

University of California (UC)

Contract # UCOP-319

for

UC Bank Card Services

with

U.S. Bank

Effective: January 1, 2018

The following documents comprise the executed contract between the University of California and U.S. Bank effective January 1, 2018:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



UNIVERSITY
OF
CALIFORNIA

Professional Services Agreement # UCOP-319

This Professional Services Agreement (“Agreement”) to furnish certain professional services described herein and the documents referenced herein (“Services”) is made by and between The Regents of the University of California, a California public corporation (“UC” or “Customer”) on behalf of the University of California, and U.S. Bank National Association (“Supplier” or “U.S. Bank” or “U.S. Bank USA”). This Agreement is effective on January 1, 2018 (“Effective Date”) and supersedes any like and previous agreements with U.S. Bank.

1. Definitions

All capitalized terms used in this Agreement are defined in this Section 1 and have the following meaning:

- a. **“Account”** means any account established by U.S. Bank pursuant to this Agreement in the name of Customer, its Participants or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued in conjunction with such account.
- b. **“Ancillary Services”** means any additional services offered in conjunction with an Account, including but not limited to Cash Advances, and U.S. Bank Expense Management.
- c. **“Association”** means, collectively, the Persons who govern commercial card and Account issuance, including, without limitation, Visa USA, Inc., Visa Canada Association, and Visa International Service Association, Inc., MasterCard USA, and MasterCard International.
- d. **“Billing Cycle”** means the period of time from which a Statement is generated until the next Statement is generated.
- e. **“Card”** means, in connection with an Account, any commercial charge Card issued by U.S. Bank pursuant to this Agreement in the name of Customer, its Participants, and/or Cardholders.
- f. **“Cardholder”** means an individual employee of Customer and/or its Participants, named as the holder of the Account or using the Account in the name of Customer and/or its Participants, regardless of whether a physical Card is issued in conjunction with the Account.
- g. **“Cardholder Agreement”** means the U.S. Bank Cardholder agreement in standard form between U.S. Bank and the Cardholder.
- h. **“Cash Advance”** means an advance of cash in the form of cash, that, if permitted according to the terms of this Agreement, is charged to an Account.
- i. **“Cash Advance Fee”** means the fee charged by U.S. Bank for a Cash Advance according to the terms of this Agreement.
- j. **“Charge”** means any Transaction posted to an Account that has a debit value, including without limitation, Purchases, Cash Advances, and Fees.
- k. **“Commercial Card & Account Program”** means the Card, Accounts, Ancillary Products and Product Enhancements offered by U.S. Bank USA, or a Participating Bank.
- l. **“Control”** or **“Controlled”** means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership, membership or other ownership interests, by contract or otherwise) of such Person.
- m. **“Data”** means the information regarding or in connection with Accounts or Transactions associated with the Program or any such information provided by a Lead or Participating Bank associated with the Global Commercial Card Program.
- n. **“Debt”** means all amounts charged to an Account including without limitation all amounts related to Charges that are owed to U.S. Bank by Customer, its Participants, or Cardholders.
- o. **“Discount Interchange Rate Programs”** means 1) large ticket programs, 2) the Visa Partnership Program and 3) any other interchange programs entered into by the Associations, Customer, Merchants, or others whereby the parties to those interchange programs have agreed to lower interchange rates for certain Transactions.
- p. **“Due Date”** means, with respect to a Statement, the date, as measured by the number of days after the date of the Statement, by which the payment of Debt that is listed on the Statement is due.
- q. **“Fees”** means all fees that are posted to an Account and due and payable to U.S. Bank by Customer, its Participants, or its Cardholders that are associated with any Program or Global Commercial Card Program, including but not limited to Cash Advance, Foreign Transaction and Late Fees.

- r. **“File Turn Days”** means the number of days from the date U.S. Bank USA funds a Charge Transaction to the date payment for that Transaction is posted, inclusive of the beginning and ending dates.
- s. **“File Turn Days Payment Performance”** means the average speed of repayment of Charges made for each Agreement Year.
- t. **“Foreign Transaction Fee”** means the fee U.S. Bank charges on the amount of any Debt or other Transaction posted to an Account that is not in the same currency in which the Account is billed and which must be converted to the currency used for billing purposes.
- u. **“Fraudulent Charges”** means any Charges which are not initiated, authorized or otherwise requested by Customer, Participants, or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Customer, or a Cardholder.
- v. **“Identification Information”** means legal names, physical street addresses, and taxpayer identification numbers, dates of births or other information or documentation.
- w. **“Internal Translation Services”** means U.S. Bank has an internal data mapping solution. This allows U.S. Bank to take a non U.S. Bank payment file, as long as it contains the minimum level of detail needed to create a payment, and map that payment file to the U.S. Bank required format.
- x. **“Late Fee”** means the fees associated with any Debt that remains unpaid to U.S. Bank by Customer, its Participants, or Cardholders after the Due Date on the Statement.
- y. **“Lead Bank”** means the financial institution that solicits or obtains a multinational commercial card customer for the purpose of providing a global commercial card program utilizing the services of Participating Banks and of which U.S. Bank USA is a Lead Bank or a Participating Bank under the terms of this Agreement.
- z. **“Master Agreement”** or **“Agreement”** means this Professional Services Agreement between U.S. Bank and Customer and all addenda, schedules or other attachments hereto.
- aa. **“MasterCard”** means MasterCard® USA, Inc., MasterCard International, and any other MasterCard entity identified herein.
- bb. **“Merchant”** means any entity that has entered into an agreement that governs the acceptance of Cards.
- cc. **“Merchant Category Code”** means the code established by the Associations that identifies and classifies goods or services offered by a Merchant. Each Merchant designates its Merchant Category Code to the applicable Association.
- dd. **“Participant”** means any entity designated by Customer to participate in the Program and have access to program materials.
- ee. **“Participating Bank”** means a financial institution that provides supporting commercial card program services in a specified territory for the Lead Bank in connection with providing a global commercial card program to Customer or its Participants of which U.S. Bank is a Lead Bank or Participating Bank with Customer or its Participants under the terms of this Agreement and any applicable Statement of Work.
- ff. **“Party”** means any one of U.S. Bank USA, Customer and **“Parties”** means U.S. Bank USA and Customer.
- gg. **“Past Due Balance”** means, with respect to a Statement, the total amount of any Debt which remains unpaid to U.S. Bank by Customer, its Participants or Cardholder after the Due Date specified on such Statement.
- hh. **“Person”** means any corporation, company, limited liability company, general partnership, limited partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.
- ii. **“Primary Provider”** means the **“Parties”** acknowledge and agree that U.S. Bank shall be the **“Primary Provider”** for Customer of the Card Products and Ancillary Services set forth in Attachment A.
- jj. **“Program Administrator”** means the employee designated by Customer and/or Participant to serve as the primary point of contact with U.S. Bank and will administrate all applicable programs offered by U.S. Bank on behalf of the Customer and/or Participant.
- kk. **“Products”** means the U.S. Bank Commercial Card & Account product offerings, including but not limited to the Purchase Card & Accounts, Corporate Card & Accounts, One Card & Accounts, Managed Spend Card, and Executive Cards.
- ll. **“Purchase”** means a purchase of goods or services that is charged to an Account.
- mm. **“Related Parties”** means Authorized Signers, beneficial owners, or directors of Customer or Customer’s Participants.

- nn. **“Software Services”** means hosting, maintaining and upgrading U.S. Bank’s internet-based Commercial Card Account management software (including without limitation AccessOnline, web-based management platform or Commercial Payments Manager (“CPM”), for USA), maintaining and upgrading U.S. Bank’s desktop Commercial Card Account management software, and all system support, training and customer support for the foregoing.
- oo. **“Statement”** means, with respect to one or more accounts, a periodic billing statement from U.S. Bank listing all Transactions posted to such Accounts.
- pp. **“Summary Statement”** means, with respect to one or more accounts, a billing Statement that provides only an aggregate amount of all Transactions posted to such Accounts.
- qq. **“Transaction”** means any activity posted to an Account, both debit and credits, including but not limited to Purchases, Cash Advances, Fees and payments.
- rr. **“U.S. Bank Expense Management”** means the automated expense management and reporting solution offered by U.S. Bank.
- ss. **“U.S. Economic Sanctions”** means the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control.
- tt. **“Visa”** means Visa® USA, Inc., Visa Canada Association, Visa International Service Association, Inc. and any other Visa entity identified herein.

2. Statement of Work

Supplier agrees to provide the Commercial Card & Account Programs, Products and Services listed in the statement of work attached as Attachment A (“Statement of Work”) and any other documents referenced in the Incorporated Documents section herein, at the Card Product Fees, and Rebate and Incentive Program Schedules as set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Services from Supplier.

3. Term of Agreement/Termination of Statement of Services

- a) The term of the Agreement will be from January 1, 2018 (**“Commencement Date”**) and through December 31, 2022 (**“Agreement Term”**) and is subject to earlier termination as provided below. This Agreement includes an option to renew for two successive one-year periods (Renewal Term) unless either party provides the other party with at least sixty (60) calendar days prior written notice of nonrenewal before the end of the initial Term or any Renewal Term.
- b) [REDACTED]
- c) UC or Supplier may terminate the Agreement for cause for a material breach of the Agreement by giving the other party at least thirty (30) calendar days' written notice to cure the material breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- d) [REDACTED]

**Termination of Statement of Services clause b) and d) are UC_U.S. Bank Confidential, and not to be disclosed.*

4. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California].

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	System Information Security Officer
Email	[REDACTED]
Address	[REDACTED]

To UC, regarding contract issues not addressed above:

Name	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Address	[REDACTED]

To Supplier:

Name	U.S. Bank National Association, Corporate Payment Systems
Mail Code	[REDACTED]
Address	[REDACTED]

5. Intellectual Property, Copyright and Patents

/ X / The Goods and/or Services **do not** involve Work Made for Hire

6. Patient Protection and Affordable Care Act (PPACA)

/ X / The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

7. Prevailing Wages

/ X / Supplier is not required to pay prevailing wages when providing the Service

8. Fair Wage/Fair Work

/ X / Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

9. Insurance

Deliver the Certificate of Insurance to UC's Buyer, by mail or overnight delivery. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE – **U.S. Bank National Association**.

10. Services Specific Provisions

I. CREDIT PROVISIONS.

- A. Financial Information.** This Agreement is for the extension of credit with a financial institution and not a vendor services agreement. Customer makes credit information available on its website for anyone to access.
- B. Credit Accounts.** Upon U.S. Bank approval, U.S. Bank will establish credit limits and related controls necessary for the Customer Account. At its sole discretion, U.S. Bank may revise any credit limits or controls associated with this Program and will provide immediate notice to Customer of any decrease in a Program credit limit that results in an amount lower than the current amount outstanding on the Account. Within ten (10) days of such notice, Customer shall make a payment to U.S. Bank sufficient to reduce the amount outstanding to an amount that is equal to or less than the revised credit limit.
- C. ATM Access/Cash Advances.** U.S. Bank provides access to Cash Advances through owned and Participating Bank Automated Teller Machines and Association member offices. If Customer elects to use Cash Advances, U.S. Bank will establish predetermined Cash Advance limits for Cardholders, either as a group or individually. U.S. Bank may suspend or terminate Cash Advance access for Cardholders, either as a group or individually, if U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Customer.
- D. Convenience Checks.** [intentionally omitted]

II. U.S. PROGRAM.

- A. Programs.** U.S. Bank is qualified to provide Commercial Card & Account Programs in the United States. Customer and Participants may participate under this Agreement upon completion and execution of an applicable addendum and upon U.S. Bank's approval of such addendum.
- B. Products.** U.S. Bank may provide Products to Customer and Participants, Product availability and the Products for which Customer is approved are specified in the Statement of Work, Attachment A.
- C. Regulatory Termination & Suspension.** U.S. Bank may immediately take the following action:
 1. U.S. Bank may suspend or terminate any Cardholder Account if Customer fails to comply with requests for Cardholder Identification Information pursuant to Section G, Compliance with Applicable Statutes and Regulations.
 2. U.S. Bank may terminate any Cardholder Account if U.S. Bank is unable to verify the identity of Cardholder based on the Identification Information submitted to U.S. Bank.
 3. U.S. Bank may terminate any Cardholder Account with thirty (30) days written notice if U.S. Bank is unable to verify that providing services to Cardholder does not pose a risk to U.S. Bank of violating any requirement in Section G, Compliance with Applicable Statutes and Regulations.
 4. U.S. Bank may terminate this Agreement for Customer's failure to comply with Section G, Compliance with Applicable Statutes and Regulations; or
 5. U.S. Bank may terminate this Agreement if U.S. Bank determines that provision of services under this Agreement is counter to any existing, new or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.
- D. Termination for Non-Use.** U.S. Bank may terminate this Agreement immediately in the event that there has been no activity on Accounts within twelve months of the Effective Date of this Agreement or for any twelve month period after the Effective Date of the Agreement.

- E. Effect of Termination.** All applicable Cards, Accounts, and related services are terminated upon termination of this Agreement with respect to any Product or Ancillary Service provided under the Statement of Work, Attachment A, or termination of this Agreement in its entirety. Upon termination, Customer shall instruct all Cardholders to destroy their Cards and any records of Account numbers. U.S. Bank will terminate all applicable services upon a stated termination date. Customer is liable for all Debts arising from the use of any Card and Account prior to the termination date, in accordance with the liability options in the Statement of Work, Attachment A.
- F. Surviving Rights.** Rights, obligations and liabilities that arise prior to the termination of this Agreement with respect to any Product and/or Ancillary Service provided under the Statement of Work, or termination of this Agreement in its entirety, survive any such termination.
- G. Compliance with Applicable Statutes and Regulations.** The parties shall maintain compliance with all statutes, regulations and U.S. Bank policy applicable to the products and services offered under this Agreement, including but not limited to Anti-Money Laundering and U.S. Economic Sanctions. To help the United States government fight the funding of terrorism and prevent money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or any other entity recognized as a legal person) who opens an account. U.S. Federal law also requires financial institutions to conduct ongoing customer due diligence, verify the identity of beneficial owners of certain legal entities, and comply with U.S. Economic Sanctions. U.S. Bank may require Identification Information on Customer's Participants, Related Parties, or Cardholders, as applicable, to allow U.S. Bank to remain in compliance with U.S. Federal law or U.S. Bank policy. Customer shall promptly provide such Identification Information to U.S. Bank, and Customer shall cause its Participants, Related Parties or Cardholders, as applicable, to provide Identification Information to U.S. Bank.
- H. Interchange Rate.** The rebate opportunities described in the Statement of Work are based on Interchange Rates determined by the Associations. These Interchange Rates are subject to change by authorities outside the control of U.S. Bank. In the event that U.S. Bank's Interchange Rates are significantly reduced, U.S. Bank reserves the right to re-negotiate said incentive offerings. In the event that U.S. Bank's Interchange Rates are significantly increased, Customer reserves the right to re-negotiate said incentive offerings.
- I. Other Agreements and Regulations.** The products and services provided to Customer are subject to the following additional agreements and/or regulations:
- 1. Clearing House Operating Regulations.** Any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (collectively referred to as the "NACHA Rules");
 - 2. Association Operating Regulations.** Association operating rules and regulations, including, without limitation, Visa USA, Visa International, MasterCard USA, and MasterCard International; and
 - 3. Cardholder Agreement.** Each Cardholder may receive a Cardholder Agreement that governs the use of the Account. Activation of the Card or Account by the Cardholder and/or use of the Card or Account by the Cardholder constitutes concurrence with the terms and conditions of the Cardholder Agreement.
- J. United States Commercial Card & Account Program and Card Issuance.** U.S. Bank USA has approved Customer for the Program in the United States and shall provide the products and options indicated in the Statement of Work, Attachment A. Customer shall designate to U.S. Bank USA proposed employees who are anticipated to incur expenses on behalf of Customer and who are to receive Accounts, with or without Cards, by submitting completed, duly authorized applications, in a format specified by U.S. Bank USA, and with any applicable consents or authorizations from such Cardholder applicant as may be required herein or in such applications. If an Account is used for Purchases or to obtain cash in a country other than the United States, the Statement shall reflect the conversion into U.S. Dollars of Transactions that occurred in a different currency and an applicable exchange rate for any such conversion. Due to fluctuations in foreign exchange rates, a credit Transaction may not be in the same amount as the original debit Transaction.

K.

[Redacted]

[Redacted]

[Redacted]

L.

[Redacted]

[Redacted]

***K. Piggyback Clause and L. Addition of Participants Approved by UC are UC_U.S. Bank Confidential, and not to be disclosed.**

11. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

12. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase dated 5/16/17 and attached hereto as Attachment B are hereby amended as follows:

ARTICLE 1 – GENERAL has been amended to read in its entirety as set forth below:

"The services ("Services") provided by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Location(s) identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties". Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement."

ARTICLE 4 – INSPECTION has been amended to read in its entirety as set forth below:

"The Services furnished will be as specified in the Agreement."

ARTICLE 6.A – WARRANTIES has been amended to read in its entirety as set forth below:

"General Warranties. Supplier agrees that the Goods and Services furnished under the Agreement will be covered by warranties. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement."

ARTICLE 7.A and 7.B – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS are deleted in entirety.

[Redacted]

[Redacted]

[Redacted]

****ARTICLE 8 – INDEMNITY is UC_U.S Bank Confidential, and not to be disclosed.***

ARTICLE 14.A and 14.B - PREMISES WHERE SERVICES ARE PROVIDED have been deleted in entirety.

ARTICLE 15 – LIABILITY FOR UC – FURNISHED PROPERTY has been deleted in its entirety.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS has been deleted in its entirety.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY has been deleted in its entirety.

ARTICLE 24 – PREVAILING WAGES has been deleted in its entirety.

ARTICLE 25 – FAIR WAGE/FAIR WORK has been deleted in its entirety.

ARTICLE 26 – MEDICAL DEVICES has been deleted in its entirety.

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING has been amended to read it its entirety as set forth below:

“Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC’s written approval, which shall not be unreasonably withheld, conditioned, or delayed. In case such consent is given, the assignee or subcontractor will be subject to all terms of the Agreement.”

13. *Amendments to Appendix Data and Security

The UC Appendix – Data Security and Privacy, dated 5/16/17 and attached hereto as Attachment C are hereby amended as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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****Amendments to Appendix Data and Security are UC_U.S. Bank Confidential, and no to be distributed.***

14. Incorporated Documents

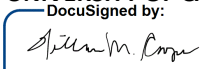
The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

- a. Statement of Work – Attachment A
- b. UC Terms and Conditions of Purchase, dated 5/16/17 – Attachment B
- c. Appendix – Data Security and Privacy, dated 5/16/17 – Attachment C
- d. U.S. Bank Standard Reporting List – Attachment D

15. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter. The Agreement is signed below by the parties’ duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:


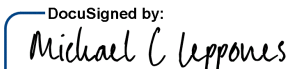
 (Signature) FE005740709254CF...

William Cooper
 (Printed Name, Title)

 12/20/2017
 (Date)

Associate Vice President

U.S. Bank National Association

DocuSigned by:


 (Signature) CD446C...

Michael C. Leppones
 (Printed Name, Title)

 12/20/2017
 (Date)

Chief Procurement Officer Vice President

ATTACHMENT A STATEMENT OF WORK

This Statement of Work #1 ("SOW") is issued pursuant to Purchasing Agreement #UCOP-319 dated January 1, 2018 between Customer and U.S. Bank ("Agreement").

Scope of Services – Over the course of this engagement, U.S. Bank shall provide Commercial Card & Account Programs and related services to the Customer and its authorized Participants, and assist in managing all Commercial Card & Account Programs, including but not limited to Purchase Card, Corporate (Travel) Card, and One Card solutions.

A. Products

Customer may use the Products, Ancillary Products, and Product Enhancements shown below. Travel Accident Insurance, if available, Liability, Billing Cycles and Payment Due Dates are shown below for each Product. Ancillary Products carry the same terms and conditions as the main product unless otherwise stated.

Corporate Card & Accounts.

Liability: Corporate, Contingent

Travel Accident Insurance: \$500,000

Billing Cycle Monthly Payment Due Date: 25 days

Ancillary Products

- Central Billing Accounts (Corporate Liability only)
- Executive Cards (Travel Accident Insurance \$1,000, 000.00)
- Managed Spend Accounts (Corporate Liability only)
- Executive Platinum Cards (Travel Accident Insurance \$1,000, 000.00)
- Virtual Pay Accounts

Product Enhancements

- Cash (ATM Access/Cash Advance)

Purchase Card & Accounts.

Liability: Corporate

Travel Accident Insurance: Not available with Purchase Cards or any Ancillary Product associated with the Purchase Card.

Billing Cycle Monthly Payment Due Date 25 days

Ancillary Products

- Central Billing Accounts
- Managed Spend Accounts
- Virtual Pay Accounts

Product Enhancements

- Cash (ATM Access/Cash Advance)

One Card & Accounts.

Liability: Corporate

Travel Accident Insurance: \$500,000

Billing Cycle Monthly Payment Due Date 25 days

Ancillary Products

- Central Billing Accounts
- Executive Cards (Travel Accident Insurance \$1,000, 000.00)
- Managed Spend Accounts
- Executive Platinum Cards (Travel Accident Insurance \$1,000, 000.00)
- Virtual Pay Accounts

Product Enhancements

- Cash (ATM Access/Cash Advance)

1. Products

- i. **U.S. Bank Purchase Card & Accounts** – The U.S. Bank Purchase Card & Accounts are designed for charging goods and services related to the business activities of Customer.
- ii. **U.S. Bank Corporate Card & Accounts** – The U.S. Bank Corporate Card & Accounts are designed for charging travel, entertainment and other goods and services related to the business activities of Customer.
- iii. **U.S. Bank One Card & Accounts** – The U.S. Bank One Card & Accounts are designed to combine the capabilities of the Corporate Card & Accounts and the Purchase Card & Accounts on a single Account used for travel and entertainment related expenses and goods and services related to the business activities of Customer.

2. Ancillary Products

- i. **U.S. Bank Central Billing Accounts** – Central Billing Accounts are specialized corporate liability Accounts designed for use without the issuance of a plastic Card. Central Billing Accounts include but are not limited to Central Billing Accounts, Central Travel Accounts, Central Purchasing Accounts, Central Travel System Accounts and Managed Spend Central Billing Accounts.
- ii. **U.S. Bank Managed Spend Card** – The U.S. Bank Managed Spend Card is a specialized corporate liability card designed for use by Customer or its Cardholders to charge business related goods and services. Unless requested for a different duration, the Managed Spend Card has a term of 12 to 36 months. Among the features of the Managed Spend Card are Managed Spend Central Billing Accounts, which can also be used for business or relocation expenses. Based on the credit worthiness of Customer U.S. Bank, at its sole discretion, will establish a credit limit of no less than five hundred U.S. Dollars (\$500.00) per Account.
- iii. **U.S. Bank Executive Card and U.S. Bank Executive Platinum Card** – The U.S. Bank Executive Card and U.S. Bank Executive Platinum Card are specialized Corporate Cards that include a premium package of services for top executives of Customer. Issuance of Executive Cards and Executive Platinum Cards is limited to select employees.
- iv. **Virtual Pay** – Virtual Pay Accounts are specialized corporate liability Accounts designed for use without the issuance of a commercial charge Card. Virtual Pay Accounts include but are not limited to Single-Use Accounts, Supplier Accounts and Precise Pay Accounts. See Section F. **Virtual Pay** for more details.

B. Card and Account Issuance – Upon approval of this Master Agreement, U.S. Bank will issue Cards and establish Accounts as identified herein for Customer and/or Participants, at Customer’s or Participant’s request. Customer or Participant shall designate in a manner specified by U.S. Bank which employees will receive Cards or be issued Account numbers and which other Accounts will be established. Reissued Cards will be mailed to all Cardholders prior to the expiration date. All Accounts established and Cards issued are for business purposes only and are subject to the terms of this Master Agreement and any Cardholder Agreement provided to Cardholder. U.S. Bank may amend the Cardholder Agreement from time to time without notice to the Cardholder. U.S. Bank will provide Cardholder notice of any material change to the Cardholder Agreement.

1. Account Types

- i. **Cards** – U.S. Bank will establish Accounts and issue Cards with corresponding Account numbers to Cardholders as directed by Customer or Participant, and as stated herein. Purchases, Transactions, and Debt are charged to the Account by use of the Card at the point of sale. Purchases, Transactions, and Debt may also be charged to Accounts by Cardholders through online platforms or by telephone. Corporate Cards, Purchase Cards, One Cards, and other Cards, e.g., Managed Spend or Executive Cards may be issued to Customer for business purposes only, depending on Customer needs and U.S. Bank approval.
- ii. **Virtual Accounts** – U.S. Bank may establish Accounts without the issuance of a physical Card (“Virtual Accounts”) in the name of Customer or Participant upon the request of Customer or Participant. Virtual Accounts may be established by U.S. Bank for Customer or Participant for a single use or for

ongoing use. Purchases and Transactions are charged to Virtual Accounts solely at the instruction of Customer or Participant. Virtual Accounts are established as an alternative to physical Cards in Customer's Commercial Card & Account Programs. Virtual Accounts include but are not limited to single use accounts and/or reusable accounts with pre-authorized limits that are established at Customer's request. All Virtual Accounts are Corporate Liability with Central Billing only.

2. **Cash Advances** – U.S. Bank provides access to Cash Advances through owned and Participating Bank Automated Teller Machines and Association member offices. If Customer elects to use Cash Advances, at Customer's direction U.S. Bank will establish predetermined Cash Advance limits for Cardholders, either as a group or individually. U.S. Bank may suspend or terminate Cash Advances access for Cardholders, either as a group or individually, if U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Customer. Controls may be set using the U.S. web-based management system, by phone or email.
 3. **Credit Checks** – At its sole expense and to the extent permitted by applicable law, U.S. Bank may conduct a credit check on any proposed Cardholder who may have shared liability for any Debt incurred under this Agreement. U.S. Bank will obtain an individual's credit score with a soft inquiry, also known as an account review inquiry. These inquiries do not affect a consumer's credit score and scores are used for credit line management or reinstating an Account. Customer agrees to provide U.S. Bank with the proposed Cardholder's social security number, tax identification number, or other information as may reasonably be required by U.S. Bank to conduct due diligence on proposed Cardholders. This process will include obtaining consumer Credit Reporting Agency information. Before providing such information to U.S. Bank, a Customer applying for credit on behalf of proposed Cardholders shall obtain the proposed Cardholders' consent for the release of any information to be used for the purpose of obtaining Credit Reporting Agency records.
 4. **Exclusion** – U.S. Bank may decline to issue Cards for any Cardholder in which the Cardholder may have Contingent or shared liability for any Debt incurred under this Agreement.
 5. **Card Delivery** – U.S. Bank will issue Cards directly to Cardholders unless Customer and/or Participant notifies U.S. Bank to the contrary. U.S. Bank will provide UPS two-day delivery as standard. For standard delivery, Cards will be produced the next day and shipped the day after. If expedited delivery Cards are ordered via U.S. Bank web-based management platform before 12 p.m. Pacific Time, they will be processed and shipped the same day. Expedited Cards are mailed overnight and delivered within two business days. Overnight Cards can be requested at no additional charge.
 6. **Creation of Cards by Customer** – Customer may create Cards on its own through the use of the account management system. Such Cards can be created with or without an individual's name embossed on the face of the Cards. Acceptance of Cards without a name embossed on the face of the Cards is at the discretion of Merchants.
- C. **Billing and Payment** – U.S. Bank will provide two billing options, Individual Bill and Central Bill. U.S. Bank can deliver paper or electronic Statements, or both. U.S. Bank will implement the billing option and delivery method requested by Customer. Customer may change its Statement delivery method at any time by request to U.S. Bank. U.S. Bank will provide the Customer with ability to enable statement billing files that can be issued from **U.S. Bank's** Management Information System "MIS" department daily, weekly, bi-monthly or monthly for payment, based on the payments vendors have processed. Standard financial extracts from the web-based management platform can be issued daily, cycle, or queue controlled on demand. U.S. Bank will accommodate any frequency required to meet the Customer's needs.
1. **Individual Bill** – Cardholders will receive a Statement at the conclusion of each Billing Cycle. Customer may elect to receive one or more Summary Statements or reports showing all Transactions billed to Cardholder Accounts. Customer or Cardholders shall pay the amount due on the Statement by the Due Date.
 2. **Central Bill** – Each Transaction is posted to an Account and rolled up to a Central Account for billing or billed directly to a Central Account. Customer will receive one or more Central Bill Statement at the conclusion of each Billing Cycle for all Cardholder and Central Account Transactions. For Transactions posted to a Cardholder Account and rolled up to a Central Account, the Cardholder will receive a memo Statement showing his or her

respective Transactions but with no amount due. Customer will receive a consolidated Statement, which includes the total amount due for all Cardholder Accounts and Central Accounts. Customer shall pay the amount due on the Statement by the Due Date.

3. **Billing Disputes** – Customer shall communicate billing disputes either via the web-based management platform or in writing to U.S. Bank at the address specified in the Agreement or the address provided on the Statement. U.S. Bank must receive written communication of a dispute within sixty (60) calendar days of the date on the Statement on which the disputed or allegedly incorrect Transaction first appeared. Association regulations govern the resolution of all billing disputes.
 - i. **Disputes.** Disputes that are communicated in writing shall be sent to U.S. Bank USA at [REDACTED]
4. **Trailing Transactions** – Upon cancellation of an Account, Customer or Cardholder shall cancel the billing of all recurring Transactions to the Account.
5. **Delinquency** – If the amount shown on the Statement as the current amount due has not been paid to U.S. Bank by Customer and/or the Cardholder by the Due Date, U.S. Bank has the following rights:
 - i. **Suspension** – U.S. Bank may suspend any Account that is delinquent for a period exceeding two (2) Billing Cycles.
 - ii. **Cancellation** – U.S. Bank may cancel any Account that is delinquent for a period exceeding three (3) Billing Cycles.
 - iii. **Late Fees** – Upon request, U.S. Bank will provide Customer with one courtesy late fee waiver per Card, per year for a Corporate Card Cardholder with Contingent Liability.
 - iv. **Collection Fees** – U.S. Bank will not charge Customer for collection services or withhold this from recovered funds.
6. **Cardholder Bankruptcy** – Upon learning of a Contingent Liability Cardholder bankruptcy, U.S. Bank will immediately suppress Statements and cease collection efforts on that Contingent Liability Cardholder Account. Within fifteen (15) business days U.S. Bank will close the Cardholder Account. If requested by Customer, U.S. Bank will issue the Cardholder a new Account for business purposes, under a Joint/Several or Corporate Liability.

D. Liability – U.S. Bank provides a variety of liability options to Customer per this Agreement:

1. **Corporate Liability** – Customer or Participant, as applicable is solely liable to U.S. Bank for all Transactions.
2. **Joint and Several Liability** – Customer and the Cardholder are jointly and severally liable to U.S. Bank for all Transactions.
3. **Contingent Liability** – The Cardholder is liable to U.S. Bank for all Transactions. Customer has contingent liability, which means Customer is liable for any billed Transactions that are legitimate business charges that have not been previously reimbursed by Customer to the Cardholder.
4. **Use of Commercial Card Programs outside the United States and Canada** – To the extent U.S. Bank provides Commercial Card Programs offered under this Agreement beyond the United States and Canada, Customer is liable for all Transactions charged on such Accounts.
5. **Notification of Compromised Accounts** – Customer shall notify U.S. Bank promptly, as soon as reasonably possible, of any of the following events and shall provide U.S. Bank with sufficient information for U.S. Bank to act on such notifications.
 - i. Termination of employment of any Cardholder;
 - ii. Any lost or stolen Card;
 - iii. Any compromised Account; or
 - iv. Any compromised information regarding Cards, Accounts or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Cardholder information.
 - v. Failure of Customer to provide timely notification, in accordance with Association regulations, may result in the liability of Customer or Cardholder to pay for Transactions on such Cards or Accounts notwithstanding any liability option specified in the Agreement. Neither Customer nor Cardholder will

be held liable for fraudulent charges that are promptly reported to U.S. Bank Customer Service, or any fraudulent charge fees related to promptly reported lost or stolen Cards.

6. **Association Liability Program** – U.S. Bank will provide Customer with Visa Liability Program. See Section G. **Association Benefits** for more details.
7. **Fraud** – U.S. Bank maintains automatic fraud checks on all Customer Transactions, as well as a team of Fraud Analysts who work to identify fraud patterns and resolve suspected cases. Fraud strategies and support are consistently updated and refined to reflect new and emerging fraud pattern.
 - i. **Fraud Referral Exception Protocol** - U.S. Bank has developed a Fraud Referral Exception Protocol specifically for the Customer, under the terms of this Agreement. If a Cardholder has attempted fraud that appears to be known credit master activity, and if the account has been placed in fraud referral status, rather than being forced into a reissue the Program Administrator can request that a dedicated fraud analyst review the account and lift the Fraud Referral if the risk is determined to be under a tolerable threshold for U.S. Bank. How to execute: The Customer and/or Participant Program Administrator can escalate the issue to the U.S. Bank Dedicated Account Coordinators via email [REDACTED] and copy the U.S. Bank Relationship Manager. The U.S. Bank Account Coordinator will submit a request to a Corporate Payment Systems Fraud Analyst to assess the risk on the account.
 - ii. **U.S. Bank Fraud Protection** - Fraud must be reported within sixty (60) calendar days from the Transaction date. The Cardholder must sign and return to U.S. Bank a Statement of Fraud (legal affidavit). The Cardholder must not be found responsible for the fraud as part of the subsequent investigation. If all requirements are met, then the Customer, Participant and/or Cardholder will not be responsible for the reported Transaction. There is no maximum dollar amount for coverage; U.S. Bank will cover all fraud losses.
8. **Merchant Category Disclaimer** – U.S. Bank may prevent or restrict usage of its Products to selected Merchants based on Merchant Category Code and upon Customer’s request. The following disclaimers apply:
 - i. **Limitation of Liability** – U.S. Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the Transaction authorization request. U.S. Bank has no liability for Transactions declined or approved contrary to the intent of Customer as a result of inaccurate Merchant Category Codes.
 - ii. **Incorrect Merchant Category Codes** – To the extent Customer believes a Merchant has not been assigned an accurate Merchant Category Code, U.S. Bank will advise the Association of the inaccuracy. Whether or not the Merchant Category Code is changed is dependent upon applicable Association regulations.

E. **General Service and Support Requirements for all Commercial Card & Accounts Programs**

1. U.S. Bank will provide a web-based management platform that includes all functionalities, data and controls to manage all offered commercial Card and Account programs. The web-based management platform will be available twenty-four (24) hours a day, seven (7) days a week and will not require any hardware or software modifications to access. Some of the key features of the web-based management platform will include:
 - i. **Multi-Factor Authentication** – U.S. Bank is developing Multifactor Authentication. It will be made available to the Customer under the terms of this agreement as soon as it is commercially available.
 - ii. **Dispute Charges** – disputes may be initiated and tracked within the web-based management platform.
 - iii. **Cardholder initiated application** – A Cardholders initiated application will be available in the web-based management platform.
 - iv. **Proxy Access to Accounts** – access may be delegated. Program Administrators will have the ability to establish roles, access and authority levels for all users in real time within U.S. Bank’s web-based management platform.
 - v. Customer can view a minimum of twelve (12) months of detailed Transaction history available within the web-based-management platform.

- vi. Customer may set up and maintain vendor records within the web-based management platform.
- vii. U.S. Bank provides a mobile application. Available on both iOS™ and Android™ devices.
- viii. Statements are available on the web-based management platform for up to eighteen (18) billing cycles. Transaction history is available to view on the web-based management platform, up to twelve (12) months. Reporting is provided at a minimum of 2 years within the web-based management platform, and a minimum of ten (10) years offline.
- ix. **Card Limit Flexibility & Controls**
 - 1. U.S. Bank's web-based management platform will allow users to set limits, restrictions, and controls in an effort to minimize Card misuse.
 - 2. Customer and/or Participant Program Administrators will have the ability to adjust the following in real time and with effective dating for all individual Cards and Accounts: Credit Limit, Single Purchase Limit, Percent Cash, Daily Dollar Limit, Daily Transaction Limit, Cycle Dollar Limit, Cycle Transaction Limit, Monthly Dollar Limit, Monthly Transaction Limit, Quarterly Dollar Limit, Quarterly Transaction Limit, Yearly Dollar Limit and Yearly Transaction Limit.
 - 3. **Effective Dating** – Effective dating will provide an entitled user with the ability to define effective dates for temporary and permanent account maintenance requests.
 - 4. **Preferred Vendor Tables** – U.S. Bank will offer and maintain Preferred Vendor tables (PVTs) for Customer and/or Participants. U.S. Bank will provide the capability to open or block a Customer and/or Participants suppliers at the program level and/or individual Card holder account level by merchant ID and by MCC.
- x. U.S. Bank will provide 100% commercial Card Transaction monitoring through an audit system. The audit system will be available 24 hours a day, 7 days a week and will not require any hardware or software modifications to access. U.S. Bank web-based management platform audit system will automatically integrate commercial Card Transaction data. Using customizable rule templates, Customer and/or Participant can automatically review all Account Transactions, flag suspected card misuse and out-of-policy spending. Program Administrators can receive automated email notifications of possible non-compliance and spend violations.

2. Reporting

- i. **Standard reporting capabilities** – U.S. Bank's web-based management platform will provide at a minimum the standard list of reports referenced in Attachment D. Reports available to the Customer shall include, at a minimum, company statistics, exception reports, spending analysis, and activity. U.S. Bank reporting will include Level III data wherever possible.
- ii. **Ad Hoc reporting capabilities** – In addition to the standard list of reports, U.S. Bank Access® Online will provide a Flex Data reporting tool, allowing for full customization of a report's content and release schedule options.
- iii. **Custom reporting capabilities** – U.S. Bank shall provide, at no cost to the Customer and/or Participant, custom reports and extracts developed by the U.S. Bank Management Information System "MIS" team and/or Product department, at the request of the participating location. The estimated length of time required for development of custom reports will be communicated to the Program Administrator upon receipt of the request, and will be dependent on the complexity of the data requirements and file format. All requests will be met where feasibly possible. Custom MIS reports are typically created within 10 to 14 business days, depending on the complexity of the request, and will be delivered directly to the Program Administrator's data exchange box. The reports are established by the U.S. Bank MIS reporting department. The MIS Active Jobs include Flat Files and Excel Files, supporting Custom Billing, Custom Member List, Standard Member List, Custom Prepop, Custom Account Activity, Non-Reissue Reports, Custom Account Status Change, Inactive Account Report, Statement of Fraud Activity, Accounts to Purge, Past Due, and Custom Decline Reports.

- iv. **Standard Report Processing Times**
 - 1. Standard Access Online Financial Extract Files will take an average of five (5) business days to process.
 - 2. New Custom File Creation will take an average of seven (7) to ten (10) business days to process.
 - 3. New Standard File Creation will take an average of five (5) to seven (7) business days to process.
- 3. **Data Access and Formats** – U.S. Bank will provide each program site with Transaction files in their preferred format, offering both standard and custom options to ensure the least impact on Customer and/or Participant internal resources.
 - i. **Data Access** – At a minimum, Customer will have the ability to view a maximum of 12 months of detailed Transaction history within the web-based management platform and will be able to download reports with a minimum of 2 years of data. Outside of the web-based management platform, the Customer can request, at a minimum of up to 10 years of data from U.S. Bank at no cost.
 - ii. **Reports** – Reports will be available in the following formats:
 - 1. Browser—Browser-based reports open in the user’s existing internet browser, requiring no additional software. Some reports take advantage of drill-down links for additional detail.
 - 2. PDF
 - 3. Excel
 - 4. Active—Active reports use dynamic HTML for export to XML and CSV
 - iii. **Extracts** – Extracts will be available in the following formats:
 - 1. **Statement Billing File 2.5 (SBF 2.5)** —SBF 2.5 is a U.S. Bank standard statement file that contains Transaction data with allocation information. Clients primarily use this format to populate their general ledger with Transaction information.
 - 2. **U.S. Bank Commercial 1.0 (USBC1)** — this standard file format will contain Transaction, Account, hierarchy, level II and level III data for both corporate and procurement Card programs. This file type will also supports the inclusion of allocation data from U.S. Bank’s web-based management platform.
 - 3. **U.S. Bank Commercial 2.0 (USBC2)** — this file type will accommodate U.S. Bank’s web-based management platform, Virtual Pay Solutions and Order Management programs. USBC2 is based on USBC1 with the addition of user line items, Virtual Pay Solutions or Order Management data.
 - 4. **RCON1 Standard Extract** — the U.S. Bank web-based management platform Standard Extract File RCON1 file is a fixed-length (multiple record-type) ASCII text file. The user can extract the file daily or monthly.
- 4. **Card Format and Design**
 - i. Fully customized Cards can be requested and designed specifically for Customer and/or Participants. A custom card would be a plastic credit Card that is designed by the Customer using their company branding, tag line or image that must contain the product branding. There are also requirements around Association and Issuing Bank branding, product branding, any required disclosures of U. S. Bank that would need to be included. All custom Cards must be approved by U. S. Bank marketing and the applicable Association. There is a pass through fee for custom plastic credit Cards depending on the Card volume requested.
 - ii. U.S. Bank will provide, free of charge, standard commercial Cards with the Customer and/or Participant designation (logo) on the front of the Card and two available lines of embossing for information of the Customer or Participant’s choice.
- 5. **Value Added Solutions**

- i. Program Optimization** – U.S. Bank will provide a proprietary, consultative Program Optimization process. A dedicated Program Optimization and Supplier Enablement team will be provided, to assist the U.S. Bank primary Relationship Manager in the benchmarking and growth of the Customer and/or Participant programs. U.S. Bank Program Optimization capabilities will be available for the Customer and/or Participants, and can be applied to any Card programs. There will be no fee to the Customer for the program and related services. The process will include at a minimum:

 - 1. Benchmarks of Customer and/or Participant performance against industry-leading measures of commercial Card program performance;
 - 2. Best-practice recommendations for process improvement and program expansion;
 - 3. Targeted supplier opportunity reports;
 - 4. Actionable business cases that demonstrate the financial value of program improvements;
 - 5. Detailed action plans to support the implementation of these improvements;
 - 6. Support of program expansion through a dedicated supplier enablement team that will provide full-service and targeted supplier enrollment for the Customer and/or Participants program as well as detailed campaign success reporting. See Section **F. Virtual Pay Solutions** for more information on Supplier Enablement Support Team;
 - 7. For Participants interested in Virtual Pay Optimization, U.S. Bank will provide a Supplier Level Analysis for the purpose of identifying target suppliers for enablement.
 - ii. Custom Scorecard Development** – In addition to Program Optimization analyses, U.S. Bank will provide a custom scorecard for the Customer. The U.S. Bank Scorecard will provide, at a minimum, the following:

 - 1. Where possible U.S. Bank will benchmark Customer and/or Participants against industry standards, and also rate their performance compared to peer programs.
 - 2. Customer leadership, Procurement Services, University of California Office of the President, may review, suggest changes, approve, and determine the appropriate level of use and distribution of the U.S. Bank Scorecard.
 - 3. The Scorecard program will include comparisons to private sector organizations, internal comparisons of program performance among the Customer's individual program sites and other associated entities, and will focus not only on expansion opportunity, but also improved program operational efficiency.
 - 4. U.S. Bank will provide fully customized scorecards for the Customer including, but not limited the following key metrics:
 - a. Program spend as a percent of overall operating expenses;
 - b. Year over year growth;
 - c. Write-offs as a percent of overall program spend;
 - d. Average Transaction Size;
 - e. Incentives as a percent of overall program spend;
 - f. Active Cards as a percent of all Cards open and available for use.For each metric, the Scorecard will also provide performance in comparison to private sector organizations as well as an internal ranking among Customer program locations.
 - 5. Scorecards will be developed for each existing product (e.g., Corporate Card, Purchasing Card, and Virtual Pay) and will be provided both at a system level and for each location.
- 6. Customer Support** – U.S. Bank will provide at a minimum a dedicated Relationship Manager, one full time dedicated Account Coordinator, one dedicated backup Account Coordinator, one Technical Consultant, one Solutions Consultant, two Supplier Enablement Managers, and a team of Supplier Support Managers. U.S. Bank will re-evaluate the support levels required of this program as it evolves and will provide the Customer with a custom service model. U.S. Bank will not outsource any aspect of customer service.

 - i. Relationship Manager** – The Relationship Manager will serve as Customers single high-level point-of-contact for all strategic program needs. The Relationship Manager will work with the Customer and/or

Participants to define and monitor mutually agreed upon performance goals, as well as delivering regular account performance reviews, program updates and product enhancements. Throughout the term of the Agreement the Relationship Manager will conduct assessments and projects that focus on the optimization of the Customer and/or Participant programs. The Relationship Manager will also focus on account performance reviews, mentorship of the Customer and/or Participants overall support team, manage escalations, as well as provide program updates and information on product enhancements as needed. The dedicated Relationship Manager will provide custom reports related to overall spend and incentive performance to Customer leadership – Procurement Services, University of California Office of the President, as well as Customer Activity reports for each Participant location that provide statistics on program level performance (monthly spend, Card count, fraud, Cash Advances, etc.).

ii. Dedicated Account Coordinator – The dedicated Account Coordinator and backup Account Coordinator(s) will support the day-to-day service needs of the program, supported by a team dedicated to Higher Education and Public Sector clients. The dedicated Account Coordinator is wholly dedicated to the Customer and/or Participants. The backup Account Coordinator supports the Customer and other clients. Additional account support is provided as needed. Account Coordinators are available for Customer and/or Participants Program Administrators from 5:00am – 5:00pm (Pacific Time), Monday-Friday, and can be reached via the Program Administrators Shared Mailbox and customer support telephone line (details below). At a minimum, Account Coordinators will be responsible for:

1. Daily program maintenance and adjustment needs;
2. Providing guidance to Customer and/or Participant Program Administrators on use of U.S. Bank tools and processes;
3. Operational escalations and rush requests;
4. Issue resolution;
5. Sharing best-practice recommendations – U.S. Bank Service Account Coordinators will proactively consult with Customer and/or Participants about maximizing new program features;
6. Liaising with internal teams;
7. Data/reporting assistance with Customer and/or Participant dedicated technical resources.

iii. Program Administrators Shared Mailbox – U.S. Bank will provide a dedicated shared mailbox [REDACTED] exclusively for Customer and/or Participant Program Administrators. This mailbox will give direct access to Account Coordinators and technical resources, as outlined below.

1. Emails sent to the shared box by 3 p.m. (Pacific Time) will be acknowledged the same business day
2. Emails sent to the shared box after 3 p.m. (Pacific Time) will be acknowledged by 8 a.m. (Pacific Time) the following business day
3. In both cases, if an issue cannot be resolved immediately, the acknowledgement email will include an estimated resolution timeframe.

iv. Technical Resources – A team of Solutions Engineers will provide support to Customer and/or Participants. The technical experts provide an additional layer of support for the Customer and/or Participants program. At a minimum the team will include:

1. One Primary Technical Consultant
2. One Solutions Consultant
3. Two Supplier Enablement Managers
4. A team of Supplier Support Managers

Technical resources will be available through the shared mailbox outlined above. Emails marked as “File” in the subject line are automatically flagged for the attention of technical resources.

- v. **Customer Service Team** – Customer and/or Participant Program Administrators will be supported by a Customer Service Team, which is available toll-free and is fully dedicated to U.S. Bank Corporate Payment Systems commercial Card programs. U.S. Bank’s two U.S.-based call centers are located in Fargo, North Dakota, and Coeur d’Alene, Idaho. Customer Service manages all Cardholder inquiries, including general information, Account balance and status, card loss or theft reporting and Card replacement, manual authorizations, dispute resolution, Card/Account information changes and more.
- vi. **Customer Service Hours and Contact Information** – Toll Free Customer Service is available for Cardholders. In the United States, Customer, Participants and Cardholders may call the following telephone numbers to report lost or stolen Cards, compromised Accounts, or to ask questions about Program Services or U.S. Bank USA Accounts:
 - ██████████ (Program Services), twenty-four (24) hours per day, seven (7) days per week;
 - ██████████ (Cardholders, Software Customer Service) twenty-four (24) hours per day, seven (7) days per week; and
 - ██████████ (Program Administrators, Software Customer Service), 6:30 a.m.-8:00 p.m., (Central Time) Monday-Friday.
- vii. **Service Issue Resolution** – the U.S. Bank dedicated Account Coordinator will be the first point of contact for all program issues. Program Administrators may contact the Account Coordinator via phone, fax or email. Should an issue need to be escalated, the Program Administrator may contact the Account Coordinator Team Manager or the Head of North American Client Servicing. In addition, the Customer will be provided with direct lines of communication to the U.S. Bank Head of Global Client Services and the Global Corporate Bankcard General Manager. The Relationship Manager should also be copied on all escalations, to oversee the issue resolution process. Emails sent to the Shared Box ██████████ with “Rush” or “Urgent” in the subject line are prioritized above other requests.
- viii. **Program Optimization Staff** – U.S. Bank will provide a dedicated team that will conduct analyses required to support optimization efforts including the following:
 - 1. The U.S. Bank Card Program Optimization Lead is responsible for ensuring that corporate, commercial and non-profit clients achieve maximum value from the use of U.S. Bank’s payment solutions by using industry leading benchmark best practices. In addition to detailed program optimization and Accounts Payable file analysis work, the Card Program Optimization Lead will assist U.S. Banks relationship management and sales staff in interpreting analysis results and identifying best practice recommendations specific to Customer and/or Participant programs and also developing new consultative offerings focused on program expansion and operational efficiency.
 - 2. The U.S. Bank Card Program Optimization Associate will provide support for program optimization analyses for the U.S. Bank commercial card Customer portfolio.
- ix. **Enhancements** – For any enhancement requests, Customer and/or Participants will submit the requirements to the U.S. Bank Relationship Manager or Account Coordinator. These enhancements will be included within the U.S. Bank products intake process for review and prioritization. U.S. Bank will provide quarterly updates. Enhancements and open enhancement requests will be reviewed during Program and Relationship Annual and Quarterly reviews to ensure that the Customer and/or Participant ongoing product and services needs are being met. See **Section K. Assumptions** for more information.
- x. **Supplier Systems Updates** – Enhancements to any systems, including 3rd party systems that support US Bank tools (VISA, IBM, etc.), will be communicated at least thirty (30) days in advance to Customer.

F. Virtual Pay Solutions – This section sets forth the specific scope and requirements for all Virtual Pay solutions provided by U.S. Bank to Customer. Participants will have access to any Virtual Pay solutions that U.S. Bank makes available. Below are the minimum products and services that will be provided through the term of the Agreement. Virtual Accounts can be requested and accessed by users via U.S. Bank’s web-based management platform. Mobile device access is also available.

1. **U.S. Bank Web-Based Management Platform** – A virtual payment Account solution, allowing the Customer and/or Participants to process payment requests by submitting a payment instruction through the web-based management platform or by sending payment files to U.S. Bank. Below is a list of key features of the tool:
 - i. **Supplier enrollment** – U.S. Bank will furnish a supplier enrollment online portal and conduct ongoing supplier enrollment campaigns throughout the life of the program.
 - ii. **Virtual Pay expiration notification** - Clients can enable automatic payment notifications to be sent before a payment instruction expiration date.
 - iii. **Single-Use Accounts**— unique Account numbers are assigned to each approved payment Transaction.
 - iv. **Supplier Accounts**— open-to-buy limits on supplier dedicated Accounts are dynamically increased to the payment amount appearing on Customers approved payment file.
 - v. **Customer-Initiated Payments (Straight-Through Processing)** – funds are automatically deposited into a merchant bank Account less interchange. Also referred to as push payments. U.S. Bank provides reconciliation functionality to automatically match processed supplier payment Transactions with Customer-authorized payments.
 - vi. **Precise Pay (Exact Pay)** – provides controls for virtual Accounts that restrict suppliers to only process the exact amount authorized by the Customer on a payment instruction. This functionality can be utilized only with Single-Use Accounts. The supplier will be unable to process a Transaction unless the amount keyed matches the total on the payment file instruction exactly.
 - vii. U.S. Bank’s web-based management platform can accommodate both supplier-initiated and buyer-initiated payments (BIP) without the need for separate file integration.
 - viii. **Data Access** – Customer can view a minimum of twelve (12) months of detailed Transaction history available within the U.S. Bank web-based management platform and can download reports with a minimum of twenty-four (24) months of data.
2. **Enterprise Resource Planning Adapter** – U.S. Bank provides a universal enterprise resource planning (ERP) adapter that connects a Customers ERP and accounting systems to U.S. Bank’s web-based management platform, reducing the programming and internal resource requirements otherwise required to implement virtual pays solution.
3. **U.S. Bank Internal Translation Services** – U.S. Bank also offers internal translation services. U.S. Bank has an internal data mapping solution. This allows U.S. Bank to take a non U.S. Bank payment file, as long as it contains the minimum level of detail needed to create a payment, and map that payment file to the U.S. Bank required format. The minimum level includes data elements such as client Supplier ID, Payment Amount either overall or at an invoice level, Payment Type indicator if using multiple payment options, and Record type if using multiple records.
4. **Virtual Pay Supplier Enablement Program** – this is a program offered by U.S. Bank to maintain and support the growth of the Customer and/or Participant Virtual Pay programs. Features of this program include:
 - i. Outreach campaigns designed and executed by the U.S. Bank Supplier Enablement Team, involving significant input and consultation with Customer. The Customer has final approval on all communications used to enroll suppliers.
 - ii. Campaigns run in perpetuity and will adapt and evolve over time based on the success and learnings of prior campaigns.
 - iii. Customer Program Administrators are encouraged to meet with designated Supplier Enablement Managers on a regular basis. New programs, or programs interested in optimization, are encouraged to meet weekly, and then bi-weekly, and eventually monthly. These status calls allow Program

Administrators, the Relationship Manager, and Supplier Enablement Manager the opportunity to discuss enablement strategy and ensure all administrative needs are being met.

- iv. Campaigns begin in a standard phase, where the U.S Bank team will target all check suppliers who are either accepting Virtual Pay with another client or those that are projected to be good or potential acceptors. The U.S. Bank team will then target all other Visa acceptors, down to those with \$5,000 in annual combined volume opportunity with Customer and Participants. U.S Bank will also move on to target all Automated Clearing House (ACH) suppliers if the Customer and/or Participant will allow for it. When a program has gone through the first initial phases the U.S. Bank team will target non-Visa acceptors for Straight-Through Processing, and will go back to suppliers who declined for process related objections and encourage them to allow U.S. Bank to process manually using the U.S. Bank Proxy Pay Team (see details below). Campaigns typically follow a logical order as described above, but U.S. Bank will accommodate to pace and order required by the Customer and/or Participant.
- v. Other Supplier Enablement Features include:
 - 1. **An online self-enrollment portal** – during the Customer and/or Participants supplier enablement campaigns, U.S. Bank will provide the option to send suppliers an internet web link to enroll in the program.
 - 2. **A commitment to custom development work** – if the Customer and/or Participant would like to customize an offer, U.S. Bank can build specific requirements into the Elavon electronic application and allow the Customer or Participant to disseminate this enrollment link to select suppliers. This will require some development work, and would be best thought of for integration in secondary campaigns.

5. Virtual Pay Customer Support

- i. **Supplier Enablement Team** – The supplier enablement team will handle all contact with suppliers to support the Customer and/or Participants enablement needs and will work with the Customer and/or Participant on shared contact strategies to leverage the Customer and/or Participants supplier relationships. The U.S. Bank team is provided to on-board suppliers to Virtual Pay and also designs and executes supplier outreach campaigns.
- ii. **Supplier Enablement Manager** – The dedicated Supplier Enablement Manager will collaborate with the Customer to provide recommendations to tailor messaging around the supplier enablement strategy and outbound reach efforts. The Supplier Enablement Manager will take into consideration the Customer and/or Participants objectives and the goals, and while leading an enablement campaign.
- iii. **Merchant Acquisition Sales Team** – Elavon is a payment acquiring business owned by U.S. Bank, which will provide a merchant acquiring sales team that includes a minimum of 5 full-time employees. The team will support supplier enablement and Business to Business (B2B) solutions; specifically contacting Customer and/or Participant suppliers that do not currently accept credit Cards. This team can navigate a payment acceptance discussion and offer the full suite of payment acquiring solutions including Straight-Through Processing.
- iv. **U.S. Bank Proxy Pay team** – U.S. Bank will provide a Proxy Pay team to process payments, to select suppliers, on behalf of the Customer and/or Participants. Suppliers are enrolled in the Virtual Pay Proxy Pay program at the bank's discretion, and based on the overall client relationship. U.S. Bank will consider annual spend with a select supplier across all Participants leveraging this Agreement as one factors of enrollment. Supplier enrollment is considered on a case by case basis. Enrollment is executed by the request of the Customer and/or Participant. Payment files are sent to the U.S. Bank Proxy Pay team who will act on the Customer's behalf, receiving payment instructions and completing payment to the Customer's enrolled suppliers via their designated receivables website, Interactive Voice Response (IVR) or call center. The payment file can also be sent directly to the Customer for

processing instead of the Proxy Pay team if they so choose. The payment will ultimately reconcile in the same way as all Virtual Pay Transactions.

v. **Supplier Support Team** – The Supplier Support team is provided by U.S. Bank. The Supplier Support team provides the following types of services to the Customer and/or Participants suppliers enrolled in a Virtual Pay program:

1. Resolve payment issues;
2. Resolve decline issues;
3. Educate suppliers about Virtual Pay programs and conduct trainings.
4. Conduct program trainings for clients;
5. Assist Customer and/or Participant with reconciliation and manual matching;
6. Advise Customer and/or Participant on the use merchant related reports.

The Supplier Support team is available from 6:00am – 4:00pm (Pacific Time), Monday-Friday, and can be reached via the following shared email box and support telephone line:

Phone: [REDACTED]

Email: [REDACTED]

G. **Association Benefits** – Customer and Participants currently have access to three primary benefits (Visa Liability Insurance, Commercial Benefits, Visa IntelliLink Compliance Tool) provided by U.S. Bank’s Association partner, Visa. All programs and services are provided at no cost to the Customer.

i. **Visa Liability Insurance** – The Visa Liability Waiver Program protects all Cardholders and Accounts under the terms of this Agreement against eligible losses that might be incurred through Card misuse by a terminated employee. The program waives certain eligible charges in the event that a Cardholder misuses Visa Commercial or Business Card privileges. Restrictions apply. Visa Liability Waiver Program Benefits include:

1. Extensive coverage —up to \$100,000 per Cardholder
2. Automatic enrollment
3. No deductible and no extra cost
4. No maximum cap per company
5. Coverage of cash advances, officers, and ghost Accounts
6. Simplified claim procedures

Program restrictions are as follows:

1. **Waivable charges** – are charges incurred by an employee or other authorized person which: do not benefit the company directly or indirectly, or benefit the company directly or indirectly, but when the employee was reimbursed by the company for those charges they failed to pay the financial institution; and are the responsibility of the company and/or Cardholder for payment to the financial institution.
2. **Charges** - may be billed up to seventy-five (75) days before the Notification of Termination Date; or incurred but unbilled as of the Notification of Termination Date; or incurred up to fourteen (14) days after the Notification of Termination Date.
3. **Cash Advances** – Prior to the Notification of Termination Date, cash advances are considered waivable charges as defined; or after the Notification of Termination Date, cash advances are considered waivable charges as defined and limited to \$300 per calendar day or a maximum of \$1,000.
4. **Notification of Termination Date** – means the date the Cardholder gives to his/her employer or receives from his/her employers oral or written notice of immediate or pending termination, or the date the Cardholder leaves his/her employer, whichever is earlier.
5. The Account must be canceled within two (2) business days following the Notification of Termination Date.

ii. Commercial Benefits

1. **Tokenization** – Tokenization offers the ability to facilitate mobile payments commercially and also further optimize and secure virtual payment solutions. In partnership with Visa, U.S. Bank will be first-to-market with tokenization for commercial payments and will provide to Customer as soon as the product is available.
2. **Data File Release** – Visa has five (5) releases per year. File specification upgrades occur five (5) times per year.

iii. Visa IntelliLink Compliance tool – a tool for auditing of commercial Card Transactions. Visa IntelliLink is an online, web-based application that requires no hardware or software changes to the Customers systems to access. IntelliLink Compliance provides Rule Management and Compliance Workflow functionality. At a minimum, Visa IntelliLink Compliance offers the following functionalities:

1. **Sampling Module** – Allows for the export to use of random sampling audits. Sampling options include date range, merchant name, dollar amount, MCC, and more. Customer and Participants can either use a standard sampling plan, or create a custom plan based on their program needs.
2. **Predictor Module** – Uses a proprietary algorithm to score Transactions and detect anomalies. Each Transaction's score is displayed, along with a message explaining the score. The algorithm will learn from the Customer and/or Participants past activity to better detect fraud and avoid false positives. Customer and Participants can query by Score Range, Billing Cycle, Date Range or Case Status.
3. **Dashboard Module** – Provides a high-level overview of critical program compliance metrics. For example, Customer and Participants can use the dashboard to view metrics such as Top MCCs, which can then be broken out by hierarchy level, month/billing cycle, or average Transaction size. Other metrics include Top Declined, Top Merchant, Top MCC Group, Total Spend, Compliance Cases, Blocked MCC, Delinquencies, Transactions Exceeding Limit, and Program Spend. Users can access Transaction detail directly from within the dashboard.
4. **Reporting Module** – Offers comprehensive standard and custom reporting options.
5. **Data** – is available online for a minimum of twenty-seven (27) months, and offline for a minimum of an additional seven (7) years.
6. **Compliance Workflow Module** –
 - a. Customer and/or Participants are assigned to a hierarchy (company).
 - b. When a case is created, the system automatically sends an email to the assigned user letting them know they have a case to view.
 - c. Within the Cases window, the user can view All Cases or Pending Actions. The user has the option to issue a case questionnaire from within this window, in order to gather additional information. Standard questions for Purchasing and Travel are available, and custom questions can also be created and saved.
 - d. A standard escalation period will be defined within the Administrative Controls area.
 - e. Cases can be exported for review outside of the system. Exports are in PDF format to prevent manipulation.

H. Corporate Social Responsibility

1. **Supply Chain Management** – U.S. Bank is committed to providing competitive opportunities to qualified diverse owned businesses. The corporate goal is to increase spend with certified Minority, Women, Veterans, Service Disabled Veterans and LGBT owned business enterprises. U.S. Bank views Supplier Diversity as not only the right thing to do but as a competitive advantage to maintain its share in the marketplace. In keeping with this commitment, U.S. Bank strongly encourages its prime suppliers to identify and utilize certified diverse owned

businesses where possible. U.S. Bank will work with their prime (Tier 1) suppliers to support the growth of diverse owned businesses by requiring the reporting of their subcontracting (Tier 2) utilization of certified business on U.S. Bank contracts. U.S. Bank monitors effectiveness and expenditures with diverse owned suppliers on a monthly and quarterly basis. Infrastructure is in place to track and report Tier 1 and Tier 2 spend using a third party supplier management tool. The automated tool enables online analysis, tracking and reporting. Bank tracks the following certified and non-certified diverse suppliers: MBE, WBE, DOBE, HUBZ, SBA 8(a), SBE, DBE, SDB, VET, and GLBT. U.S. Bank engages and trains prime suppliers regarding Tier 2 reporting to maintain compliance and assists in meeting its corporate Supplier Diversity Initiative goals and objectives.

2. U.S. Bank self performs much of its services. U.S. Bank will report to Customer, upon request to Customer's Relationship Manager, on a quarterly basis, Tier 2 Indirect spend reflecting paid purchases of goods and services from diverse businesses that are specific to the operations of U.S. Bank. For further details on this reporting method, please contact the U.S. Bank Supplier Diversity Team.

I. Implementation – process for addition of new Customer sites and/or program Participants.

1. **Key Personnel** – Led by the U.S. Bank Implementation Project Manager, an Implementation Team will be engaged to transfer knowledge developed throughout the implementation process. Key members of the U.S. Bank implementation team will include the Relationship Manager, Implementation Project Manager, Solutions Engineer, Technology Consultant, Supplier Enablement Team, and Relevant Subject Matter Experts depending on the size and scope of the project. Key stakeholders from U.S. Bank include:
 - i. **U.S. Bank Relationship Manager**—will act as the primary program contact and will be a permanent member of the participant's U.S. Bank Relationship Management team. U.S. Bank's Relationship Manager will provide direction during the program implementation and will facilitate success of the program through continued consultation and responsibility for account performance, program updates and product enhancements.
 - ii. **U.S. Bank Implementation Project Manager**— will be responsible for managing the implementation of Customer's program. After each implementation has been successfully completed, the services of the Implementation Project Manager will no longer be needed.
 - iii. **U.S. Bank Technical Consultants**— will assist Customer with determining system requirements, support the implementation of its web-based management platform advanced features, and assist in electronic data interchange and mapper development. After each Implementation is complete, Integration Manager's services will be available as needed for future projects.
2. **Timeline and Work Plan** – The implementation timeline for new Participants will vary based on the specific requirements of each organization. Implementations can range between sixty (60) and ninety (90) days or more, based on factors such as custom Card design and custom file mapping. U.S. Bank will take the lead to determine the nuances of each new program, develop a complete understanding of these needs and bring program managers to full capability with U.S. Bank. In the event that IT Support delays billing files and payment, courtesy waivers will be established for a period up to ninety (90) days. File format preference by each program site will always be adhered to through custom reporting and extracts if necessary.
3. **Discovery Phase** – The U.S. Bank team will begin any new implementation process with the Discovery Phase. The success of a program will depend on U.S. Bank gaining a thorough understanding of the implementation needs. From first contact, the approach will be consultative: each step in the implementation process will be designed to enhance understanding of the site's needs, thereby allowing U.S. Bank to suggest solutions that will be truly valuable. By focusing on concerns and priorities from the outset, U.S. Bank seeks to create a strategic partnership with any new participants. Key stakeholders from both sides will meet to jointly define the overall scope of the project. The team will discuss the goals, objectives and need, and in return recommend the strategy and timeframe for the full program implementation.
4. **Training Program and Materials** – New Participants to the program will have access to comprehensive web-based training, instructor led courses, and training on-site or via video conference. For new and existing participants, the dedicated Relationship Manager and the web-based management platform online training

team will be available to provide custom training related to U.S. Bank's web-based management platform, and other miscellaneous program management topics. In addition to training and comprehensive web-based training, the U.S. Bank relationship management team will continue to train participants in the following ways:

- i. **Relationship Manager** – among the many ways in which the Relationship Manager will provide ongoing training, the comprehensive system of account review, which will serve to educate Participant's stakeholders in successful program management. The Relationship Manager will help implement sophisticated procure-to-pay strategies that will achieve best practice results. Lastly, the Relationship Manager assigned to Customer and Participants will be responsible for coordinating and executing any custom training materials or workshops, both onsite and online. The type and frequency of custom training needed will be determined by the Customer and Participants' Program Administrator and the designated Relationship Manager. For more information, see Section E. **General Service and Support Requirements for all Commercial Card & Accounts Programs.**
- ii. **Account Coordinators** — U.S. Bank Service Account Coordinators will consult with Customer about maximizing new program features. For more information, see Section E. **General Service and Support Requirements for all Commercial Card & Accounts Programs.**
- iii. **Relevant Subject Matter Experts**— should a specific issue arise for a Customer and Participants that is beyond the scope of the relationship team, U.S. Bank will provide the experts with the necessary expertise for training in Customer and Participants' unique needs.
- iv. **Start-up training sessions to the Program Administrator and designated employees** – U.S. Bank will provide, at a minimum Customer with comprehensive, web-based training tools, available twenty-four (24) hours a day, seven (7) days a week to all Program Administrators and Cardholders, throughout the life of the program.
 1. Customized and Trackable Learning Plans
 - a. Customer and Participants will have the ability to customize a learning plan and create a library of saved documents
 - b. Program Administrators can track progress by running reports on Cardholder training activity
 2. Interactive Content
 - a. Self-paced lessons, available twenty-four (24) hours a day, seven (7) days a week on U.S. Bank Web-based Training (WBT) tool, offer step-by-step instruction and quizzes
 - b. Guided and hands-on simulations offer interactive practice for key tasks
 - c. Registered Customer and Participants can print certificates of completion for training modules they have completed and passed the certification assessment(s)
 3. Written Documentation
 - a. Specific step-by-step instructions to get Program Administrators and Cardholders up to speed
 - b. Access information quickly to find answers to questions without work disruption
 4. Recorded Classes
 - a. A narrated demonstration of how to complete tasks in a specific area
 - b. Good alternative for Customer and Participants who want to take classes that meet their schedule
 5. Classes are always available for playback on the WBTLive Instructor-led Virtual Training
 - a. Program Administrators can register for live, virtual training via a link within the WBT
 - b. Regularly scheduled classes on a variety of topics
 6. Customizable Presentation Tool
 - a. Consists of a PowerPoint file with speaker notes that Customer and Participants can use to customize their cardholder training

- b. Enables Program Administrators to seamlessly train Cardholders on specific functionalities that apply to the way Customer and Participants use the web-based management platform Online
 - c. Customer and Participants can include their unique policies and procedures
 - d. Final file can be used as a handout or for training presentations
 - e. Includes short demos for step-by-step instruction
- 5. **Data Migration Plan** – U.S. Bank will continue to support existing program data as well as any new data files required by the Customer and/or Participants. See Data Access and Formats under Section E. **General Service and Support Requirements for all Commercial Card & Accounts Programs** for available reporting and extract format details. U.S. Bank will continue to provide Customer and Participants with Transaction files in their designed format, offering both standard and custom options to ensure the least impact on Customer and/or Participant resources.
- 6. **Reporting and Resolving Issues** – During implementation all issues should be reported to the designated Implementation Project manager, and the dedicated Relationship Manager for immediate attention. Additionally, Customer and Participants’ dedicated shared mailbox is always available (during implementation and throughout the life of Customers program). If a Program Administrator needs to escalate an issue, Customer and Participants’ dedicated Account Coordinator will be the first point-of-contact. Program Administrator will contact their Account Coordinator via phone, fax or email. Should the issue need to be escalated, the Program Administrator will contact the AC Team Manager or the Head of North American Client Servicing. In addition, direct lines of communication for Customer and Participants are also open to U.S. Banks Head of Global Client Services and Senior Vice President of Global Corporate Bankcard General Manager. The Relationship Manager should also be copied on all escalations, to oversee the issue resolution process. Emails sent to the Shared Box [REDACTED] with “Rush” or “Urgent” in the subject line will be prioritized above other requests; emails with “File” in the subject line are flagged for our dedicated Technical Consultants.
- 7. **Post Implementation Review Process** – To ensure the success and continued growth of Customer’s program the Relationship Manager will meet at a minimum annually with Customer and Participants to understand the goals and business plan for the program and discuss long-term goals. Customer and Participants can request post-implementation meetings monthly, quarterly, or upon request. At a minimum, each review will consists of:
 - i. Program Statistics, data analysis and program optimization
 - ii. Program successes, challenges, and training needs
 - iii. Updates on new U.S. Bank products/services and web-based management platform Enhancements

If desired the Relationship Manager will work with Customer and Participants to establish metrics to ensure objectives are being met, compare the program to broader industry trends, and focus on where the commercial Card program can best align with the program initiatives. Results will be shared and reviewed with Customer leadership – Procurement Services, University of California Office of the President.
- 8. **Card Account Issuance** – During implementation, Program Administrators will submit a Cardholder enrollment transmission file in excel to batch request new Accounts. After implementation, Program Administrators will request new Accounts using U.S. Bank’s web-based management platform Online, or send via fax or email. U.S. Bank will provide UPS two-day delivery as standard. For standard delivery, Cards will be produced the next day and shipped the day after. If expedited delivery Cards are ordered via U.S. Bank’s web-based management platform before 12 p.m. (Pacific Time), Cards will be processed and shipped the same day. Expedited Cards will be mailed overnight and delivered within two (2) business days. Overnight Cards can be requested at no additional charge. During implementation and post-rollout, U.S. Bank will support file-based uploads for large number of Cards and/or online applications for one-off requests. All commercial Cards in good standing are automatically reissued every four (4) years. Cards will be mailed directly to all Cardholders prior to the expiration date. Cardholders can call the Customer Service Center domestically or the Visa Assistance Center internationally to report a Card lost or stolen and request emergency replacement. Lost or stolen Cards can be sent to the Program Administrator or Cardholder directly, depending on the default established by the Program Administrator.

- 9. One Card Program Transition–** U.S. Bank will not pass on any costs or charge any fees for a Customer and Participant to switch from two-card to a One Card program. U.S. Bank will not apply any penalties to a Customer and Participant for choosing to switch back to two-card programs. The dedicated Relationship Manager and Account Coordinator will always be prepared to assist in the event of program changes. U.S. Bank will offer financial extracts in a number of different formats. U.S. Bank will offer an exclusive service model for the Customer and Participants, allowing reporting of file errors directly to Customer and Participants' dedicated technical resources. File format preference by Customer and Participants will always be adhered to through custom reporting and extracts if necessary.

J. Supplier’s Dedicated Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]

Supplier’s Account Management Team is:

Name	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]

UC’S Program Manager, responsible for acceptance/rejection of program results/deliverables, is:

Name	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]

K. **Assumptions** - Additional assumptions related to the services provided by U.S. Bank include the following:

1. **Annual Commercial Card Meeting** – U.S. Bank will co-host and fund the University of California & Associates Annual Commercial Card Meetings. These meetings take place once every year and U.S. Bank will support them during the entirety of this Agreement. U.S. Bank will continue to contribute resources to assist with the organizing of the event, as well as attendance from key representatives within the U.S. Bank relationship management team such as the dedicated Relationship Manager, dedicated Account Coordinator, and U.S. Bank leadership. U.S. Bank’s Association partner, Visa, will also provide resources to participate in these annual meetings. U.S. Bank will provide funding for this Annual Commercial Card Meeting for the actual expenses incurred for food, keynote speaker fees (if applicable), meeting room space, a welcome reception, and beverages at the joint dinner including all Annual Commercial Card Attendees. U.S. Bank financial support for these annual meetings will not exceed \$10,000.00. UC shall provide an itemized list of its costs for U.S. Bank’s review and approval. Additionally, the following personnel resources, at a minimum, will be provided by U.S. Bank to support the planning and execution of this event: Relationship Manager, Conference Coordinator, and Subject Matter Experts as needed.

2. **Program and Relationship Management** – U.S. Bank will participate in quarterly and annual relationship reviews with University of California program leadership, out of the Office of the President Procurement Services, to discuss the health and status of the programs that participate under this Agreement.
 - i. **Quarterly Reviews** – At a minimum, these quarterly reviews will be led by the U.S. Bank Relationship Manager. Reviews will include, at a minimum, an evaluation of key performance metrics related to product and service commitments provided within in this Agreement.
 - ii. **Annual Reviews** – At a minimum, these annual reviews will be led by the U.S. Bank Head of National Large Corporate & Public Sector Bankcard Relationship Management and the Customers dedicated Relationship Manager. Annual Reviews will be held in person and will cover, at a minimum, a review of the follow key program components:
 1. U.S. Bank performance Scorecards

2. Any key service issues and/or escalations that are unresolved
3. High level review of program Enhancement requests and their status
4. Customer performance against minimum incentive requirements
5. Key Performance Indicators review and trends
6. Key Service Level Agreements review and trends

iii. General Service Level commitments - In accordance with the terms of this Agreement, U. S. Bank has agreed to provide products and services to the Customer. During these reviews, the Customer and U.S. Bank will discuss and seek to resolve any recorded or repeated instances of product and service minimum requirements not being met.

L. Card Product Fees, Rebates and Incentive Programs – as set forth below:

***SCHEDULE 1- CARD PRODUCT FEES**

CARD PRODUCT FEES	
Description	Fee
Annual Card Fee	[REDACTED]
Delinquency Fee	
Corporate Cards & Account Ancillary Products	
Not Paid by Due Date on the entire Past Due Balance	[REDACTED]
Not Paid by Each Subsequent Billing Cycle on the entire Past Due Balance	[REDACTED]
*Minimum Late Fee	[REDACTED]
Purchasing Card & Account, One Card& Account and Ancillary Products	
Not Paid by Due Date on the entire Past Due Balance	[REDACTED]
Not Paid by Each Subsequent Billing Cycle on the entire Past Due Balance	[REDACTED]
Minimum Late Fee	[REDACTED]
ATM/Cash Fee	
Transaction Fee	[REDACTED]
Minimum Fee	[REDACTED]
Maximum Fee	[REDACTED]
**Expedited Card Delivery Fee, per delivery	[REDACTED]
Executive Cards	
Up to 1% of Accounts issued	[REDACTED]
Over 1% of Accounts issued	[REDACTED]
Non-Sufficient Funds Fee, per occurrence	[REDACTED]
Statement Copy Fee, each	[REDACTED]
Draft Copy, each	[REDACTED]
Foreign Transaction Fee	[REDACTED]
Foreign Transaction Fee will remain fixed at 1.5% for the term of Agreement.	

Note:

1. *Late Fees – U.S. Bank will provide Customer with one courtesy late fee waiver per Account, per year for Contingent Liability Corporate Card holders.
2. **Expedited Delivery Fee – U.S. Bank will waive expedited delivery fees for Customer, and will continue to waive those fees throughout the life of the Agreement.

***SCHEDULE 1 – CARD PRODUCT FEES is UC_U.S. Bank Confidential, and not to be disclosed.**

***SCHEDULE 2 - REBATE**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

****SCHEDULE 2 – CARD PRODUCT REBATE is UC_U.S. Bank Confidential, and not to be disclosed.***

***SCHEDULE 3 - DISCOUNT INTERCHANGE RATE PROGRAMS REBATE**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

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[REDACTED]



****SCHEDULE 3 – DISCOUNT INTERCHANGE RATE PROGRAMS REBATE is UC_U.S. Bank Confidential, and not to be disclosed.***

***SCHEDULE 4 - INCENTIVE PAYMENT OPPORTUNITY**



[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

****SCHEDULE 4 - INCENTIVE PAYMENT OPPORTUNITY is UC_U.S. Bank Confidential, and not to be disclosed.***

***SCHEDULE 5 - Expanded Partnership Fund Program**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

****SCHEDULE 5 - Expanded Partnership Fund Program is UC_U.S. Bank Confidential, and not to be disclosed.***

ATTACHMENT B**UC Terms and Conditions of Purchase dated 5/16/17**

**UNIVERSITY
OF
CALIFORNIA**

Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

The equipment, materials, or supplies (“Goods”) and/or services (“Services”) furnished by Supplier (together, the “Goods and Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term “Supplier” includes Supplier and its sub-suppliers at any tier. As used herein, “UC” refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Location(s) identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as “Party” and collectively as “Parties.” Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all of the Agreement’s terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days’ notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier’s provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PAYMENT, EXTRA CHARGES, TAXES

UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. All invoices must be itemized and reference the Agreement or PO number. UC will not pay cartage, shipping, packaging or boxing expenses, unless specified in the Agreement. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Meal and Travel Expense Policy, which may be found at ucop.edu. Supplier will pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in providing Goods and/or Services under the Agreement, and all applicable, excise, transportation, privilege, occupational and other taxes applicable to the Goods and/or Services. Where applicable, Supplier will pay all sales and use taxes imposed on the Supplier. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees or interest Supplier wishes to impose for late payments.

ARTICLE 4 – INSPECTION

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them without charge, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier agrees that the Goods and Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Accessibility Requirements. Supplier warrants that:
 1. It complies with California and federal disabilities laws and regulations; and

2. The Goods and Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services.
- E. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right to use all intellectual property that will be needed to provide the Goods and/or Services.
 - F. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
 - G. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
 - H. UC Code of Conduct for Trademark Licensees. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

- A. Goods and/or Services Involving Work Made for Hire.
 1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.
 1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any

additional documents or forms that UC may require in order to effectuate such assignment.

- C. **General.** Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods' and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
- | | |
|------------------------------------|--------------|
| 1. Each Occurrence | \$ 1,000,000 |
| 2. Products/Completed Operations | \$ 2,000,000 |
| 3. Personal and Advertising Injury | \$ 1,000,000 |
| 4. General Aggregate | \$ 2,000,000 |
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years

following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

- G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL ACQUISITION REGULATIONS – COMMERCIAL GOODS AND SERVICES

Supplier who supplies commercial Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely:

- A. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
- B. FAR 52.219-8, Utilization of Small Business Concerns;
- C. FAR 52.222-4, Contract Work Hours and Safety Standards Act;
- D. FAR 52.222-17, Nondisplacement of Qualified Workers;
- E. FAR 52.222-21, Prohibition of Segregated Facilities;
- F. FAR 52.222-26, Equal Opportunity;
- G. FAR 52.222-35, Equal Opportunity for Veterans;
- H. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- I. FAR 52.222-37, Employment Reports on Veterans;
- J. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- K. FAR 52.222-41, Service Contract Labor Standards;
- L. FAR 52.222-50, Combating Trafficking in Persons;
- M. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements;
- N. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
- O. FAR 52.222-54, Employment Eligibility Verification;
- P. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- Q. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- R. FAR 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels.

In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR

§§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to

prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Goods and/or Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Goods by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier’s knowledge, no UC employee who has participated in UC’s decision-making concerning the Agreement has an “economic interest” in the Agreement or Supplier. A UC employee’s “economic interest” means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant or cooperative agreement so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier’s pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Supplier agrees to hold UC’s Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as “Confidential” at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as “Confidential” within thirty (30) days of such oral disclosure; and (iii) if not marked as “Confidential,” information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. Supplier’s transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC’s Appendix – Data Security and Privacy and/or Appendix – HIPAA Business Associate will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – ENVIRONMENTALLY PREFERABLE PRODUCTS

Supplier will use environmentally preferable products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Agreement. Information on environmentally preferable products and services is available at: <http://www.epa.gov/opptintr/epp/>.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15,

\$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-

supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Services will be performed at one or more UC Locations, do not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required audit standards and procedures (http://www.ucop.edu/procurement-services/_files/fw-fw-annual-audit-standards-procedures.pdf), concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recently audited time period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date.

ARTICLE 26 – MEDICAL DEVICES

Supplier warrants that prior to UC's purchase or lease of any Goods and/or Services or Supplier's use of any product in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or product, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or products, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for all Goods and/or Services provided to UC, and other products used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any products used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods or products following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or products will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not

compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that all of the Goods and/or Services provided to UC, and other products used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the U.S. Food and Drug Administration and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of medical devices, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such medical device before UC is obligated to purchase or lease such medical device or prior to Supplier's use of such device(s) in its performance of Services. If Supplier provides MDS2 form(s) to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form(s), and if the MDS2 form(s) is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written approval. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 37 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; CONFIDENTIALITY; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY and/or APPENDIX–BUSINESS ASSOCIATES.

ATTACHMENT C

Appendix – Data Security and Privacy dated 5/16/17



UNIVERSITY
OF
CALIFORNIA

Appendix – Data Security and Privacy

ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

- A. This Data Security and Privacy Appendix is designed to protect the University of California’s (UC) Non- public Information and UC Information Resources (defined below). This Appendix describes the data security and privacy obligations of Supplier and its sub-suppliers that connect to UC Information Resources and/or gain access to Non-public Information (defined below).
- B. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix on any third party retained by Supplier to provide services for or on behalf of the UC.

ARTICLE 2 – DEFINED TERMS

- A. Breach. Breach means the unauthorized acquisition, access, use or disclosure of Non-public Information that compromises the security, confidentiality or integrity of such information.
- B. Non-public Information. Supplier’s provision of Services under this Agreement may involve access to certain information that UC wishes to be protected from further use or disclosure. Non-public Information shall be defined as: (i) Protected Information (defined below); (ii) information UC discloses, in writing, orally, or visually, to Supplier, or to which Supplier obtains access to in connection with the negotiation and performance of the Agreement, and which relates to UC, its students or employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to UC or to Supplier acting on UC’s behalf (collectively, “UC Users”), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.
- C. Protected Information. Protected Information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), student records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the federal Gramm- Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 *et seq.*) and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).

- D. UC Information Resources. UC Information Resources shall be defined as those devices, networks and related infrastructure that UC owns, operates or has obtained for use to conduct UC business. Devices include but are not limited to, UC-owned or managed storage, processing, communications devices and related infrastructure on which UC data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other UC-created or managed business and research data, metadata, and credentials created by or issued on behalf of UC.
- E. Work Product. Work Product shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Non-public Information and all proprietary rights therein, including copyrights. Work Product is subject to the Agreement's Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, Work Product shall belong exclusively to UC and unless expressly provided, this Appendix shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC.

ARTICLE 3 – ACCESS TO UC INFORMATION RESOURCES

- A. In any circumstance when Supplier is provided access to UC Information Resources, it is solely Supplier's responsibility to ensure that its access does not result in any access by unauthorized individuals to UC Information Resources. This includes conformance with minimum security standards in effect at the UC location(s) where access is provided. Any Supplier technology and/or systems that gain access to UC Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Attachment 1 to this Appendix. No less than annually, Supplier shall evaluate and document whether Supplier's practices accessing UC Information Resources comply with the terms of this Appendix. Documentation of such evaluation shall be made available to UC upon UC's request. Regardless of whether UC requests a copy of such evaluation, Supplier shall immediately inform UC of any findings of noncompliance and certify when findings of non-compliance have been addressed.
- B. Supplier shall limit the examination of UC information to the least invasive degree of inspection required to provide the Goods and/or Services. In the event Goods and/or Services include the inspection of a specific threat to or anomaly of UC's Information Resources, Supplier shall limit such inspection in accordance with the principle of least perusal. Supplier will notify UC immediately upon such events.
- C. With UC's prior written consent, Supplier may alter a UC Information Resource to the extent such alteration is specifically required for Supplier to provide Goods and/or Services to UC pursuant to the Agreement.

ARTICLE 4 – SECURITY PATCHES AND UPDATES

Supplier is required to perform patches and updates in connection with the Goods and/or Services provided to UC as follows:

- A. Devices and Software Provided Directly to UC. Supplier will make available to UC any patches and other updates to system security software or firmware utilized by Supplier in its provision of Goods and/or Services no later than the earlier of thirty (30) days of its commercial release or as recommended by Supplier or Supplier's sub-supplier.
- B. Supplier's Internal Systems and Services Necessary for Supplier to Fulfill its Obligations to UC. Supplier will regularly apply security patches and functional updates to its internal systems software and firmware.

ARTICLE 5 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES

- A. Supplier agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission ([http:// www.nist.gov/nstic/NSTIC-FIPPs.pdf](http://www.nist.gov/nstic/NSTIC-FIPPs.pdf)). Such principles would typically require Supplier to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with such principles. If collecting Protected Information electronically from individuals on behalf of UC, Supplier’s prominently-posted privacy statement will be similar to those used by UC (UC’s sample Privacy Statement for websites is available at [http://www.ucop.edu/information-technology-services/policies/it-policies-and-guidelines/records- mgmt-and-privacy/files/sampleprivacystatement.doc](http://www.ucop.edu/information-technology-services/policies/it-policies-and-guidelines/records-mgmt-and-privacy/files/sampleprivacystatement.doc)). Supplier also agrees, to the extent applicable, to comply with UC’s Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of UC Electronic Information* (<http://policy.ucop.edu/doc/7020447/BFB-IS-2>), and IS-3, *Electronic Information Security* (<http://policy.ucop.edu/doc/7000453/BFB-IS-3>).
- B. Supplier shall make available to UC all products, systems, and documents necessary to allow UC to audit Supplier’s compliance with the terms of this Article 5. UC shall have the right to audit Supplier’s compliance with its Information Security Plan and the obligations set forth in Attachment 1.
- C. UC reserves the right to monitor Supplier’s connectivity to UC Information Resources while Supplier accesses Non-public Information.

ARTICLE 6 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF NON-PUBLIC INFORMATION

Supplier agrees to hold UC’s Non-public Information, and any information derived from such information, in strictest confidence. Supplier will not access, use or disclose Non-public Information other than to carry out the purposes for which UC disclosed the Non-public Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Non-public Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Non-public Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give UC an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Supplier’s transmission, transportation or storage of Non-public Information outside the United States, or access of Non-public Information from outside the United States, is prohibited except on prior written authorization by UC.

ARTICLE 7 – SAFEGUARD STANDARD

Supplier agrees to protect the privacy and security of Non-public Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Non-public Information under the terms of this Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at UC’s request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to UC, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

ARTICLE 8 – INFORMATION SECURITY PLAN

- A. Supplier acknowledges that UC is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as UC’s internal security program for information and systems protection.
- B. Supplier will establish, maintain and comply with an information security plan (“Information Security Plan”), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.
- C. Supplier’s Information Security Plan will be designed to:
 - i. Ensure the security, integrity and confidentiality of Non-public Information;
 - ii. Protect against any anticipated threats or hazards to the security or integrity of such information;
 - iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
 - iv. Reduce risks associated with Supplier having access to UC Information Resources; and
 - v. Comply with all applicable legal and regulatory requirements for data protection.
- D. On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to UC upon request. At UC’s request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to UC’s security requirements as they exist from time to time. If there are any significant modifications to Supplier’s Information Security Plan, Supplier will notify UC within 72 hours.

ARTICLE 9 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Supplier will return the Non-public Information to UC unless UC requests in writing that such data be destroyed. This provision will also apply to all Non-public Information that is in the possession of subcontractors or agents of Supplier. Such destruction will be accomplished by “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Supplier will certify in writing to UC that such return or destruction has been completed.

If Supplier believes that return or destruction of the Non-public Information is technically impossible or impractical, Supplier must provide UC with a written statement of the reason that return or destruction by Supplier is technically impossible or impractical. If UC determines that return or destruction is technically impossible or impractical, Supplier will continue to protect the Non-public Information in accordance with the terms of this Appendix.

ARTICLE 10 – NOTIFICATION OF CORRESPONDENCE CONCERNING NON-PUBLIC INFORMATION

Supplier agrees to notify UC immediately, both orally and in writing, but in no event more than two (2) business days after Supplier receives correspondence or a complaint regarding Non-public Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

ARTICLE 11 – BREACHES OF NON-PUBLIC INFORMATION

- B. **Reporting of Breach:** Supplier will report any confirmed or suspected Breach to UC immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier’s report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by UC. In the event of a suspected Breach, Supplier will keep UC informed regularly of the progress of its investigation until the uncertainty is resolved.

- C. **Coordination of Breach Response Activities:** Supplier will fully cooperate with UC’s investigation of any Breach involving Supplier and/or the Services, including but not limited to making witnesses and documents available immediately upon Supplier’s reporting of the Breach. Supplier’s full cooperation will include but not be limited to Supplier:
 - a. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit
 - b. Promptly (within 2 business days) designating a contact person to whom UC will direct inquiries, and who will communicate Supplier responses to UC inquiries;
 - c. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore UC service(s) as directed by UC, and undertake appropriate response activities;
 - d. Providing status reports to UC on Breach response activities, either on a daily basis or a frequency approved by UC;
 - e. Coordinating all media, law enforcement, or other Breach notifications with UC in advance of such notification(s), unless expressly prohibited by law; and
 - f. Ensuring that knowledgeable Supplier staff is available on short notice, if needed, to participate in UC-initiated meetings and/or conference calls regarding the Breach.

- D. **Grounds for Termination.** Any Breach may be grounds for immediate termination of the Agreement by UC.

- E. **Assistance in Litigation or Administrative Proceedings.** Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Supplier that results in litigation, governmental investigations, or administrative proceedings against UC, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

ARTICLE 12 – ATTORNEY’S FEES

In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney’s fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

ARTICLE 13 – INDEMNITY

The Agreement includes an Indemnity provision, but for the avoidance of doubt regarding a Breach involving Protected Information, Supplier’s indemnification obligations under the Agreement will include the following fees and costs which arise as a result of Supplier’s breach of this Appendix, negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; time of UC personnel responding to Breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against UC; civil judgments entered against UC; attorney’s fees, and court costs.

ARTICLE 14 – ADDITIONAL INSURANCE

In addition to the insurance required under the Agreement, Supplier at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless UC specifies otherwise: \$1,000,000 Each Occurrence and \$5,000,000 Aggregate.

**FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY
SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)**

- E. Supplier agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry (“PCI”) compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (e.g., viruses and worms) to gain access to or disrupt UC Information Resources. These requirements, which are incorporated herein, can be found at https://www.pcisecuritystandards.org/document_library. Supplier agrees to provide at least annually, and from time to time at the written request of UC, current evidence (in form and substance reasonably satisfactory to UC) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.

- F. In connection with credit card transactions processed for UC, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of UC’s financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with UC, Supplier undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify UC of such circumstances.

- G. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of UC, current evidence (in form and substance reasonably satisfactory to UC) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.

- H. Supplier will immediately notify UC if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

ATTACHMENT 1

- A. Supplier will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.

- B. Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:
 - i. Designating one or more employees to maintain the comprehensive Information Security Plan;

 - ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of UC Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
 - a. Ongoing employee (including temporary and contract employee) training;
 - b. Employee compliance with policies and procedures; and
 - c. Means for detecting and preventing security system failures.

 - iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.

 - iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.

 - v. Preventing terminated employees from accessing records containing Protected Information and/or UC Information Resources.

 - vi. Overseeing service providers, by:
 - a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and UC Information Resources consistent with all applicable laws and regulations; and
 - b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.

 - vii. Placing reasonable restrictions upon physical access to records containing Protected Information and UC Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.

 - viii. Restrict physical access to any network or data centers that may have access to Protected Information or UC Information Resources.

- ix. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and UC Information Resources; and upgrading information safeguards as necessary to limit risks.
- x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of UC Information Resources.
- xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and UC Information Resources.

Computer System Security Requirements

To the extent that Supplier electronically stores or transmits Protected Information or has access to any UC Information Resources, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, will have the following elements:

- J. Secure user authentication protocols including:
 - i. Control of user IDs and other identifiers;
 - ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
 - iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - iv. Restricting access to active users and active user accounts only; and
 - v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
 - vi. Periodic review of user access, access rights and audit of user accounts.
- K. Secure access control measures that:
 - i. Restrict access to records and files containing Protected Information and systems that may have access to UC Information Resources to those who need such information to perform their job duties; and
 - ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.
- L. Encryption of all transmitted records and files containing Protected Information.
- M. Adequate security of all networks that connect to UC Information Resources or access Protected Information, including wireless networks.
- N. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and UC Information Resources.

- O. Encryption of all Protected Information stored on Supplier devices, including laptops or other portable storage devices.
- P. For files containing Protected Information on a system that is connected to the Internet or that may have access to UC Information Resources, reasonably up-to-date firewall, router and switch protection and operating system security patches, reasonably designed to maintain the integrity of the Protected Information.
- Q. Reasonably up-to-date versions of system security agent software, including intrusion detection systems, which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
- R. Education and training of employees on the proper use of the computer security system and the importance of Protected Information and network security.

With reasonable notice to Supplier, UC may require additional security measures which may be identified in additional guidance, contracts, communications or requirements.

ATTACHMENT D

U.S. Bank Standard Reports

Program Management Reports

Report Name	Report Functionality	Report Benefit
Account List	Shows all account holders and basic account information by hierarchy (e.g., open date, credit limit, etc.)	Makes basic program review quick and easy, leading to more informed decisions
Account Spend Analysis	Lists cardholder account spending at a summary level, excluding supplier detail	Helps ensure program compliance through cardholder account audits
Account Status Change	Lists accounts that have a change status of lost/stolen, closed or opened	Reveals trends that can be proactively addressed by quickly identifying accounts with changes within a given period
Account Suspension	Details open accounts that are past due and suspended or pending suspension	Drives better program compliance and readily identifies accounts requiring immediate attention
Automated Allocation Rules	Provides a summary of allocation rules engines and detail of their respective allocation rules	Supports efficient use of automated allocation features in Access Online, and drives program efficiency
Cash Advance	Details account cash advances including transaction amount, date and reference number	Identifies cash advance activity for complete analysis of the impact cash advance functionality has on overall payment program performance
Charge-Off	Provides a listing of accounts charged-off, based on the population of the charge-off status field	Analyzes program policy compliance and its impact on overall payment program performance
Declined Transaction Authorizations	Supplies details of declining transaction authorizations information along with related account and merchant information	Allows managers to better detect possible misuse or fraud attempts. It may also help managers determine if account limits are set at the right levels
Declining Balance/Managed Spend	Displays summary and detail information of declining balance accounts for relocation card programs by name and account number	Enables Program Administrators to easily identify the number of relocation accounts with active outstanding balances
Merchant Allocation Rules Set	Provides summary and drill-down detail of merchant allocation rules set	Assists with monitoring and managing allocation according to merchant type, thereby improving overall program management
Order File History	Provides information regarding the status of the order data file after it is loaded for order match processing	Enables participants to monitor the order file and manage any file processing exceptions that may occur
Past Due	Creates a list of accounts with past due balances and number of times past due	Helps quickly identify problem accounts and review program policy adherence rates, leveraging information to proactively manage policy guidelines
Transaction Approval Status	Shows transaction approval status for cardholder accounts	Offers the ability to thoroughly audit cardholders and approval managers' compliance with the organization's transaction approval policies
Request Status Queue	Provides information on multiple Request Status Queue items	Simplifies tracking and auditing, resulting in improved program management

Financial Management Reports

Report Name	Report Functionality	Report Benefit
Account Allocation	Displays all transaction detail for a specific account for a specific date range, allowing Program Administrators and cardholders to view account allocation and reallocation detail by accounting code	Helps Program Administrators and cardholders manage their allocation and reallocation activities, leading to better account management and/or posting of transactions to their general ledger systems
Billed Transaction Analysis with Order Detail	Offers detailed and summary billed transaction information regarding the results of order and transaction matching	Allows participants to review transaction activity by transaction matching status (i.e. matched, unmatched), individual transaction details and base order information
Billed Transaction Analysis with Requisition Detail	Provides detailed and summary billed transaction information about the results of requisition and transaction matching	Supports the use of Access Online Payment Plus functionality by allowing participants to review transaction activity by transaction matching status (i.e., matched, unmatched), individual transaction details and base requisition information
Billed Transaction Analysis with Payment Instruction Detail	Provides detailed and summary billed transaction information about the results of requisition and payment transaction matching	Supports the use of Access Online Payment Plus functionality by allowing participants to review transaction activity by transaction matching status (i.e., matched, unmatched), individual transaction details and base payment instruction information
Extract Reconciliation	Summarizes transactions by account that have been extracted versus statemented	Lets client confirm/audit transaction totals that they have posted to Access Online, received a statement for (billed/paid for), and have been extracted to their GL system
Full Transaction and Order Detail	Fully details expenditures, including transaction, line item, order, account allocation and tax estimation information	Drills down to an additional line item, order, account allocation or tax management detail
Managing Account Approval Status	Provides a history of managing account and cardholder account statement approvals and certifications	Clients use this report to track the status and progress of account approvals as they align with their internal operating procedures. In this way, organizations can ensure compliance with established procedures and actively manage and improve the efficiency of their programs
Order Analysis	Provides detailed and summary order information, regarding the results of order and transaction matching	Reviews order activity by order fulfillment status (i.e., open, partial, fulfilled, etc.), individual order details and base transaction information
Order Receipt	Shows detailed and summary receipt information as recorded against the order or order line items	Allows participants to accurately track receipt status of their orders
Payment Instruction Analysis	Summary and detail payment instruction information regarding the results of payment instruction and transaction matching	Supports the use of Access Online Payment Plus functionality
Payment Instruction Detail	Detailed Payment Instruction information	Supports the use of Access Online Payment Plus functionality
Requisition Analysis	Provides summary and detail requisition information regarding the results of	Supports the use of Access Online Payment Plus functionality

	requisition and transaction matching	
Requisition Detail	Provides detailed requisition information	Supports the use of Access Online Payment Plus functionality
Transaction Detail	Shows summary allocation information for a specific accounting code and provides specific transaction detail	Facilitates proactive program management by both the Program Administrators and cardholders
Order Detail	Provides detailed order data, including line item detail, if desired	Assists in tracking and managing orders

Supplier Management Reports

Report Name	Report Functionality	Report Benefit
Airline Itinerary Detail	Provides statement transaction detail and itinerary information for airline merchant category codes specific to airline merchant category codes only	Allows client to demonstrate specific corridor utilization by airline provider, which can be leveraged during negotiations
Airline/Rail City Pairs	Shows the number of trips between city pairs for airline and/or rail	Helps participants more closely analyze program compliance and ensure utilization of preferred suppliers by specific airline/rail provider, negotiate corridor specific rates and analyze airline dollar spend. Enables Program Administrators to target airlines that may be candidates for preferred vendor status, as well as discount programs
Airline Refund	Generates a list of airline credit transactions with supplier and location information specific to airline merchant category codes only	Ensures participants are receiving proper credit on refunded airline tickets thus reducing the costs of overall travel and entertainment expenses
Airline Spending	Summarizes information for all airline spending by airline	Lets participants breakout specific airline/rail spend information, useful to validate current supplier strategies, evaluate program compliance and drive successful negotiations
Hotel Spending	Creates summary information for all lodge spending by hotel	Enables participants to breakout specific hotel spend information used to validate current supplier strategy, evaluate program compliance and drive successful negotiations. Useful when analyzing where lodging dollars are being spent, enabling a Program Administrator to target hotels that may be candidates for preferred vendor status and discount programs
Level II Quality by Merchant	Gives participants the ability to report on the quality of level II data on financial records by supplier	Evaluates the quality of level II information which can be utilized to drive supplier behavior
Merchant List	Lists suppliers' demographic information based on those suppliers who had transaction activity within the requested time period	Offers participants the data to analyze the effectiveness of supplier programs based on demographic indicators and determine if supplier programs support overall corporate diversification policies
Merchant Spend Analysis	Provides an overall view of total supplier base activity or total commodity type.	Clients can use this information to support service-level and pricing requests with their suppliers

Merchant Spend Analysis by Line Item	Provides summary and detail information	May be used for analyzing merchant spend activity by purchasing line item
Rental Car Spending	Provides summary information for all rental car spending by car rental company	Empowers participants to breakout specific car rental spend information, used to validate current supplier strategy, evaluate program compliance and drive successful negotiations. Useful when analyzing where transportation dollars are being spent, enabling a Program Administrator to target Rental Car Agencies that may be candidates for preferred vendor status and discount programs
Temporary Services Spending	Generates both summary and detail information for temporary services spending by agency	Empowers participants to breakout temporary services spend information, used to validate current supplier strategy, evaluate program compliance and drive successful negotiations
Top Merchant Spend Analysis	Provides a list of top merchants by merchant category group or by MCC, based either on spend or number of transactions	Facilitates head-to-head analysis of the most-used suppliers based on purchase activity. When combined with supplier service performance, participants can create a complete supplier partnership image

Travel Expense Management Reports

Report Name	Report Functionality	Report Benefit
Expense Summary	Provides an overview of the expense reports cardholders have created in Access Online. From the summary information, participants can drill into a specific expense report	Helps monitor expensed transactions and the expense report process
Expense by Category	Provides summary information for the expensed transactions for specific spend categories	Lets participant's monitor program compliance and maintain vendor relationships

Tax and Compliance Management Reports

Report Name	Report Functionality	Report Benefit
Sales and Use Tax by State	Summarizes transaction and tax paid amounts within a specified date range, as well as calculated percentages on a state-by-state basis	Facilitates easier and quicker analysis of Sales and Use Tax by state within specific timeframes
Sales and Use Tax by State with Tax Management Detail	Includes the summarized transaction and tax paid amounts as well as calculated tax percentages on a state-by-state basis	Allows thorough analysis of participants' sales and use tax approach by state and enables them to proactively manage their sales and use tax program
Tax Accrual Model	Supports participants' use of Best Practice Tax Model	Compares actual sales and use tax accrual process against best practice to identify areas of potential improvement
Tax Accrual Model with Tax Management Detail	Supports the use of the Best Practice Tax Model (for sales and use tax estimation), in conjunction with Access Online tax estimation functionality	Assists in analyzing sales and use tax by cardholder and/or merchant state within specific timeframes
Tax Accrual Model by	Supports the use of the Best Practice Tax	Assists participants in accruing use tax. Allows

Accounting Code with Tax Management Detail	Model (for sales and use tax estimation), in conjunction with Access Online tax estimation functionality by Accounting Code	the client to sample transactions by accounting code to determine whether they are taxable or nontaxable. Similar to the Tax Accrual Model with Tax Management Detail Report except this report displays by accounting code instead of by transaction
Unmatched Transaction Analysis for Form 1099	Lists transactions where a supplier profile was unavailable at the time of reporting for the specified date range and additional supplier information research for 1099 reporting	Lets participants quickly identify suppliers with missing information and determine a course of action. With frequently utilized suppliers, the Program Administrator can ensure that the proper profiles are obtained in the future thus driving more complete supplier information
Vendor Summary by Socio-economic Indicator	Provides a summary and detail of expenditures that have occurred with suppliers classified as minority supplier types (e.g., minority, women-owned, veterans and small business)	Allows thorough review of minority supplier expenditures to ensure participants' procurement programs are in compliance
Vendor Summary for Form 1099-MISC	Provides a summary and detail of expenditures that have occurred with suppliers classified as minority supplier types (e.g., minority, women-owned, veterans and small business)	Allows thorough review of minority supplier expenditures to ensure participants' procurement programs are in compliance

Administration Reports

Report Name	Report Functionality	Report Benefit
Accounting Code Structure	Lists information on current configuration of Accounting Code Structures, Valid Value Lists and Accounting Validation Controls	Gives the client the ability to easily review the current configuration of their Accounting Code Management Controls, allowing them to efficiently review, confirm or troubleshoot accounting code attributes
Accounting Validation Control	Provides information on accounting validation controls to support effective management of the accounting code reallocation feature	By more effectively managing reallocation, organizations ensure accurate accounting and greater overall program control
Alternate Accounting Codes Report	Provides detailed information about the alternate accounting codes that have built in Access Online. Lists which accounts are assigned to which alternate accounting codes	Assists with adjusting alternate accounting codes, thereby improving transaction allocation and program efficiency
Default Accounting Codes Report	Provides detailed information about the default accounting codes associated to cardholder and managing accounts	This report is used to keep track of how default accounting codes are in use in the system and to see if default accounting codes to an account need to be reassigned. By using this report and making adjustments, participants can improve transaction allocation and program efficiency
Financial Extract Controls	Provides information about financial extract control settings	Used to ensure that financial extract controls are set up correctly, thereby improving overall program management
Locked Accounts	Displays accounts locked at the time the report is generated	Enables Program Administrators to actively manage online registration activity and facilitate/expedite cardholder participation and

		successful registration
Online Registration	Provides the results of online registration activity for cardholder accounts	Allows program and system administrators to actively manage cardholder participation in the online registration process
System User List	Provides information about user profiles and associated user profile information, including a list of the hierarchy access and functional entitlements	Allows managers to better monitor users of Access Online
System User List Summary	Provides summary information about Access Online user profiles for one, many or all organizations	Provides a quick overview of the users in the program
System User List with Account Details	Provides an overview of users and accounts within an organization.	Allows managers to see which users have access to which accounts; most beneficial for use in organizations that allow for individual Transaction Approval as well as those that have a need to identify which approval managers have access to which accounts.
Support Active Work Queue Activity	This report provides information about Support Active Queue requests.	Lets organizations track requests to stay on top of program management activities

Cardholder Reports

Report Name	Report Functionality	Report Benefit
Full Transaction and Order Detail	Fully details expenditures, including transaction, line item, order, account allocation and tax estimation information	Drills down to an additional line item, order, account allocation or tax management detail
Transaction Detail	Shows summary and allocation information for a specific accounting code and provides specific transaction detail	Facilitates proactive program management by both the Program Administrators and cardholders
Transaction Summary	Displays a basic transaction list by cardholder and includes electronic attachments	Simplified view of transactions for cardholder monitoring