain online transactions may involve telephone calls, online chats, or other communications between yourself and Salary. Please be aware that it is Salary's general practice to monitor and, in some cases, record such communications for staff training and quality assurance purposes or to retain evidence of a particular transaction or interaction.

3.4. Social Media and Third Party Sites

The Websites contain links to third party sites that are not owned or controlled by Salary, including links to social media platforms such as Facebook. The Websites may also contain various social media tools, integrations, or widgets such as the Facebook Like button. These third party sites and social media tools are hosted and provided by third parties. Please be aware that Salary is not responsible for the privacy practices of such other sites or social media tools. Salary encourages you to be aware when you visit any third party site or use any social media tools and to read the privacy statements of each and every third party site you visit. This Privacy Policy applies only to information the Websites and the Service. All third party sites and social media tools are governed by the privacy policy of the third party that provides such site or tool.

3.5. Visitor Comments and Forums

The Websites or Service may include functionality allowing you and others to access, view, and post comments on or through blogs, forums, or similar mediums. You agree that any information or material you post or otherwise make available through such mediums may be viewed, read, saved, collected, and used by others, including members of the public, and that Salary will have no obligations or liability arising from or related to such information. You also agree that Salary is not responsible for and will have no liability arising from or related to any information or materials posted or otherwise made available by any third party through such medium.

3.6. Advertising

Salary may advertise its products and services on third party sites which are governed by such sites' own privacy policies. These third parties may use cookies, clear gifs, and/or other similar technologies to collect information (such as your IP address) about your activities on Salary's Websites or on third party sites in order to provide you targeted advertisements based upon your interests.

Salary may use third-party ad server companies ("Advertisers") to serve or present ads that appear on the Websites as well. Advertisers may use information about you and your visits to the Websites and other sites in order to provide advertisements on Salary's Websites and other sites about goods and services that may be of interest to you. Advertisers may use cookies, clear gifs, or other similar technology to help present, better target, and/or measure the effectiveness of their advertisements, using data gathered over time and across their networks to determine the characteristics and preferences of their audience. The Websites may also set cookies on behalf of third parties other than Advertisers. These third parties collect non-personally-identifiable data and information regarding your internet use and the sites you visit. They may use this data or information to: (i) provide data or information products and services to Salary which may be used internally or Salary may sell or distribute such non-personally-identifiable data or information to third parties; (ii) provide data and information products and services direct to third party customers of the data collector. Salary does not authorize these third parties to store or use any personally identifiable information they obtain from Salary or the Websites.

Some advertising networks Salary use may be members of the Network Advertising Initiative (NAI). Individuals may opt-out of targeted advertising delivered by NAI member ad networks by visiting www.networkadvertising.org. Salary may also use advertising networks that are members of the Digital Advertising Alliance. Such advertisements can be identified by the DAA icon. You can click on the DAA icon in the advertisements themselves to manage your preferences.

4. International

4.1. International Transfers

If you are visiting the Websites from outside the United States, please be aware that any information you provide to Salary, including your Personal Information, will be sent to and processed within the United States. Salary is a global organization with business processes, management structures, and technical systems that cross international borders. As such, Salary may share, transfer, and access information about you from locations and countries throughout the world where we do business or have offices. Where Salary transfers Personal Data received from the EEA to any other country, Salary uses the Standard Contractual Clauses issued by the European Commission to ensure adequate safeguards in relation to such transfers. If you would like to learn more about the safeguards Salary has in place in relation to such transfers, please contact Salary at privacy@salary.com (<mailto:privacy@salary.com>). This Privacy Policy is designed to provide a globally consistent level of protection for personal information all over the world. This means that even in countries whose laws provide for less protection for your information, Salary will still handle your information in the manner described here.

4.2. PIPEDA

The Websites abide by the principles established in Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA"). The PIPEDA principles are: (i) accountability/compliance with the principles, (ii) identification of the purposes/reasons for collecting the personal information, (iii) consent to the collection of the personal information, (iv) limiting the collection to only what is necessary in order to achieve the desired tasks, (v) limiting the use, disclosure and retention of the personal information, (vi) maintaining accurate data, (vii) safeguarding data with appropriate security policies, and (viii) making policies easily available to employees and customers.

5. General

5.1. Service Providers

Salary may employ other companies, individuals, or consultants to provide services to users, customers, and prospects. You agree that Salary may share the Collected Information with such service providers in order to provide information, products, and/or services to you. For example, Salary may use such service providers to host data and information, send and receive emails, analyze data, provide marketing assistance, process credit card payments, and provide customer service. Salary will ensure that all such service providers adhere to privacy, security, and data handling practices at least as protective as Salary's own privacy, security, and data handling practices.

5.2. Security

Salary uses reasonable physical, administrative and technical safeguards to help protect the Collected Information from unauthorized access, use and disclosure. For example, when a customer places an order online through any of Salary's Websites, the customer's credit card, personal information, employee and related account information is protected through the use of a secure encryption such as the Secure Socket Layer ("SSL") protocol. Salary also requires that its suppliers protect such information from unauthorized access, use, and disclosure.

5.3. Access Rights and Unsubscribing

5.3.1. Access Rights

Salary will provide you with reasonable access to your Personal Information, including in some cases employee information, as well as the ability to review and correct such information. You may access, modify, or remove your Personal Information by contacting privacy@salary.com (<mailto:privacy@salary.com>) or, in some cases, by logging into the Service and making the applicable changes. In order to protect your privacy and security, Salary will take reasonable steps to verify your identity before granting you access to your Personal Information and may limit or deny access to any

information where providing such access would be unreasonable, burdensome, or expensive in the circumstances. Salary will try to respond to requests for access within 30 days.

5.3.2. Retention

Salary may retain the Collected Information for as long as you have a subscription to the Service, as it may be useful in order to potentially contact you about the Service, other services, products, or offerings, or as required by law or reasonably necessary for Salary to comply with any legal obligations, or enforce its rights or resolve disputes. In some cases we may retain the Collected Information in an aggregated and anonymous manner indefinitely.

5.3.3. Unsubscribing

You can unsubscribe from or opt out of communications from Salary by following the instructions included in each communication or by contacting Salary at privacy@salary.com (<mailto:privacy@salary.com>) or by contacting Salary by mail at Salary.com, LLC, Attn: Support – Unsubscribe, 610 Lincoln St, North Building, Suite 200, Waltham, MA 02451.

5.4. Compelled Disclosure

Salary may disclose Collected Information if and when required by law or in the good faith belief that such action is necessary in order to conform to the edicts of the law, comply with legal mandates, enforce its rights, enforce any agreement between Salary and its customers or to protect the rights, property, or personal safety of Salary, its employees and agents, its users, and the public.

[Home \(/\)](#) › [Legal \(/legal/\)](#) › [Privacy Policy](#)