



## National 211 Data Platform Agreement

**Representative Agent**

**211 Provider(s)**

**Geographic Coverage Areas**

This National 211 Data Platform Agreement (the "Agreement"), dated March 14, 2022 ("Effective Date"), is by and between United Way Worldwide ("UWW") and the Representative Agent for 211s identified above ("Agent"), on behalf of itself and each of the Authorizing 211 Provider(s) identified above (each, a "211 Provider").

### BACKGROUND

UWW owns and maintains a software platform (the "Platform" or "NDP") used to centralize and aggregate 211 community resource data, 211 call volume data, needs data for individuals at an aggregated level, and other relevant 211 data. The Platform and products and services made available through the Platform are more fully described in Exhibit A to this Agreement.

Agent is either an individual 211 Provider that owns and has full rights over the resource database compilation and other data sets that will be transmitted to and hosted within the NDP, or a 211 operating collaborative or an authorized agent that represents multiple 211(s) identified above, as such list shall be amended from time to time by Agent as described in this Agreement, and has documented authority to enter into this Agreement on behalf of each such regional 211 Provider related to their data.

Agent desires to access and/or allow its 211 Provider(s) to access the Platform to use the products and services available through the Platform, and as part of such access and use Agent and its 211 Providers will enter data into the Platform, as more fully described in this Agreement. Agent or the relevant Provider will continue to own and have access to the data they share with the Platform and UWW.

The 211 NDP Accelerator Group will act as an interim governing body for the National 211 Data Platform (made of a representative group of interested parties) to provide longer-term guidance on pricing and revenue sharing policies when opportunities present themselves. The pricing and revenue sharing policies will be for (1) annual costs for use of the NDP, (2) facilitation of the licensing of local and state 211 data and/or data compilations to vendors and organizations, and (3) facilitation of the licensing of regional and national 211 data to vendors and organizations. Permission from Agent is to be requested for data licensing agreements.

### TERM

The initial term will begin on the Effective Date and remain in until December 31, 2022 -- subject to termination as provided in the Terms and Conditions. At the end of the initial term, this Agreement will automatically renew for successive one-year periods, unless one party notifies the other in writing at least 60 days prior to the end of the then-current renewal period that it elects to have the term expire at the end of that period (collectively, the initial term and any subsequent renewal periods, the "Term").

### FEES

Usage Fees - There will be no usage fees for participation in and access to the Platform for the initial term. The Parties (including regional 211 providers concerning revenue sharing as amongst themselves) will negotiate and agree upon the applicable fee for future renewal terms as part of the future governance, pricing, and revenue sharing process.

Vendor Agreement Fees for Local & State Data - There will, however, be a charge in this initial term, when an Agent and/or 211 Provider enters into an agreement with a third-party to license access of their data and uses the NDP to facilitate the transmission of data. UWW will charge a fee of 5% of the contract to partially cover costs (payable as such license/sublicense fees are received by the 211 provider in question), and to maintain and improve the NDP. If no such license agreements are made with third parties, or no charge is assessed, then UWW will not charge a fee in this initial term. For existing licensing agreements, the 5% fee will start upon the next annual renewal of the vendor contract or the next annual date point if it is a multi-year vendor agreement. The 5% fee will be re-evaluated in the future governing, pricing, and revenue sharing process.

Vendor Agreement Fees for Regional & National Data - Will be determined through the collective governance, pricing, and revenue sharing process, and in collaboration with UWW, the Agents, 211 Providers, and a yet-to-be determined governing body.

By signing below, each of UWW and Agent certifies that it has read and agreed to the provisions set forth in this Agreement and to the Terms and Conditions attached hereto, which Terms and Conditions are incorporated into this Agreement as if fully set forth herein.

**UNITED WAY WORLDWIDE**

By: \_\_\_\_\_

Name: Kevin Claybon \_\_\_\_\_

Title: SVP Data Insights & Research \_\_\_\_\_

Date: \_\_\_\_\_

Contact Email: kevin.claybon@uww.unitedway.org\_\_

**TBD**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Email: \_\_\_\_\_

## **National 211 Data Platform Terms and Conditions**

These Terms and Conditions, together with the Agreement to which they are attached (collectively, the “Terms”), govern use of the National 211 Data Platform (the “Platform” or “NDP”), as more fully described in Exhibit A and the Documentation (as hereinafter defined), provided by United Way Worldwide (“UWW”) to the Agent and any 211 Providers identified in the Agreement. By executing the Agreement, each of UWW, the Authorizing Agent, and 211 Providers accepts and agrees to these Terms.

### **1. Definitions.**

1.1. “Platform Participant” means any 211 provider, including Agent and each 211 Provider, that has entered into an agreement with UWW to access and use the Platform.

1.2. “Authorized User(s)” means those employees, agents, and representatives of Agent or any 211 Provider who are authorized to use the Platform in accordance with these Terms. For the avoidance of doubt, each Authorized User must be a named user, to be designated by Agent to a 211 Provider and identified to UWW, and the number of Authorized Users shall be agreed upon by UWW.

1.3. “Documentation” means any user manuals, specifications, handbooks, guides, and other materials and objectives relating to and depicting the functions of the Platform which are provided by UWW to Provider, either electronically or in hard copy form, including (a) the list of Third-Party Components that are now or in the future will be incorporated in or integrated with the Platform and access rights thereto granted to Agent and a 211 Provider, and (b) the planned development of releases, features, and technologies associated with the Platform. UWW will provide to Agent or a 211 Provider a copy of the Documentation promptly upon request or, absent any request, upon any material updates to the Documentation by UWW.

1.4. “Non-Identifiable Information” means information, data, and other content included in the Submitted Data that does not identify any Authorized User or other individual, including statistical and performance information relating to the provision and operation of the Platform.

1.5. “Platform IP” means the Platform, the Documentation, and any and all intellectual property provided to Agent, any Authorizing 211 Provider, or any Authorized User in connection with or derived from the foregoing.

1.6. “Received Data” means the information, data, and other content made available to Agent, a 211 Provider, and their Authorized Users via the Platform, which excludes Agent’s Submitted Data but includes “Submitted Data” of other Platform Participants, Non-Identifiable Information, and similar information, data, and other content submitted, posted, or otherwise transmitted by or on behalf of UWW or other Platform Participants through the Platform.

1.7. “Submitted Data” means information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of UWW, Agent, a 211 Provider, any Authorized User, or any other Platform Participant through

the Platform, including any such information, data, or other content that is automatically submitted, posted, or otherwise transmitted through the Platform by means of an integration of the Platform with another computer program or product. For the avoidance of doubt, the Submitted Data does not include any Non-Identifiable Information.

1.8. “Third-Party Component(s)” means any third-party products, services, materials, or information that is provided with, utilized by, or incorporated into the Platform.

### **2. Use of Platform and Documentation.**

2.1. Provision of Platform. Subject to Agent’s and any 211 Provider’s compliance with these Terms, UWW hereby grants Agent and each of its 211 Providers a non-exclusive, non-transferable right to use the Platform during the Term, solely for use by Authorized Users for the internal purposes of Agent and its 211 Providers. UWW shall provide to Agent access instructions and credentials to enable each of Authorized Users to access the Platform. Agent shall be responsible for ensuring that the access credentials provided to each Authorized User are used only by that Authorized User, and that each Authorized User maintains the confidentiality of such access credentials and does not allow any other person to access the Platform via his or her credentials.

2.2. Documentation License. Subject to Agent’s and any 211 Provider’s compliance with these Terms, UWW hereby grants to Agent and its 211 Providers a non-exclusive, non-transferable license to use the Documentation during the Term, solely for Agent’s and any 211 Provider’s internal business purposes in connection with its use of the Platform.

2.3. Use Restrictions. Agent and its 211 Providers shall not use the Platform for any purposes beyond the scope expressly authorized by these Terms and UWW reserves all rights not expressly granted to Agent and its 211 Providers in these Terms. Without limiting the foregoing, Agent shall not at any time, directly or indirectly, and shall not permit any 211 Provider or Authorized User to: (a) except as permitted hereunder, copy, modify, or create derivative works of the Platform IP, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform IP; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) remove any proprietary notices from the Platform IP; or (e) use the Platform IP in any manner or for any purpose that infringes,

misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

2.4. Third-Party Components. UWW will from time to time, make Third-Party Components available to Agent and any 211 Providers. For the avoidance of doubt, certain Third-Party Components may be available to only certain Authorized Users, as designated by Agent and as limited by any restrictions on the number of licenses set forth in the Documentation. Additionally, the Third-Party Components may be subject to their own terms and conditions, including as set forth in the Documentation, and Agent and its 211 Providers and Authorized Users shall comply with those terms and conditions in order to utilize the Platform. If Agent and each of its 211 Providers do not agree to abide by the applicable terms for any such Third-Party Components, then Agent should immediately notify UWW of any such objection prior to using the Platform.

2.5. Ownership of IP. UWW or its licensors own all right, title, and interest in and to the Platform IP and UWW has obtained any third party consents or permissions needed to license the Platform IP. With respect to Third-Party Components, the applicable third-party providers own all right, title, and interest in and to the Third-Party Components and use may be subject to separate terms and conditions as set forth in section 2.4.

### **3. UWW Responsibilities**

3.1. Onboarding of Provider. UWW will: (a) Support Agent to export and upload Agent Submitted Data; (b) test access and quality of Submitted Data; and (c) present the Platform, including the API, to Agent and its 211 Providers.

3.2. Maintenance. UWW will be responsible for the following with respect to the Platform: (a) routine updates to address required fixes, adjustments, and enhancements; and (b) assigning a project manager(s) to be responsible for managing required fixes, adjustments and enhancements to the Platform and to hold stakeholder meetings to present relevant updates and enhancements of the NDP.

3.3. Monitoring. UWW will monitor the Platform to facilitate continuity of services and will monitor for data irregularities/anomalies that may indicate an issue.

3.4. Data Security. UWW will use and maintain adequate physical and technical safeguards designed to protect the security of such Submitted Data. UWW will contractually require its subcontractors and other persons retained by UWW to use and maintain adequate physical and technical safeguards designed to protect the security of such shared data.

3.5. Data Privacy. Prior to providing personally identifiable information to the Platform for use and sharing as contemplated by these Terms, Agent and each 211 Provider shall provide any notice and obtain any consent required by

applicable laws to or from the individuals who are the subjects of such information. UWW will contractually require each Platform Participant to provide all notices and obtain all consents with respect to the Submitted Data included in the Platform by each such Platform Participant.

3.6. Fundraising. UWW has the right to solicit and raise funds to support the Platform and in furtherance of the United Way Mission and transformation efforts, and to better serve communities more efficiently. When allocating funds, UWW will adhere to the spirit of the fundraising efforts and use them in support of the ongoing investment and infrastructure costs of the Platform.

3.7. Customer Services. Custom services requested by a Platform Participant that fall outside of the scope of the Platform should be first be routed through the UWW team for network alignment, potential price savings, and intellectual property retention for the member organizations and agencies with the United Way and 211 networks.

### **4. Use of Data**

4.1. Shared Data Model. In addition, the Submitted Data and Received Data may be used by UWW, Agent, each 211 Provider, and each other Platform Participant only as contemplated by, and at all times in accordance with, the Shared Data Model that will be established by the Governance Structure for the Platform (the "Shared Data Model"), which Governance Structure shall include representatives of UWW, Agents, and 211 Providers with access to the Platform (the "Governance Structure"). The Shared Data Model will be shared with all Agents and 211 Providers with access to the Platform. The initial Shared Data Model will provide, among other things, the following (subject to amendment by the Governance Structure):

4.1.1. Data Access by 211 Providers. Each Platform Participant, including Agent and each 211 Provider, may use the Submitted Data that was submitted to the Platform by such Platform Participant for its own purposes, so long as any such use complies with applicable law.

4.1.2. Data Sharing by UWW. UWW will not disclose personally identifiable information. UWW will only disclose Non-Identifiable Data to any third-party entity, including funder(s) or potential funder(s), with the express written permission of the Platform Participant that provided the data to the Platform. Any Platform Participant (the "Disclosing Agency") may direct UWW to grant access to the Platform to a third party identified by the Disclosing Agency for the sole purpose of allowing such third party to access the Submitted Data that is owned and provided by the Disclosing Agency within reasonable and agreed upon API and data transmission costs. UWW will not provide access to the Platform to any third-party who is not contractually connected to UWW or a Platform Participant and contractually bound to restrictions at least as stringent as those set forth in these Terms. Agent shall be solely responsible for ensuring that any sharing of

Submitted Data at the request or direction of Agent or any 211 Provider complies with applicable law. UWW is permitted to share Submitted Data with its subcontractors and others providing services to UWW. UWW is authorized to use the Submitted Data for analytics purposes and may share with third parties and/or publicly publish aggregated Non-Identifiable Data about resource information, call volumes, and individual and community needs.

4.1.3. Access to Data from Third Parties. Agent grants permission for UWW to seek access from 211 Counts for any data the Agent or any 211 Provider shares with 211 Counts. Agent grants UWW permission to collect, access, and store Agent data and 211 Provider data directly from third-party vendors in support of the Platform and United Way mission; these third-party vendors include, but are not limited to: iCarol, Wellsky, ReferNet, VisionLink, Salesforce, and directly from 211s in the network.

4.1.4. Data Sharing and Access between 211 Agencies. No Platform Participant will have access to the detailed, individual-level, non-aggregated Submitted Data of another Platform Participant without express written consent from the Platform Participant that owns and provided the Submitted Data to the Platform. A copy of the written consent must be provided to UWW.

4.1.5. General Data Usage. Agent will, and will cause each 211 Provider to, only use the Submitted Data as permitted by applicable law and for purposes of supporting the mission of the United Way and 211 networks; use cases outside of those purposes require approval from the Governance Structure.

4.1.6. Data Publishing: Each Platform Participant has the right to publish its own Submitted Data that it provided to the Platform, and the generated business intelligence (BI) reports and dashboards, to the extent permitted by applicable law. UWW will request the right from agent, to publish aggregated data and BI reports and dashboards at the national, regional, state, and local levels to further the mission of the United Way and 211 networks, as set forth in Exhibit B. This includes the aggregated data pertaining to 211 call volumes, individual and community needs, and community resource data.

4.1.7. Data Monetization: Agent retains the right to enter into sales agreements for Agent or 211 Provider-owned Submitted Data with a third-party, provided that any access granted to data in the Platform must be in compliance with all applicable laws.

4.2. Safeguards and Protections. UWW and Agent will maintain, and Agent will cause its 211 Providers to maintain, reasonable physical and technical safeguards intended to protect all of the Submitted Data and Received Data under its control, which safeguards shall be appropriate and consistent with all applicable laws and industry standards relevant to the type of data and information at issue.

4.3. Submitted Data License. Agent hereby grants to UWW,

on behalf of itself and each of the 211 Providers, a non-exclusive, royalty-free, worldwide license for the duration of the Term, to reproduce, distribute, and otherwise use and display the Submitted Data solely for the purposes of providing the Platform and for any other purposes permitted by the Shared Data Model. For the avoidance of doubt, UWW may disclose the Submitted Data to other Platform Participants and their authorized users of the Platform as "Received Data" (in the same manner as Agent has access to other 211 Providers' "Submitted Data" as Received Data pursuant to Section 4.4 below).

4.4. Received Data License. UWW hereby grants to Agent and its 211 Providers a non-exclusive, royalty-free, worldwide license, for the duration of the Term, to use the Received Data solely for the purposes of using the Platform and for any other purposes permitted by the Shared Data Model.

4.5. Restriction on Solicitations. Notwithstanding anything to the contrary herein, UWW shall not, and UWW shall instruct each other Platform Participant to not, communicate with or solicit donations from any donor or volunteer whose information was obtained via the Platform (and not obtained from another source) unless the communication or solicitation is permitted by the Shared Data Model.

4.6. Non-Identifiable Information. UWW may monitor use of the Platform by Agent and any 211 Provider for the purpose of collecting and compiling Non-Identifiable Information. UWW may (a) use the Non-Identifiable Information to improve the performance of the Platform; and (b) use and disclose Non-Identifiable Information to the extent permitted by applicable law and this Agreement.

5. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third-party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and reasonably

cooperated with the disclosing Party to keep the applicable Confidential Information non-public; or (ii) to establish a Party's rights under these Terms, including to make required court filings. Upon the disclosing Party's request, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.

## **6. Limited Warranty and Warranty Disclaimer.**

6.1. Limited Warranty. UWW represents and warrants that: (a) UWW has the legal power to enter into the Agreement and these Terms, and doing so will not violate any other agreement to which UWW is a party; (b) UWW will use commercially reasonable efforts to operate the Platform so that it performs substantially in accordance with Exhibit A and any Documentation. THE FOREGOING WARRANTY DOES NOT APPLY, AND UWW STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY COMPONENTS.

6.2. Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6.1, UWW HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND UWW MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET MEMBER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. UWW HAS NO CONTROL OVER THE ACCURACY OR COMPLETENESS OF ANY SUBMITTED DATA OR RECEIVED DATA AND MAKES NO REPRESENTATION NOR WARRANTY WITH RESPECT TO SUCH DATA.

## **7. Indemnification.**

7.1. UWW Indemnification. UWW shall indemnify, defend, and hold harmless Agent and its 211 Providers ("UWW Indemnified Parties") from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by any UWW Indemnified Party resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") arising from UWW's gross negligence or willful misconduct or third party claims of infringement. provided that the foregoing indemnification obligation shall not apply to any Third-Party Claim arising from the negligence, willful misconduct, or breach of the Agreement or these Terms by Agent or any of its 211 Providers, and provided further that the UWW Indemnified Party promptly notifies UWW in writing of the claim, cooperates in a commercially reasonable manner with UWW, and allows UWW sole but reasonable authority to control the defense and settlement of such claim.

7.2. Agent Indemnification. Agent shall indemnify, hold

harmless, and, at UWW's option, defend UWW from and against any Losses resulting from (i) any Third-Party Claim that the Submitted Data or any information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of Agent, any 211 Provider, or an Authorized User through the Platform, or any use of the foregoing in accordance with these Terms, infringes or misappropriates such third-party's intellectual property or other rights and (ii) any Third-Party Claim based on Agent's or any 211 Provider's or any Authorized User's (a) negligence or willful misconduct, (b) failure to obtain the necessary rights and consents to enable UWW or any other Platform Participant to use the Submitted Data as provided hereunder, or (c) use of the Platform in a manner not authorized by these Terms; provided that UWW will have the right, at its option and expense, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice. Notwithstanding the foregoing, Agent shall have no obligation to indemnify UWW to the extent any gross negligence or intentional misconduct of UWW contributes to any such Third-Party Claim.

7.3. Third Party Indemnification. If and to the extent that UWW licenses any Submitted Data to a third party (in accordance with Section 4.1.7), UWW will require third party licensees to adhere to the same terms or substantially the same terms as provided herein with respect to data use and security. Additionally, UWW will require that such third party licensees defend, indemnify, and hold harmless UWW, Agent, Platform Participants, and its and their affiliates, and its and their respective officers, directors, employees and agents from and against any and all Losses incurred by any of the foregoing indemnified parties in connection with any Third-Party Claim resulting from or arising out of any breach by such third party licensee, its employees, contractors, and agents of the terms of the applicable data license agreement, any use or misuse of data licensed to such third party licensee, and any gross negligence or willful misconduct of such third party licensee with respect to the data licensed to such third party licensee.

8. Limitations of Liability. EXCEPT IN CONNECTION WITH THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THESE TERMS OR IN CONNECTION WITH THE PLATFORM UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER UWW

WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THE PLATFORM, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL FEES PAID BY PROVIDER TO UWW FOR USE OF THE PLATFORM IN THE TWELVE MONTH PERIOD PRECEDING THE CLAIM.

## **9. Termination.**

9.1. Termination. Either Party may terminate the Agreement and these Terms upon sixty (60) days' prior written notice to the other Party for any reason. Either Party may terminate the Agreement and these Terms, effective on written notice to the other Party, if the other Party materially breaches these Terms, and such breach is incapable of cure or, if capable of being cured, remains uncured thirty days after the non-breaching Party provides the breaching Party with written notice of such breach. Upon expiration of the Term or the earlier termination of the Agreement stipulated by these Terms, Member shall immediately discontinue use of the Platform IP. Sections 5-10 survive any termination or expiration of the Term.

9.2. Continued Use. If for any reason the Agent decides to terminate the Agreement or if there is a reduction in service areas, UWW and the 211 NDP may continue to use and disclose any Submitted Data in order to fulfill an agreement to which UWW, the 211 Network, 211 Agents, and an External Client is bound at the time of such termination or reductions in service areas. Upon completion of such data licensing contract, the data will no longer be used for client and data licensing purposes, but aspects may still need to be retained in the Platform to ensure a complete historical record for audit purposes. Any data not needed for audit purposes will be scrubbed from the database. Upon termination or changes to service areas in the Agreement, Agent will not be obligated to share additional data with the Platform.

## **10. Miscellaneous.**

10.1. Entire Agreement; Amendment. The Agreement and these Terms constitute the sole and entire agreement of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of these Terms is effective

unless it is in writing and signed by an authorized representative of each Party.

10.2. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached these Terms, for any failure or delay in performing its obligations under these Terms (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, pandemic, epidemic, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

10.3. Governing Law; Submission to Jurisdiction. These Terms shall be governed, construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of legal provisions. Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall first be addressed by the parties to try in good faith to resolve the dispute for a twenty-one (21) day period by direct discussions. If the parties are unable to resolve a dispute within such twenty-one (21) day period, or such longer period as they mutually agree, the parties agree that any such dispute shall be determined by arbitration in Washington DC. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on any award pursuant to any arbitration may be entered in any court having jurisdiction. This Section shall not preclude either Party from seeking injunctive or equitable relief to prevent irreparable injury or provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

10.4. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. These Terms are binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

## EXHIBIT A

### Platform Description

The Platform is an integrated suite of cloud-based infrastructure and resources that, together, transform data imported from third-party applications to deliver public-facing services (e.g. application programming interfaces (APIs), business intelligence, and search directory websites). The strategic goals of the Platform include: creating a single authoritative, trusted national repository of community program/service data that demonstrates the collective value of the 211 network; providing tools to 211's to access, leverage and build custom data products and services using Platform data; enable a financially self-sustaining model for data management that leverages the expertise and contributions of 211s and reduces costs through economies of scale and scope.

Whereas, the following products are available for use by participating 211s through the Platform:

- Data Administration Application: used to mark-up resource data contributed to the Platform by 211s, with the goal of increasing public value and use of 211 data.
- API Developer Portal: an interactive public-facing website that provides 211s with a range of features to share and control access to Platform data through application programming interfaces (APIs).
- Business Intelligence & Data Visualization Tools: a suite of analytics and visualization tools that support 211s to develop and distribute web-based reports and dashboards using 211 resource data, call volume data, individual needs data, contact data, and other relevant datasets.
- Content Management and Resource Directory Search Template: a template to quickly deploy a searchable public-facing resource directory, embedded within a 211-branded content management system.

The Platform's initial release of features will provide a participating 211 organization with the following benefits:

- a) Access to a business intelligence data model, analytics and reports that presents 211 resource and contact data;
- b) Access to the API Developer Portal that can be used to package and secure resource data for access by authorized data consumers;
- c) Access to the Data Administration Application to mark-up resource data to improve public utility of 211 data; and
- d) Access to a content management system and digital resource search template that allows 211s to reduce the cost, complexity, and timeline for implementing custom websites and projects.



**EXHIBIT B**  
**Limited Uses for UWW**

**RESTRICTIONS ON DATA USAGE:**

- 1) Resource Data: Specific resource information will not be published. The resource data would be used to compile aggregated datasets on resource availability and/or referrals and types of resources in an area.
- 2) Needs Data: The sharing of needs data will be optional. UWW will not, without the Platform Participant's prior written consent, use individual-level or Personally Identifiable Information (PII) included in the needs data. The needs data would be used to compile aggregated datasets on call volumes and/or different types of needs, similar or equivalent to what is shared with 211 Counts.

**PUBLICATION OF AGGREGATED DATA AROUND RESOURCES/NEEDS:**

- 1) Use cases may include:
  - a) Marketing the value and impact of 211.
  - b) Telling data stories of the 211 Network.
  - c) Helping the 211 network and NDP fundraise and support grant proposals.
  - d) Informing policymakers, researchers, and advocacy groups.
- 2) Examples may include:
  - a) Creating dashboards with national or regional views based on aggregated call volumes and/or aggregated needs data.
  - b) Partnering with organizations like Tableau to build a dashboard that marries Tableau's Race Equity data and our aggregated resource availability, call volume, and needs data.

**MODELING AND ANALYTICS:**

- 1) Use cases may include:
  - a) Marketing the value and impact of 211.
  - b) Telling data stories of the 211 Network.
  - c) Helping the 211 network and NDP fundraise and support grant proposals.
  - d) Informing policymakers, researchers, and advocacy groups.
- 2) Examples may include:
  - a) Building out more comprehensive and valuable analytic datasets thru integration of non-211 datasets.
  - b) Creating new Key Performance Indicators (KPIs).
  - c) Creating predictive models and analytics around 211 relevant KPIs.
  - d) Predicting trends for resource availability, call volumes, and/or needs.

**CREATION OF ADDITIONAL DATA TAXONOMIES:**

- 1) Use cases may include:
  - a) Enhancing the referral process for 211s.
- 2) Examples may include:
  - a) Creating use terms or a tagging system to complement the existing AIRS and 211LACountyTaxonomy.
  - b) Creating use terms or a tagging system for use with health networks and/or social services delivery.

**EXHIBIT C**  
**Geographic Coverage Area**