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|  | | **ORDER** |
| CUSTOMER NAME: The Institute of Electrical and Electronics Engineers, Incorporated | | |
| ORDER #: 00274043.0 | |  |
| CUSTOMER D-U-N-S® #: 047684758 | | ORDER DATE: 12/16/2021 |
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| **PRODUCT DESCRIPTION** |  | | |
| **SERVICE NAME: D&B Hoovers** | | |
| SERVICE START DATE:  SERVICE END DATE: | | 12/16/2021  12/15/2022 |

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| EXPIRATION OPTION: | Service Termination |

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| D&B HOOVERS PACKAGE: | Focus |
| NUMBER OF SEATS: | 10 |
| Includes: 5,000 Company and 5,000 Contact Exports per seat |  |
| Includes: D&B Hoovers - CRM Connectors | Salesforce |
| Customer’s ID | 00D500000006azu |

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| **LICENSE TERM** | | |
| Initial Term of License: | | 12/16/2021 - 12/15/2022 |
|  | Each period specified herein, beginning with the applicable Service Start Date(s) and ending with the applicable Service  End Date(s), is referred to as a "Contract Term" (or individually as “Contract Term 1”, “Contract Term 2” etc., as applicable).  ***This section applies only to Services licensed hereunder which are identified with an “EXPIRATION OPTION” of “Automatic Renewal”.*** This Order shall automatically renew for successive 12-month renewal terms unless either party notifies the other at least thirty (30) days prior to the expiration of the then current Contract Term. Any such notice by Customer shall be submitted via the online form at [www.dnb.com/AutoRenewalCancellation](http://www.dnb.com/AutoRenewalCancellation). The fees applicable to an automatic renewal term shall include a percentage increase of the fee for the immediately preceding Contract Term (see PRODUCT DESCRIPTION section above). This automatic renewal language does not apply to Trial, Proof of Concept, no-fee, Service Termination, or orders with a total term of less than 12 months. | |
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| **INVESTMENT** | **Currency: USD** |  |
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| Contract Term 1 | $18,825.00 |  |

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| **PAYMENT INFORMATION** | |
| Payment Terms: | Net 30 days |
| Payment Method: | Pay by Electronic/Wire/ACH/Cash/Check |
| Customer will be billed applicable shipping and sales taxes upfront, regardless of billing frequency or payment schedule  for Services. | |

**TERMS & CONDITIONS**

This Order is subject to the Master Agreement dated 4/3/2019 (hereinafter referred to as the "Governing Terms"), between IEEE (“Customer” specified herein) and Dun & Bradstreet, Inc. ("D&B"). Notwithstanding anything to the contrary contained in the Governing Terms, this Order constitutes Customer's binding commitment for the term of this Order. Only Customer and Customer’s affiliates identified in this Order, if any, may use the Services.

The Services under this Order may only be used by Customer in the United States to support its U.S. business.

Contact Information. Contact Information has not been obtained directly from Data Subjects and Data Subjects have not opted in or otherwise expressly consented to receiving direct marketing, nor has D&B scrubbed Contact Information against wireless suppression lists, Do-Not-Call lists or other opt out lists (other than its own). Customer should check all applicable marketing, data protection and privacy laws, rules, regulations and requirements prior to direct marketing and shall be responsible for compliance with such laws in connection with Customer’s use of the Information. Contact Information may only be used for the purpose of communicating or facilitating communication with an individual in relation to their employment, business or profession. It is Customer’s responsibility to observe any indicators D&B provides to Customer indicating the Data Subject has expressly objected to receiving direct marketing (as well as their own and any applicable opt out lists) prior to any direct marketing. Opt-out provisions and/or opt-out links in Customer’s marketing and sales materials shall not pertain to opting out of D&B’s marketing lists and/or databases. If Customer uses Contact Information in a manner that violates the foregoing requirements, D&B shall not be liable for any damages, losses, costs, claims or expenses arising therefrom.

Privacy Compliance. To the extent that Customer transfers to D&B Personal Information subject to Applicable Privacy Legislation, D&B will process such Personal Information in accordance with (i) the D&B Data Processing Agreement, which is hereby incorporated into this Order, and/or (ii) the Governing Terms, as applicable. Where applicable and only to the extent that Customer licenses Personal Information from D&B subject to Applicable Privacy Legislation, Customer and D&B hereby enter into the Controller-to-Controller Standard Contractual Clauses included within the D&B Data Processing Agreement, as the basis for the onward transfer of such Personal Information from D&B to Customer. Customer understands that D&B is relying on Customer’s implementation of appropriate technical and organizational measures to protect Personal Information provided to Customer by D&B. Customer has reviewed its obligations pursuant to the Controller-to-Controller Standard Contractual Clauses and attests that it has in place a mechanism to protect Personal Information (such as Binding Corporate Rules, Privacy Shield Certification, ISO 27001 certification, or other mechanism identified by Customer). “Applicable Privacy Legislation” means applicable data protection legislation including implementing legislation, from time-to-time in force in a relevant jurisdiction, relating to the use and processing of Personal Information in that jurisdiction, including, without limitation, European Union Regulation 2016/679 (GDPR) and the CCPA. “Personal Information” shall have the same meaning as defined under Applicable Privacy Legislation. “D&B Data Processing Agreement” means the agreement retained at [www.dnb.co.uk/dpa](http://www.dnb.co.uk/dpa) as updated from time to time as required of D&B by Applicable Privacy Legislation.

Product and Data Lifecycle. The D&B Services licensed under this Order are subject to D&B’s Global Product and Data Lifecycle Policy, as set forth at <http://www.dnb.com/product-lifecycle-policy.html> which is incorporated herein.

Credit Card. If paying by credit card, or in a manner similar to a credit card, the credit card terms set forth at the following URL apply to this Order: <https://www.dnb.com/Payment-Credit-Card-Terms/Payment-Credit-Card-Terms.html>.

**TERMS & CONDITIONS - D&B Hoovers**

D&B will replace contact credits for any contact sourced from the Service which has an undeliverable email address provided that, no more than once a quarter, Customer submits the bounce report and list of email addresses to D&B at <https://support.dnb.com/>. D&B will then credit Customer’s account an equal number of credits. Credits for undeliverable emails during the final three months of a particular Contract Term will only be carried over to the Contract Term immediately following such Contract Term, if any.

Unused records at the end of the Contract Terms are forfeited and may not be carried over to subsequent Contract Terms.

D&B shall issue to Customer a confidential access code assigned to Customer (“Customer Account ID”) for authorized use and access to the Services by a user. Customer may provide the Customer Account ID to its employees, up to the quantity of Seat(s) licensed hereunder (each, an “Authorized User”). A “User ID” means the unique and distinctive “log-on” identifier selected by an Authorized User that is used in conjunction with a user selected password that enables authorized access to the Services. Each individual Authorized User represents one Seat, regardless of whether the individual is actively using the Service at any given time. No User ID sharing is permitted except in the event of a transition of responsibilities from a current authorized individual to his or her replacement, which shall be no longer than thirty (30) days. Information accessed through the Services may not be shared outside of the licensed seat population. Users shall not copy, download, upload or in any other way reproduce Information to create a master data management solution.

Systematic access or extraction of content from the Service, outside of the features provided within the Service to perform such extraction, including the use of data scraping programs such as "bots" or "spiders", is prohibited.

CRM and Marketing Automation Connectors are included with D&B Hoovers Focus and Predict subscriptions. The CRM and Marketing Automation Connectors provide inbound processing of records (up to the maximum records allowed per the Service) during the Term of this Order. D&B shall provide access to one CRM and/or one Marketing Automation Connector supported by Dun & Bradstreet upon request of Customer. If the customer chooses to move from a standalone subscription to a CRM subscription, D&B shall provide 30 days of dual access to allow for a smooth transition.

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| **AGREED TO BY** |

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| The Institute of Electrical and Electronics Engineers, Incorporated | Dun & Bradstreet, Inc. |

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| Authorized  Signature: | {{Sig2\_es\_:signer2:signature }} | | Authorized  Signature: | {{Sig1\_es\_:signer1:signature }} |
| Name:  (Please Print) | {{\*N2\_es\_:signer2 }} | | Name:  (Please Print) | {{N1\_es\_:signer1 }} |
| Title: | {{\*Ttl2\_es\_:signer2 }} | | Title: | {{Ttl1\_es\_:signer1 }} |
| Date: | {{$datecalc}} | | Date: | {{$datecalc1}} |
| Purchase Order #: (optional) | {{ponumber\_es\_:signer2 }} | | | |
| {{#datecalc1=da1\_es\_:signer1:date:format(date,"mm/dd/yyyy")}}  {{#datecalc=da2\_es\_:signer2:calc(now()):format(date,"mm/dd/yyyy")}} | | | | |
| |  |  |  |  | | --- | --- | --- | --- | | **ADDRESS INFORMATION** | | | | | **Product Name** | **Ship To** | **Bill To** | **Contract Admin** | | D&B Hoovers | Francis Staples  The Institute of Electrical and Electronics Engineers, Incorporated  445 Hoes Lane  Piscataway  NJ 08854  USA | Francis Staples  The Institute of Electrical and Electronics Engineers, Incorporated  445 Hoes Lane  Piscataway  NJ 08854  USA | Gloria Rosado  g.rosado@ieee.org | | | | | |
| **SALES EXECUTIVE DETAILS** | | | | |
| Name: Evan Eichorn | | | | |
| Telephone #: +1 (978) 318-4318 | | E-Mail: eichorne@dnb.com | | |
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