

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1087454  
Vendor Name: Mergent Inc.  
Invoice Number: 215090  
Invoice Date: 07/03/18  
PO Number: B0358917  
Check Number: E0068412  
Check Amount: \$ 828.00  
Check Date: 07/25/2018  
Department ID: 15240  
Reviewer Name: Nancy Haines  
Voucher Number: V0521345  
Redaction Type: None  
Document Type: AP Invoice

Document Below



580 Kingsley Park, Fort Mill, SC 29715  
1-800-342-5647 or 704-559-7601  
Fax: 704-559-7696  
[customerrelations@mergent.com](mailto:customerrelations@mergent.com)

Federal Tax ID: 36-4233475

fy 19

## Invoice

Customer No	Invoice No	Date	Page
18121	215090	03/Jul/2018	1 of 2
Sales Order: 104872			

Bill To: Attn: Larisa Miller  
College of Du Page  
Library-Standing Orders  
425 Powell Boulevard  
JOLIET, IL 60137-6599

Ship To: Attn: Larisa Miller  
College of Du Page  
Library-Standing Orders  
425 Powell Boulevard  
JOLIET, IL 60137-6599

**APPROVED**  
**07/24/18 - JENNIFER MCINTOSH**

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms
1 18121	College of Du Page		USD	Due Upon Receipt

SKU Code/Description/Comments	PO Number	No. of Users	Qty	Price	Extended Price
Industry Norms & Key Business Ratios			1	817.00	\$817.00

**INVOICE REVIEWED**

**OKAY TO PAY**

**NANCY HAINES 07/23/18**

7/24/18

BO# 358917

### Payment Instructions

Make Checks Payable to:  
Mergent, Inc.  
P. O. Box 403123  
Atlanta, GA 30384-3123

Send Wire Transfers to:  
Bank of America  
Account Name: Mergent, Inc.  
ABA/Routing # 053000196  
Account # 000691517368  
Swift Code: BOFAUS3N

Please email [billing@mergent.com](mailto:billing@mergent.com) with your customer and invoice #'s when processing wire transfers to help ensure we apply your payment to the correct invoice(s). Please reference "Wire Transfer" in the subject line.

Subtotal	\$817.00
Shipping & Handling	\$11.00
Sales Tax	\$0.00
Invoice Total	\$828.00

LLM

Credit Card Payments (American Express, Visa, and Mastercard accepted):

Please call Mergent at: 1-800-342-5647

Note: Credit card payments of \$2,000.00 or greater are subject to a 3% processing fee.

Please include your customer and invoice numbers on all payments



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**TERMS OF USE** Your use of this Site constitutes your agreement to these Terms of Use. These Terms of Use apply unless you negotiated a separate agreement with us for the Service. Please email any inquiry to [customerrelations@mergent.com](mailto:customerrelations@mergent.com) or [customerrelations@mergent.com](mailto:customerrelations@mergent.com). We provide Data containing rankings (strong buy/buy/sell/hold/strong sell) and ratings (one to five) on issuers and/or stocks products. These rankings are not intended and should not be construed as financial or investment advice, an investment recommendation or a financial promotion. Access to certain areas of the Site may be restricted by law. You must confirm certain matters before you may obtain access to those areas of our Site. If you are in any doubt about the contents of the Site or any actions you should take, you should seek your own independent professional advice. We may modify or withdraw, temporarily or permanently, the Site without notice to you. We are not liable to you or any third party for any modification or withdrawal of the Site or any portion of it.

#### 1. Definitions

**Billing Terms Form** means the form delivered to you by us setting out the Service and the fees payable by you.

**Data** means all information, data, and Reports provided and licensed by us.

**Reports** means reports, research results, and other materials available on the Site.

**Service** means our web-based Software applications that are offered on the Site.

**Site** means the website for the Service listed on your Billing Terms Form and all associated websites, URLs, micro sites, and mobile applications operated by us or our designees and any subsequent iteration.

**Software** means any computer software, programs and other object codes licensed by us to you through the Service and used solely to access the Data.

**Subscription Agreement** means the agreement between you and us in relation to your subscription to a particular Service and may take the form of an order form or Billing Terms Form, which incorporates these Terms of Use.

**Term** means that period of time in which you may use the Service.

**Us/We/Our** means Mergent, Inc. and its subsidiaries and affiliated entities.

**User** means all users of the Site.

**You/Your** means you as a User of the Site.

#### 2. Grant of License to Data, Software, and Service

**(a) Grant of License.** We hereby grant to you a limited, non-exclusive, non-transferable license to use the Data, Service, and Software during the Term. This license is limited to (i) the location and number of Users identified in your Subscription Agreement and (ii) the usage requirements and limitations specified in your Subscription Agreement.

**(b) Use of Data.** You may use, access, and display the Data as set forth in your Subscription Agreement. You may only use the Software or Service to access the Data Other than as described in these Terms of Use or in your Subscription Agreement, you may not use, access, display, sell, modify, publish, distribute, or allow any third party access to, the Data. You shall only access and use the Data and Service for non-commercial academic purposes. Where specified in your Subscription Agreement, you may access the Data and Service through the specified distributing agent.

**(c) Delivery of Data.** We will deliver the Data to you through the Service. You must provide the hardware and software to enable you to access the Site and use the Service.

**(d) Non-Exclusivity.** We may license and distribute the Data and offer the Service and Software to third parties, including your competitors.

#### 3. Intellectual Property Ownership

**(a) Acknowledgement of Ownership.** We retain all right, title, and interest in the Site, the Service, and the Data, and to any modifications made or other materials provided to you by us.

**(b) Trademarks.** We own or have the right to use numerous trademarks, including Mergent. You may only use such trademarks to identify the source of the Data or as specified in your Subscription Agreement. All use of the trademarks inures to our benefit.

#### 4. Payments for the Service

**(a) Fees.** You will pay to us the agreed upon fees for your use of the Service. We may modify the fees at the end of the Term or any renewal term upon prior written notice to you.

**(b) Non-Payment of Fees.** If you have not paid any amount due to us within 30 days after the due date, we may assess a late charge not exceeding 12% per annum on all such past due amounts. We may also terminate any or all of your rights, including the right to receive or use the Data and the Service.

**(c) Taxes.** You are responsible for all federal, state and local taxes (excluding corporate franchise taxes and taxes based upon our income or revenues).

#### 5. Restrictions

You shall not and shall ensure that your Users do not (a) violate any local, state, provincial, national, or other law or regulation, or any order of a court; (b) distribute Data outside of any territorial restrictions; (c) use manual or automated software, devices, scripts, robots or other means to access, "scrape," "crawl" or "spider" any of our web pages; (d) use the Site, Software, Service or Data for any purposes that are not expressly permitted by these Terms of Use; (e) infringe the rights of any person or entity, including any person's intellectual property, privacy, publicity, or contractual rights; (f) interfere with or damage the Site, Software or Service, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (g) systematically retrieve data or other content from the Site to compile, directly or indirectly, in single or multiple downloads, a collection, database, directory or the like; (h) access, tamper with, or use non-public areas of the Site, our systems, or the delivery systems of our providers; (i) attempt to probe, scan, or test the vulnerability of any system or network or breach any security measures; (j) circumvent any technological measure meant to protect the Site, Software and Service; (k) attempt to decipher, decompile, disassemble or reverse engineer the Software; (l) create links to our Site from any other website, without our prior written consent; or (m) advocate, encourage, or assist any third party in doing any of the foregoing.

#### 6. Disclaimer

**(a) General Disclaimer.** YOUR USE OF THE SITE, SERVICE, SOFTWARE, AND DATA IS AT YOUR SOLE RISK. THE SITE, SERVICE, SOFTWARE AND DATA ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY REFERRED TO AS THE "MERGENT PARTIES") HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE, SERVICE, SOFTWARE, AND DATA, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SITE, SERVICE, SOFTWARE, OR DATA, THAT THE SITE, SERVICE, SOFTWARE OR DATA WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SITE, SERVICE, OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE, SERVICE OR SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY OF THE MERGENT PARTIES CREATES A WARRANTY. WE ARE NOT RESPONSIBLE FOR THE SECURITY OR PRIVACY OF THE SITE AND ANY INFORMATION PROVIDED TO OR TAKEN FROM THE SITE BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

**(b) Operation of Systems.** The operation and availability of the systems and devices used for accessing and interacting with the Site, Service, and Software, can be unpredictable and may interfere with your use. We are not liable for any interruption to your ability to use the Site, Service, and Software.

**(c) Use of Data.** The data does not constitute any offer or invitation for the sale or purchase of securities or any of the assets, business or undertaking described therein, nor is the data intended to form the basis of or be relied on in connection with, or act as any inducement to enter into, any contract or commitment to do so whatsoever. The data does not take into account the investment objectives, financial situation NOR needs of any particular investor or class of investors. WE ARE NOT LIABLE FOR any reliance placed, action taken or omission, in relation to any information contained in the data or on the Site.

#### 7. Limitations of Liability and Indemnity

**(a) Limitation of Liability.** THE MERGENT PARTIES ARE NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, SERVICE, OR SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), AND EVEN IF THE MERGENT PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE MERGENT PARTIES' ENTIRE AGGREGATE LIABILITY IS LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO US WITHIN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE ALLEGED LOSS OR DAMAGE OCCURRED. The foregoing limitations apply even if the above stated remedy fails of its essential purpose.

**(b) Indemnity.** You shall indemnify, defend, and hold harmless the Mergent Parties from any and all losses alleged to be as a result of, relating to, or arising from, or in connection with (i) any breach or alleged breach by you of any provision of these Terms of Use, (ii) any claim against any of the Mergent Parties by your clients and affiliates who receive Data, or (iii) any unauthorized use or misuse of the Site, Service, Software, Data, or our trademarks.

**(c) Resolution of Claims or Disputes.** These Terms of Use and any disputes arising out of these Terms of Use or a Subscription Agreement will be governed by the laws of the State of New York, applicable to agreements made and performed in New York. Any claims must be brought in an appropriate federal or state court located in the County of New York, State of New York. Any claim or other proceedings by or between you and us MUST be conducted on an individual basis and not in any class action mass action, or on a consolidated or representative basis. These Terms of Use specifically prohibit you from commencing legal proceedings as a representative of others.

#### 8. Term and Termination

**(a) Term.** Upon the expiration of the initial Term, your subscription to the Service will renew automatically for additional successive periods of 1 year, at the then current rate payable at the start of the anniversary date unless either party gives the other written notice of its intention not to renew at least 60 days before the end of the then applicable term.

**(b) Termination by Mergent.** We may terminate your access to the Site or Service upon 10 days written notice if you fail to make the payments required by you. We may terminate your access without notice if (i) you commit any material breach, or (ii) there is a security breach or other event that in our discretion subjects us to unnecessary risk. We may also terminate your access if we discontinue generally offering the Data or modify the Service.

**(c) Obligations upon Termination.** Upon termination, you will immediately cease use of the Site, Service, and Software. You may continue to use any Data obtained by you during the Term in accordance with these Terms of Use and your Subscription Agreement. Termination does not relieve you of your obligation to pay all fees due and payable prior to the date of such termination. Termination by us for nonpayment or material breach will not relieve you of your obligation to pay the fees due for the balance of the Term.

#### 9. Miscellaneous

**(a) Survival.** The rights and obligations under paragraphs 3, 5, 6, 7, and 8 will survive the expiration or termination of these Terms of Use.

**(b) Assignment.** You may not assign your rights or obligations under these Terms of Use without our written consent. We may assign any of our rights or obligations without notice to you.

**(c) Force Majeure.** We are not liable to you for any loss or damage arising out of any interruption in the performance of our obligations resulting from force majeure.

**(d) U.S. Government End Users.** The Software and related documentation are "Commercial Items," that term is defined in 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §§ 2.101-2.102-1 through 2.102-2.102-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions therein. Unpublished rights reserved under the copyright laws of the United States.

**(e) Audit.** We or our agent may audit your use of the Service during normal business hours upon reasonable notice. You shall reasonably cooperate with us and provide us with all records reasonably related to your use of the Service.

**(f) Entire Agreement; Severability.** These Terms of Use, the Subscription Agreement, and our privacy policy, constitute the entire agreement between you and us respect to its subject matter and supersede all prior oral and written understandings, communications, or agreements between you and us. We may amend these Terms of Use at any time. Your subsequent use of the Site or Service constitutes your acceptance of the amended Terms of Use. You are responsible for checking whether the Terms of Use have changed. Any amendment to these Terms of Use that you propose is not valid unless it is in writing and executed by authorized representatives of both parties. If any provision of these Terms of Use is found to be void or unenforceable, such provision will be stricken, but only to the extent necessary to comply with the law, and the remainder of these Terms of Use will remain in full force.

**(g) Notice for California Users.** Under California Civil Code Section 1789.3, residents of California who use this Site are entitled to know that they may file grievances and complaints with the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210, or by email at [doac@doac.ca.gov](mailto:doac@doac.ca.gov) or [doac@doac.ca.gov](mailto:doac@doac.ca.gov).

**(h) Affirmative Action.** If applicable, the affirmative action clause for disabled workers (41 CFR § 60-741.4), the equal opportunity clause in Section 202 of Executive Order 11246 (41 CFR § 60-1 through 60-50), and the affirmative action clause for covered veterans (41 CFR § 60-250 and 6-300) are hereby incorporated by reference. Further, if applicable, we agree to file Standard Form 100 (EEO-1) and VETS-100 or VETS-100A report. We agree to comply with 29 CFR Part 471, Appendix A to Subpart A.

**(i) Headings.** The section headings in these Terms of Use are inserted for convenience of reference only. DATE LAST UPDATED: June 30, 2017

#### Credit Card Payments:

Visa, MasterCard, Discover, and American Express are accepted.

Please call Mergent Billing Department at: 1-800-342-5647

Note: Credit card payments of \$2,000.00 or greater are subject to a 3% processing fee

#### Address Changes

Please send any address corrections to [billing@mergent.com](mailto:billing@mergent.com)

Note: Include "Address Change" in the subject line and note if this is a change for the billing or shipping address

Please Include Your Customer and Invoice Numbers on All Payments