UNEMPLOYMENT COST MANAGEMENT SERVICES SCHEDULE

This Schedule for Unemployment Cost Management Services (the "Schedule") supplements the CCC Standard Terms and Conditions, dated **May 2, 2021** ("Agreement"), between Corporate Cost Control, Inc. ("CCC") and Client and is entered into by and between Client and CCC. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

- 1. **Application.** For the purposes of this Schedule, the term "Services" shall mean CCC's provision of services to Client which includes Client's unemployment cost management and related services as described in this Schedule. CCC will provide Services to Client for the fees set forth below.
- 2. Term / Notice of Termination. This Schedule shall be effective for one year from the Schedule Effective Date unless terminated earlier in accordance with the Agreement (the "Initial Term"). Thereafter, this Schedule shall automatically renew for up to four (4) successive one-year periods on the anniversary thereof (each, a "Renewal Term") unless either party gives written notice of cancellation to the other party at least thirty (30) days prior to the renewal date. The Initial Term and the Renewal Term(s), if any, shall together comprise the "Schedule Term."

3. Claims Management.

A. CCC shall process for the Client all unemployment compensation claims, at all levels of protest or appeal, for the account(s) under contract, dealing directly with the state agencies on behalf of the Client.

B. CCC shall provide hearing guidance to the Client in determining the proper individual, necessary documentation and other pertinent guidelines to best assist the Client in all appeals hearings before all state agencies. It is recognized that the Client has sole discretion as to the final action taken and the state agencies as to final jurisdiction.

C. Hearing representation will be provided by the CCC at the request of the Client. Client representation will be provided at an additional fee of \$150.00 per hearing.

4. Education.

A. CCC shall inform Client of significant changes to unemployment compensation laws, regulations, and interpretations thereof.

B. CCC shall review Client's existing written policy handbook, manual or rules, at Client's request, to provide guidance and information that pertains to the control and reduction of unemployment compensation liability.

C. CCC shall present to Client management reports on a monthly, quarterly and annual basis. The report shall describe the unemployment activity in Client's account(s) and results of CCC's services for Client.

5. Tax Benefit Charge Auditing and Management.

A. CCC shall initiate and maintain an audit of Client's unemployment benefit charges. The audit shall consist of the validation of all benefit charges to Client's account(s) and the corresponding unemployment claims, checking for erroneous, incorrect and unwarranted charges. CCC shall file, for Client, all necessary requests, protests and appeals for credit to Client's tax account(s) with the appropriate state agency departments for all erroneous, incorrect and unwarranted charges uncovered in the audit.

- B. CCC will verify each state issued unemployment tax rate received and protest any inaccuracies.
- C. CCC will review, calculate and recommend beneficial voluntary contributions in the applicable states.
- D. CCC will analyze and project the value of joint accounts in applicable states and make recommendations.
- 6. **Fees.** Client shall pay to CCC a quarterly fee of **\$1,250** for services rendered in accordance with the payment terms in the Agreement.
- 7. **Data Corrections**. In the event that a Client employee notifies CCC of an error in any Client Data, and CCC or Client concludes that the Client Data is incorrect, Client shall correct the Client Data as required. If Client does not correct the Client Data, CCC may correct the information on behalf of Client.
- 8. Service Provider. CCC will only use the employment and income information provided by Client to perform the Services.
- 9. Indemnification. If claims, actions, demands, liabilities, costs, expenses, or damages (collectively, "Claim(s)") arise out of or relating to any action brought against CCC relating to unemployment or termination of employment by Client's employees or former employees, Client agrees to indemnify, defend or pay the cost of defense for such Claim(s). This indemnification obligation shall be in addition to any indemnification obligations set forth elsewhere in the Agreement.
- 10. Not Legal or Accounting Advice. Client acknowledges that the Services are general in scope and designed to assist a wide variety of employers in various industries and demographics. Accordingly, the Services provided by CCC should not be viewed as legal advice, legal opinion or accounting professional services of any kind. Usage of the Services are in no way intended to replace Client's actual legal, human resources and/or labor department expertise. Client assumes all responsibility for the legal accuracy of its actions and is advised to obtain and seek legal counsel whenever appropriate to ensure that its specific use of the Services are compliant with all applicable federal and state laws, rules and regulations.

11. Schedule Updates. CCC reserves the right to revise, amend or supplement the terms or conditions or pricing under this Schedule and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state, or local law, rule or regulation, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to Client. Any such revisions shall require the mutual agreement of the parties; however, if Client fails to agree to such require revisions this Schedule may be terminated immediately by Vendor and Client will be responsible for payment for the Services through the date of termination.

12. Service Levels.

- A. Key Measure: Standard Service requests Performance Standard: Any client email or phone request for information will be responded to within 24 business hours.
 B. Key Measure: Contact for separation information
- B. Rey measure: Contact for separation information Performance Standard: Should separation/wage information be required to respond to an unemployment claim, contact for this information will be made within one business day of claim receipt.
- C. **Key Measure: Protesting of Unemployment Claims** Performance Standard: Unemployment claims will be protested by state deadlines assuming adequate separation information has been provided in order to do so.
- D. Key Measure: Notification of appeal rights Performance Standard: Client be notified of appeal rights within 2 business days of receiving unfavorable determination or decision.
- E. Key Measure: Unemployment Activity Reporting Performance Standard: Unemployment activity reports are available for review via the Hamlet Reporting System, 24 hours a day, and 7 days a week.
- F. Key Measure: Notification of scheduled hearing Performance Standard: Client will be notified of a scheduled unemployment hearing within 2 business days of receiving a Notice of Hearing. "Notification" shall mean an email, Hamlet queue, or voicemail message providing the date, time, location and name of claimant involved in the hearing.
- G. **Key Measure: Hearing Preparation** Performance Standard: Client's witness(es) will be prepared in advance of hearing participation.

H. Key Measure: Post- Hearing consultation

Performance Standard: Post-hearing consultation on unfavorable hearing decisions to occur prior to deadline for appeal to Board of Review.

This Schedule, together with the applicable and incorporated document(s) and the Agreement as amended herein constitutes the entire Agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties.

Corporate Cost Control, Inc.

Signature (Duly Authorized Representative Only)

	Suffolk County Community College
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By:	Dowtine

Signature (Duly Authorized Representative Only)

Name:	Sean P. Dunham Print	Name:	Edward T. Bonahue, Ph.D. Print	
Title:	Senior Contracts Counsel	Title:	President	

Schedule Effective Date: November 2, 2021

By:

CCC STANDARD TERMS AND CONDITIONS

This Standard Terms and Conditions ("<u>STAC</u>") is made on the Effective Date set forth below between Corporate Cost Control, Inc., an Experian company ("CCC") and Suffolk County Community College ("<u>Client</u>").

1. Agreement. The STAC contain the standard terms and conditions applicable to CCC's provision of products and services (collectively, the "Services") to Client. Terms and conditions specific to the Services ordered by Client are set forth in individual schedules signed by Client and the applicable CCC entity offering the Services (each, a "Schedule") which is incorporated herein by reference. The STAC, together with the Schedule(s), and any other documents incorporated or referenced in a Schedule, constitute the "Agreement." In the event of any conflicting or inconsistent terms, the following order of precedence applies with respect to the Services offered pursuant to a Schedule: (a) the terms and conditions in a Schedule, and (b) the STAC. The use of the term "days" shall mean "calendar days" unless otherwise specified.

Fees and Payment. Client shall pay CCC for the Services in the 2. amounts agreed upon in writing and set forth in the applicable Schedule or other mutually agreed pricing document. Unless otherwise provided in the applicable Schedule or pricing document, CCC shall have the right to revise or amend the pricing by providing thirty (30) days' prior written notice to Client before such revision or amendment becomes effective. If Client requests a change to any business requirements relative to, or cancels, a Service, or any portion thereof, after CCC has commenced work, Client agrees to pay CCC for its costs incurred for such work in process. If the Services are substantially completed at the time of such change or cancellation, Client agrees to pay CCC the full price for such Services. CCC's invoices will be deemed to be correct and acceptable to Client unless Client advises CCC of disputed items within ten (10) days of their receipt. Payments shall be made to CCC within thirty (30) days of invoice date. If Client fails to pay any invoice in accordance with the foregoing terms, CCC reserves the right to suspend the Services and Client also shall pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The prices and rates for the Services do not include taxes. Client shall be solely responsible for all federal, state, local, or foreign sales or use taxes levied or assessed in connection with CCC's performance of the Services, other than income taxes assessed with respect to CCC's net income, for which income taxes CCC will be solely responsible. Client shall pay CCC a credit card surcharge on payments Client makes by credit card.

3. Data; Confidential Information.

A. CCC Data. The parties acknowledge and agree that the Services may include the delivery, access or use of (i) data that has been furnished or otherwise provided by or on behalf of Client to CCC and is included in CCC databases, (ii) any other data or information related to consumers and/or businesses, in each case provided or made available by or on behalf of CCC to Client, and (iii) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual consumer (collectively, "<u>CCC Data</u>"). Client represents and warrants that it shall not resell the CCC Data, and that it shall only access, receive and use the CCC Data in the manner explicitly permitted in a Schedule.

B. Client Data. Any non-public data or information provided by or on behalf of Client to CCC in connection with Client's request for the Services and which does not constitute CCC Data ("<u>Client Data</u>") is and shall continue to be the exclusive property of Client. Except as otherwise permitted in a Schedule, CCC agrees to (i) use Client Data only for purposes of providing the Services to Client, and (ii) take reasonable steps to maintain the confidentiality of Client Data and prevent unauthorized access, use or disclosure of Client Data.

C. Confidential Information. Client and CCC agree not to disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party. Client and CCC each agree to use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information of a similar nature, but not less than reasonable care. The term "<u>Confidential Information</u>" means in any form: (a) all information marked confidential, restricted or proprietary; or (b) any other information that is treated as confidential by the disclosing party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally. The parties agree that Confidential

Information does not include CCC Data or Client Data. Additionally, certain Confidential Information of the parties may be subject to the applicable provisions of New York's Freedom of Information Law (Public Officers Law, Article 6) ("NYFOIL"); however, the parties agree that CCC's Confidential Information shall not be disclosed under NYFOIL and Client will work with CCC to review the Agreement to determine those terms that may be disclosed or must be redacted. Without limiting the generality of the foregoing, the parties agree that CCC's Confidential Information includes the confidential, proprietary, and trade secret information of CCC, its affiliates and their respective licensors and suppliers, which information includes, but is not limited to: (i) models, attributes, weights, data structures, CCC PINs, pricing structures, and application programming interfaces, and (ii) any copies or derivatives of such data or information.

4. Retained Rights; Access and Use.

Retained Rights. Client acknowledges that CCC has expended Α. substantial time, effort and funds to develop, create, compile, provide and deliver the Services, CCC Data, CCC Confidential Information and databases, improvements, technologies, inventions. various developments, ideas, and discoveries associated therewith; all of which. when used in connection with the provision of, or access to, the Services shall be deemed part of the Services. Client agrees that the Services, all data in CCC's databases and any other intellectual property that are part of the Services or related to the Services are owned by CCC (or its licensors or providers, as applicable). Nothing contained in the Agreement shall be deemed to convey to Client or to any other party any ownership interest in or to any intellectual property or data provided in connection with the Services, CCC Data or CCC Confidential Information. Client shall not acquire any license to use the Services, CCC Data or any CCC Confidential Information in excess of the scope and/or duration described in the Agreement.

B. Access and Use. Client represents and warrants to CCC that it shall only access and use the Services and CCC Data for Client's own internal business and solely in the manner explicitly permitted in the Agreement. Client further agrees that it shall not, and shall not permit others (including but not limited to any affiliate or related companies and users) to, (i) change, modify, add code or otherwise alter the Services in any manner, (ii) reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, or translate the Services, or (iii) use, transform, modify, or adapt the Services for use for any other purpose, including but not limited to use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipate product or service of CCC.

5. Compliance. CCC shall comply with all federal, state and local laws, rules and regulations applicable to CCC as a provider of the Services. Client shall comply with all federal, state and local laws, rules and regulations applicable to Client's access, collection, use, storage, transmission and provision to CCC of Client Data, and Client's access, receipt and use of the Services and CCC Data. CCC reserves the right to revise, amend or supplement the terms or conditions or pricing under the Agreement and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state, or local law, rule or regulation, a third party supplier, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to Client.

6. Domestic Access and Use. Client shall not access, transfer, or use the Services, CCC Confidential Information or CCC Data outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Services, CCC Confidential Information or CCC Data outside the United States or its territories shall require the prior written approval of CCC.

7. Term; Termination. The term of the Agreement shall begin upon the Effective Date set forth below and shall continue in effect until the termination or expiration of all Schedules. Upon termination of the Agreement (in its entirety) or an individual Schedule, Client shall immediately cease using the applicable Services, CCC Data and CCC Confidential Information in its possession. If either party is in material breach of the Agreement or any individual Schedule, the other party may terminate the individual Schedule and/or the Agreement, as applicable, provided such breach is not cured within thirty (30) days following written notice of such breach, unless such breach is the failure to pay for the Services under the terms of the Agreement, in which case Client shall have ten (10) days to cure such breach following notice. Notwithstanding the foregoing, the Agreement or any Schedule may be terminated by CCC immediately upon written notice to Client if in CCC's reasonable good faith judgment any Services, CCC Confidential Information and/or CCC Data provided to Client are being used or disclosed contrary to the Agreement and/or any Schedule. In the event that the Agreement (in its entirety) or an individual Schedule is terminated as a result of a breach, the other party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party. Termination of the Agreement (in its entirety) or any individual Schedule shall not relieve Client of its obligation to pay for any Services performed or provided by CCC under the Agreement or such individual Schedule(s).

Limited Warranty; Disclaimers. CCC warrants to Client that CCC will use commercially reasonable efforts to deliver the Services in a timely THE WARRANTY IN THE FIRST SENTENCE OF THIS manner. PARAGRAPH IS THE ONLY WARRANTY CCC HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES OR CCC DATA. BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO CCC BY CLIENT AND OTHER SOURCES, CCC CANNOT AND WILL NOT, FOR THE FEE CHARGED FOR THE SERVICES, BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES, CCC DATA OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. IN ADDITION, CCC MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CCC SERVICES, ANY CCC DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY CCC HEREUNDER, AND CCC HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CCC DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE CCC SERVICES TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES CCC MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE IN TERMS OF CORRECTNESS, ACCURACY. SERVICES COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS. ADDITIONALLY, CCC DOES NOT GUARANTEE OR WARRANT A PARTICULAR OUTCOME OR SUCCESS BASED ON ITS PERFORMANCE OF THE SERVICES.

9. Indemnity. Client agrees to defend and indemnify and hold CCC and its affiliates hamless from and against all damages, liabilities, claims, losses, costs and expenses that CCC may incur, suffer, become liable for or which may be asserted or claimed against CCC as a result of provision of inaccurate data or information by Client to CCC or Client's non-performance of any obligation with respect CCC's provision of the Services.

10. Acceptance. Client acknowledges that the prices CCC charges for the Services are based upon CCC's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Client and not CCC. Client agrees that it is responsible for determining that the Services are in accordance with CCC's obligations under the Agreement. If Client reasonably determines that the Services do not meet CCC's obligations under the Agreement, Client shall so notify CCC in writing within ten (10) days after performance of the Services by CCC of the Services in question. Client's failure to so notify CCC shall mean that Client accepts the Services or the performance of the Services as is. If Client so notifies CCC within ten (10) days after access to or receipt of the Services, then, unless CCC reasonably disputes Client's claim, CCC shall, at its option, either re-perform the Services in question or issue Client a credit for the amount Client paid to CCC for the nonconforming Services. CCC'S REPERFORMANCE OF THE SERVICES OR THE REFUND OF ANY FEES CLIENT HAS PAID FOR SUCH SERVICES SHALL CONSTITUTE CLIENT'S SOLE REMEDY AND CCC'S MAXIMUM LIABILITY UNDER THE AGREEMENT REGARDING THE SERVICES.

11. Limitation of Liability.

CLIENT AGREES THAT CCC'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO CCC UNDER THE AGREEMENT FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE ALLEGED LOSSES OR INJURIES DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE ALLEGED LOSSES OR INJURIES BY CCC FIRST ACCRUED. CLIENT COVENANTS THAT IT WILL NOT SUE CCC FOR ANY AMOUNT GREATER THAN SUCH AMOUNT. CLIENT FURTHER ACKNOWLEDGES THAT SECTIONS 8 AND 9 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPRESENT A FAIR ALLOCATION OF THE RISK BASED ON THE PRICES CCC CHARGES FOR THE SERVICES AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, OR WILLFUL INFRINGMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE.

12. Waiver; Severability. Either party may waive compliance by the other party with any covenants or conditions contained in the Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible to that intent which the parties had or would have had, according to the spirit and purpose of the Agreement.

13. [INTENTIONALLY DELETED]

14. Successors and Assigns; No Third-Party Beneficiaries.

Client shall not assign, delegate, subcontract, or transfer any right or obligation of the Agreement without the prior written approval of CCC. The sale, dissolution, or merger, or other transfer of assets or controlling interest of Client shall be deemed an assignment. CCC may use subcontractors to perform any of its obligations under the Agreement and may assign or subcontract the Agreement or any of its rights under it to its affiliates or a subsequent owner. The Agreement is binding upon and inures to the benefit of the parties and their permitted successors and assigns. Persons or entities who are not a party to the Agreement (other than CCC's affiliates and their respective successors and assigns, which are hereby express third party beneficiaries of the Agreement) shall not have any rights under the Agreement and the parties hare by agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a party to the Agreement (or an CCC affiliate) or a permitted successor assignee of such party.

15. Excusable Delays. CCC shall not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission or failure to perform by Client. Neither party shall be liable for any delay or failure in its performance under the Agreement (except for the payment of money) if and to the extent such delay or failure is caused by events beyond the reasonable control of the affected party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its reasonable effort to avoid or remove such causes of

nonperformance and to complete delayed performance whenever such causes are removed.

16. Choice of Law. The Agreement is governed by and construed in accordance with the internal substantive laws of the state of Delaware, without giving effect to any choice of law or other provision that would result in the application of the laws of any other jurisdiction. Any dispute under the Agreement involving a claim or suit against CCC shall be brought in the federal or state courts in Delaware. Any dispute under the Agreement involving a claim or suit against Client shall be brought in the federal or state courts of the state in which Client's principal place of business is located.

17. Notices. All notices, requests and other communications hereunder, including notices to terminate the Agreement, shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission via email, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to CCC and Client shall be addressed to the following individuals:

If to Client:

Angelica Rivera, Vice President of Human Resources

riveraang@sunysuffolk.edu

533 College Road

Selden, NY 11784.

If to CCC:

ccc

475 Anton Boulevard

Costa Mesa, CA 92626

Attn: General Counsel, Law Department

18. Complete Agreement. The Agreement, as supplemented or amended by any Schedules, sets forth the entire understanding of Client and CCC with respect to the subject matter hereof, and the terms of the Agreement shall be superior to, control, and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto.

19. Amendments. The Agreement may only be amended in writing signed by authorized representatives of both parties.

20. Survival. The provisions of Sections 3, 4, 5, 7, 9, 10, 11, 12, 13, 15, 16, 17, 19 and 21, in addition to any other provisions of the Agreement that would normally survive termination, shall survive termination of the Agreement for any reason.21. Authority to Sign. Each party represents that (a) the person signing the Agreement or any Schedule has all right, power and authority to sign the Agreement on behalf of such party; (b) it has full power and authority and all necessary authorizations to comply with the terms of the Agreement and to perform its obligations hereunder; and (c) if it signs the Agreement with an electronic signature, it (i) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; (ii) hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of the Agreement based on the fact that the terms were accepted with an electronic signature; and (iii) shall ensure that its electronic signature vendor shall comply with the confidentiality obligations of the Agreement.

IN WITNESS WHEREOF, Client and CCC sign and deliver the STAC as of the Effective Date set forth below.

Corporate Cost Control, Inc., an Experian company		Suffolk County Community College
By: Signature (Duly Authorized Representative Only)	Ву:	Signature (Duly Authorized Representative Only)
Name: <u>Sean P. Dunham</u> Print	Name:	Edward Bonahue, Ph.D. Print
Title: Senior Contracts Counsel	Title:	President
Effective Date: May 2, 2021		