



August 13, 2026

CALL AND NOTICE OF A REGULAR MEETING
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, August 17, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial in: (818) 862-3332

Terri Williams, Board Secretary
Burbank-Glendale-Pasadena Airport Authority

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of August 17, 2026

9.00 A.M.

The public comment period is the opportunity for members of the public to address the Commission on agenda items and on Airport-related non-agenda matters that are within the Commission's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.



Members in-person attendance or participation at meeting of the Commission is allowed, members of the public are requested to observe the following rules of decorum:

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Commission during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to Airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.*
- *Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.*



The following activities are prohibited:

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.



In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

AGENDA

Monday, August 17, 2026

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Executive Committee **[See page 1]**
 - (i) July 1, 2026
 - 2) Operation and Development Committee **[See page 3]**
 - (i) June 15, 2026
 - 3) Finance and Administration Committee **[See page 6]**
 - (i) June 15, 2026
 - b. Commission Minutes **[See page 10]**
 - 1) July 20, 2026
 - c. Treasurer's Report **[See page 16]**
 - 1) May 2026
 - d. Award of Extension – Legislative Representation Service Contract **[See page 42]**
 - e. Approval of Amendment No. 1 Professional Services Agreement Taxiway A and C Extension Design Services **[See page 44]**
 - f. Amendment No. 1 to Space Lease American National Red Cross **[See page 46]**
 - g. Non-Exclusive Peer-to-Peer Vehicle Sharing License Agreement Turo, Inc. **[See page 54]**
 - h. Amendment to Lease Nos. LCA01775 & LCA02701 **[See page 56]**

- i. Fourth Amendment to Lease Agreement
HERC Rentals, Inc. ***[See page 57]***
- j. Award of Temporary Construction Access Easement Agreement ***[See page 62]***
- k. Approval of Copier Lease and Maintenance Services
Purchase Order – Canon U.S.A., Inc. ***[See page 66]***
- l. Approval of Electrical Interconnection & Metering Agreement
City of Burbank ***[See page 68]***
- m. Flash Parking, Inc. and Blink Network, LLC
Software Subscription and End User Agreements ***[See page 69]***
- n. Ratification of Contingency Utilization
Security Screening Checkpoint Equipment
Transportation and Installation ***[See page 72]***
- o. Increase in ACE Parking FY 2027 Budget Appropriations to
Support Supplemental Shuttle Services ***[See page 74]***
- 6. ITEMS FOR COMMISSION APPROVAL
 - a. Approval of Amendment No. 1
Landscape Maintenance Services Agreement ***[See page 76]***
 - b. Approval of Amendment No. 2 and Task Order Allowance
Janitorial Services Agreement – C&W Facility Services, Inc. ***[See page 78]***
 - c. Award of Replacement Contract - Envirosuite ***[See page 82]***
 - d. Second Amendment to Professional Services Agreement
Airport Marketing Consultant Services ***[See page 90]***
 - e. Digital Content Management System Support and
Services Agreement ***[See page 93]***
 - f. Approval of Contractor Change Request (CCR-00094)
for Temporary Power and Third-Party QC Inspection Impacts
Replacement Passenger Terminal ***[See page 95]***
- 7. ITEMS FOR COMMISSION INFORMATION
 - a. Commissioner Procurement Training
 - b. Replacement Passenger Terminal Construction Update
 - c. Replacement Passenger Terminal Concession Update
 - d. Replacement Passenger Terminal ADA Update

8. CLOSED SESSION

- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation (California Government Code Section 54956.9(d)(4)):
1 potential case.

9. ITEMS PULLED FOR DISCUSSION

10. EXECUTIVE DIRECTOR COMMENTS

11. COMMISSIONER COMMENTS

(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting.)

12. PUBLIC COMMENT

- 13. ADJOURNMENT: To September 21, 2026, for the next regularly scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority, 2627 N Hollywood Way, Skyroom

COMMISSION NEWSLETTER

Monday, August 17, 2026

[Regarding agenda items]

5. CONSENT CALENDAR

(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)

- a. COMMITTEE MINUTES. A copy of the approved minutes of the Executive Committee special meeting of July 1, 2026, a copy of the approved minutes of the Operations and Development Committee meeting of June 15, 2026; and a copy of the approved minutes of the Finance and Administration Committee meeting of June 15, 2026, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the July 20, 2026, Commission meeting minutes are included in the agenda packet for review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for May 2026 is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file this report.
- d. AWARD OF EXTENSION – LEGISLATIVE REPRESENTATION SERVICE CONTRACT. A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks a Commission recommendation to authorize the exercise of the first of two one-year extension options for the Legislative Representation Services Contract with California Public Policy Group.
- e. APPROVAL OF AMENDMENT NO. 1 PROFESSIONAL SERVICES AGREEMENT – TAXIWAY A AND C EXTENSION DESIGN SERVICES. A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 1 ("Amendment") to the Professional Services Agreement with HNTB Corporation for design of the Taxiway A and C Extension/Construction Projects. The Amendment proposes an increase of \$170,000 to the PSA for design engineering services to cover unforeseen design changes. The Amendment would result in a total contract value not-to-exceed \$3,515,260.
- f. AMENDMENT NO. 1 TO SPACE LEASE – AMERICAN NATIONAL RED CROSS. A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 1 to Space Lease with the American National Red Cross, to extend the term of the Lease for an additional two years to October 31, 2028, and to revise the Lease to include updated federal requirements.

- g. **NON-EXCLUSIVE PEER-TO-PEER VEHICLE SHARING LICENSE AGREEMENT – TURO, INC.** A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a proposed Non-Exclusive Peer-to-Peer Vehicle Sharing License Agreement with Turo, Inc., to provide authorized access to the Airport for Turo to conduct its commercial business in Lot G located in the Southeast Quadrant of the Airport.
- h. **AMENDMENT TO LEASE NOS. LCA01775 & LCA02701.** A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve proposed Lease Amendments with the General Services Administration to comply with the language modification mandated under Executive Order No. 14398. The Lease Amendments are for the 2011 Hangar Lease and the 2023 Terminal Space Lease executed by the Authority and GSA.
- i. **FOURTH AMENDMENT TO LEASE AGREEMENT – HERC RENTALS, INC.** A staff report is included in the agenda packet. At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 4 to the Lease Agreement between Herc Rentals, Inc. (“HERC”) and the Authority to increase the rent credit from \$582,000 to \$980,000 for the cost of construction and installation of a block wall along a portion of HERC's leasehold perimeter per the terms of the Third Amendment to the Lease.
- j. **RATIFICATION OF TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT.** A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to ratify a proposed Temporary Construction Access Easement Agreement with Herc Rentals Inc., for temporary access and use of the Authority's property to construct a block wall adjacent to the Replacement Passenger Terminal project site.
- k. **APPROVAL OF COPIER LEASE AND MAINTENANCE SERVICES PURCHASE ORDER – CANON U.S.A., INC.** A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a Purchase Order to Canon U.S.A., Inc., for a sixty-month multifunction copier lease and maintenance services utilizing the cooperative purchasing agreement through Omnia Partners for the replacement of the Airport's existing inventory of multifunction copiers. The proposal from Canon is for twenty enterprise multifunction copiers and maintenance services.
- l. **APPROVAL OF ELECTRICAL INTERCONNECTION & METERING AGREEMENT – CITY OF BURBANK.** A staff report is included in the agenda packet. At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve an Electrical Interconnection & Metering Agreement with the City of Burbank to interconnect and operate Solar Electrical Generating Facilities at the Replacement Passenger Terminal.
- m. **FLASH PARKING, INC. AND BLINK NETWORK, LLC – SOFTWARE SUBSCRIPTION AND END USER AGREEMENTS .** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and

Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks the Commission to approve:

1) an annual subscription agreement with FlashParking, Inc. ("FLASH"), for the use of its Flash OS platform, which is required to operate and manage the Authority's new Parking Access and Revenue Control System ("PARCS"). The first-year subscription amount of \$27,427 will be paid by the Authority's design-builder, Holder, Pankow, TEC – A Joint Venture, and each subsequent year's subscription fee will be paid by the Authority, subject to an annual increase of up to 5%. Under the agreement, Flash will also manage the payment gateway vendor for all credit card processing and settlement for the PARCS, and the Authority will remain the merchant of record; and 2) an end user agreement with Blink Network, LLC ("Blink"), that is an administrative document identifying the primary contacts for the Authority and allowing the use of the Blink Charging Station Network Platform. This agreement stipulates that Blink will receive 10% of EV charging session fees along with an annual subscription fee of \$240 per port for its EV charging stations (approximately \$71,760 for the currently installed 299 charging ports). The first-year subscription fee will be paid by HTPJV with the Authority paying each subsequent year's subscription fee.

- n. **RATIFICATION OF CONTINGENCY UTILIZATION SECURITY SCREENING CHECKPOINT EQUIPMENT TRANSPORTATION AND INSTALLATION.** . A staff report is included in the agenda packet. Staff seeks the Commission's ratification of the Executive Director's authorization to utilize \$100,403 of the Commission's pre-authorized contingency of \$206,500 for the Replacement Passenger Terminal security screening checkpoint equipment transportation / installation contract.
- o. **INCREASE IN ACE PARKING FY 2027 BUDGET APPROPRIATIONS TO SUPPORT SUPPLEMENTAL SHUTTLE SERVICES.** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to increase the FY 2027 budget appropriations for ACE Parking III, LLC by \$275,000 for the addition of supplemental shuttle services identified through the Operational Readiness, Activation and Transition process to support Replacement Passenger Terminal ("RPT") Day one operations. The additional shuttles will supplement the three shuttles currently programmed in the FY 2027 budget serving routes to remote parking lots during peak passenger hours following the opening of the RPT in October 2026.

6. **ITEMS FOR COMMISSION APPROVAL**

- a. **APPROVAL OF AMENDMENT NO. 1 LANDSCAPE MAINTENANCE SERVICES AGREEMENT.** A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 1 to the Landscape Maintenance Services Agreement with Parkwood Landscape Maintenance, Inc. The Amendment extends the Agreement for landscape maintenance services at the Airport from October 13, 2026, through April 30, 2028, and includes the new landscape being installed at the Replacement Passenger Terminal. The revised cost for the 18-month extension is \$663,786 billed at a rate of \$36,877 per month.

- b. **APPROVAL OF AMENDMENT NO. 2 AND TASK ORDER ALLOWANCE JANITORIAL SERVICES AGREEMENT – C&W FACILITY SERVICES, INC.**
A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve: 1) A proposed Amendment No. 2 (“Amendment”), to the Janitorial Services Agreement (“Agreement”) with C&W Facility Services, Inc., to extend janitorial services at the Airport and expand the scope of services to be performed at the Replacement Passenger Terminal (“RPT”). The cost for the 18-month extension and additional services will total \$5,980,586.76, billed at a monthly rate of approximately \$332,255, excluding janitorial consumables and supplies. Janitorial consumables and supplies will be reimbursed at cost and are currently estimated to be approximately \$41,500 per month. The term of the Amendment is from October 13, 2026, through April 30, 2028; and 2) An allowance of \$200,000 for cleaning services up to October 13, 2026, for pre- and post-RPT event-related cleaning services, including the stocking of supplies, and any additional training, issued on a task order as-needed basis.
- c. **APPROVAL OF AMENDMENT TO THE NOISE OFFICE SERVICES AGREEMENT - ENVIROSUITE.** A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of an Amendment No. 1 (“Amendment”) to the Airport Noise Office Services Agreement with Envirosuite, Inc., for the replacement of the Airport’s Air Traffic Control (“ATC”) audio recording system which is an integral part of the Airport’s Noise and Operations Management System. The proposed Amendment is for a not-to-exceed amount of \$106,195 which includes the equipment replacement, configuration, and installation of the ATC system at a new location in the Replacement Passenger Terminal. Additionally, Staff seeks an approximate 9% contingency or \$10,000 contingency for unforeseen conditions for a total not-to-exceed amount of \$116,195.
- d. **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT – AIRPORT MARKETING CONSULTANT SERVICES.** A staff report is included in the agenda packet. At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 2 to the current Professional Services Agreement in the not-to-exceed amount of \$985,000 with Anyone Collective, LLC for services supporting the Authority’s promotion of the opening and operational cutover to the Replacement Passenger Terminal in October, and for the Authority’s FY 2027 general marketing and branding program.
- e. **DIGITAL CONTENT MANAGEMENT SYSTEM SUPPORT AND SERVICES AGREEMENT.** A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a proposed Support and Services Agreement with Synect LLC to provide maintenance and support services for the Digital Content Management System, the system which manages the content to be shown at the displays located at the ticket counter, gates, baggage claim, as well as flight information displays in the Replacement Passenger Terminal.

- f. APPROVAL OF CONTRACTOR CHANGE REQUEST (CCR-0094) FOR TEMPORARY POWER AND THIRD-PARTY QC INSPECTION IMPACTS – REPLACEMENT PASSENGER TERMINA. A staff report is included in the agenda packet. At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve Contractor Change Request (“CCR”) No. 00094 in the amount of \$7,913,630 to Holder, Pankow, TEC – A Joint Venture (“HPTJV”) for cost impacts associated with temporary construction power and expanded third-party Quality Control inspection requirements on the Replacement Passenger Terminal Project. The CCR does not include a request for additional contract time.

These requested costs reflect the negotiated resolution of impacts that were not reasonably foreseeable at the time of Guaranteed Maximum Price development. The resolution was developed through a collaborative evaluation process involving HPTJV, the Authority, and Jacobs Project Management Co.

The requested CCR amount represents a negotiated, data-driven adjustment based on the parties’ review of actual costs, supporting documentation, contractual responsibility, and the circumstances underlying the asserted impacts.

7. ITEMS FOR COMMISSION INFORMATION

- a. COMMISSIONER PROCUREMENT TRAINING. A presentation is included in the agenda packet.
- b. REPLACEMENT PASSENGER TERMINAL CONSTRUCTION UPDATE. No staff report attached. Staff and Jacobs Project Management will provide an update on the progress of the construction of the Replacement Passenger Terminal Project.
- c. REPLACEMENT PASSENGER TERMINAL CONCESSIONS UPDATE. No staff report attached. Staff and Jacobs Project Management will provide an update on the progress of the concessions in the Replacement Passenger Terminal Project.
- d. REPLACEMENT PASSENGER TERMINAL ADA UPDATE. No staff report attached. Staff and Jacobs Project Management will provide an update on the progress of the construction of the ADA’s in the Replacement Passenger Terminal Project.

Approved on August 5, 2026

**MINUTES OF THE REGULAR MEETING OF THE
EXECUTIVE COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

WEDNESDAY, JULY 1, 2026

A regular meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:20 a.m., by Commissioner Hampton.

1. ROLL CALL

Present: Commissioners Hampton and Quintero

Absent Commissioner Talamantes

Also Present: Staff: John Hatanaka, Executive Director

Roger Johnson, Executive Program Manager,
Jacobs Project Management Co.

2. Approval of Agenda

Motion Commissioner Quintero moved approval of the agenda; seconded by Commissioner Hampton.

Motion Approved The motion was approved (2-0, 1 absent).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 3, 2026 The agenda packet included a draft copy of the June 3, 2026, Committee meeting minutes for review and approval.

Motion Commissioner Quintero moved approval of the minutes; seconded by Commissioner Hampton.

Motion Approved The motion was approved (2-0, 1 absent).

5. Items for Information

a. Replacement Passenger Terminal Project Construction Update Jacobs Project Management provided a construction update and the latest progress video.

b. Pending Contractor's Change Request Staff and a representative from Jacobs Project Management Co. briefed the Committee on a pending Contractor's Change Request for the Replacement Passenger Terminal project to address costs incurred by the Contractor related to additional temporary construction power, and quality control costs that are in the process of being validated and negotiated.

c. Committee Pending Items

Staff informed the Committee of future pending items that will come to the Committee for review.

6. Adjournment

The meeting was adjourned at 10:03 a.m.

Adjournment: To Wednesday, August 5, 2026, for the next regularly scheduled meeting of the Executive Committee, 2627 Hollywood Way, Airport Skyroom.

**MINUTES OF THE REGULAR MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JUNE 15, 2026

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:39 a.m., by Commissioner Hampton.

1. ROLL CALL

Present:	Commissioners Talamantes and Hampton
Absent:	Commissioner Asatryan
Also Present:	Staff: John Hatanaka, Executive Director; Patrick Lammerding, Deputy Executive Director, Operations, Security, and SMS; Ray Hunting Manager, Security; Maggie Martinez, Director, Noise & Environmental Affairs John Gasparian, VP, American Reclamation, Inc.

2. Approval of Agenda

Motion	Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Hampton.
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Motion Approved	The motion was approved (2-0,1 absent).
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3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 1, 2026	The agenda packet included a draft copy of the June 1, 2026, Committee meeting minutes for review and approval.
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Motion	Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Hampton.
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Motion Approved	The motion was approved (2-0,1 absent).
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5. Items for Approval

a. Approval of 5 -Year Extended OEM Hardware Warranty and Contract for Support Maintenance Services Searidge Technologies, Inc

Staff sought a recommendation from the Operations and Development Committee to the Commission for approval of a five-year original equipment manufacturer extended warranty with Searidge Technologies, Inc. ("Searidge") in the amount of \$151,491. Staff also seeks approval of a five-year contract with Searidge for support and maintenance of the Virtual Ramp Control Room equipment in the amount of \$817,557.

This item, subject to the Committee's recommendation was included in the Commission meeting agenda immediately following the Committee's meeting.

Motion

Commissioner Talamantes moved approval; seconded by Commissioner Hampton.

Motion Approved

The motion was approved (2-0,1 absent).

b. Award of Contract Designated Aviation Channeling Services

Staff sought an Operations and Development Committee ("Committee") recommendation to the Commission to award a Designated Aviation Channeling Services Agreement ("Agreement") to the Airport Research and Development Foundation dba the Transportation Security Clearinghouse to provide Designated Aviation Channeling ("DAC") services for a three-year term.

The current Agreement for DAC services with another service provider expires at the end of this month, and subject to the recommendation of the Committee, this item was placed on the agenda for Commission consideration at its meeting immediately following the Committee's meeting.

Motion

Commissioner Hampton moved approval; seconded by Commissioner Talamantes.

Motion Approved

The motion was approved (2-0,1 absent).

c. Contract Amendment Waste Hauling and Recycling Services

Staff sought a recommendation from the Operations and Development Committee ("Committee") to the Commission to:

- 1) Approve Amendment No. 1 ("Amendment") to the Waste Hauling and Recycling Services Agreement with American Reclamation, Inc. for an 18-month extension commencing October 13, 2026, through April 30, 2028, for a fixed monthly fee of \$30,535.40, including the lease of certain equipment and excluding on-call, as-needed services.

- 2) Authorize a contingency of \$55,000, which will be allocated to address as-needed adjustments for pick-up frequency at the Replacement Passenger Terminal ("RPT"), based on operational needs. The total value of the Amendment will be \$549,637.20.

Due to the lead time for the leasing of certain equipment to support the waste hauling operation at the RPT, this item, subject to the recommendation of the Committee, was placed on the Commission's agenda for its meeting immediately following the Committee's meeting.

Motion

Commissioner Hampton moved approval;
seconded by Commissioner Talamantes.

Motion Approved

The motion was approved (2-0,1 absent).

6. Items for Information

a. Committee Pending Items

Staff reviewed future items to be presented to the Committee.

7. Adjournment

The meeting was adjourned at 8:58 a.m.

Adjournment: To July 20, 2026, for the next regularly scheduled meeting of the Operations and Development Committee, 2627 Hollywood Way, Skyroom.

**MINUTES OF THE REGULAR MEETING OF THE
FINANCE AND ADMINISTRATION COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JUNE 15, 2026

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 10:57 a.m., by Commissioner Quintero.

1. ROLL CALL

Present:	Commissioners Ovrom and Quintero
Absent:	Wilson
Also Present:	Staff: John Hatanaka, Executive Director; David Kwon, Deputy Executive Director, Finance and Administration; Scott Kimball, Senior Deputy Director, Business Development

2. Staff Announcement: AB 23

The Executive Director announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

3. Approval of Agenda

The agenda was approved as presented.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (2–0, 1 absent).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. June 1, 2026

A draft copy of the minutes of the meeting of June 1, 2026, was included in the agenda packet for review.

Motion

Commissioner Ovrom moved approval of the minutes; seconded by Commissioner Quintero.

Motion Approved

The minutes were approved (2–0, 1 absent).

6. Treasurer's Report

a. April 2026

A draft copy of the April 2026 Treasurer's Report was included in the agenda packet for the Committee's review.

Motion

Commissioner Ovrom moved approval to recommend that the Commission note and file the Treasurer's Report; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (2–0, 1 absent).

7. Items for Approval

a. Amendment No. 1 of Aviation Hangar Lease – Delux Public Charter, LLC dba JSX – Consent to Sublease – Ameriflight, LLC

Staff presented to the Committee for recommendation to the Commission to approve the following inter-related documents involving two Airport tenants, Delux Public Charter, LLC ("JSX") and Ameriflight, LLC ("Ameriflight"): 1. Amendment No. 1 of Aviation Hangar Lease ("Amendment") with JSX, to extend the term of the current Aviation Hangar Lease to January 26, 2028, and to update the federal requirements exhibit; and 2. Consent to Sublease between Ameriflight and JSX for the continued use of existing ramp space, existing parking space, with new office space.

Of the two documents presented for consideration, the first is the proposed Consent approving a new sublease between Ameriflight and JSX. On May 12, 2026, Ameriflight and JSX executed a new sublease under which JSX continues to sublease ramp space for aircraft parking and designated vehicle parking. The new sublease also adds approximately 2,500 square feet of office space to the subleased premises.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (2–0, 1 absent).

b. Replacement Passenger Terminal Day One – Parking Rates

Staff presented to the Committee for recommendation to the Commission for approval proposed parking rates applied to the Airport Day One parking configuration, which includes the Replacement Passenger Terminal ("RPT") Parking Structure that will house both close-in Self-park and Valet operations, and the Southeast Quadrant's remote Lots G and F. The proposed parking rates, if approved, would become effective as of the opening day of the RPT, currently scheduled for October 13, 2026.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (2–0, 1 absent).

**c. Consent to Assignment
Development Ground Lease –
Mercury Air Center – Burbank,
Inc., dba Atlantic Aviation**

Staff presented to the Committee for recommendation to the Commission for approval a consent to assignment of Development Ground Lease (“Lease”) for Mercury Air Center - Burbank, Inc. dba Atlantic Aviation (“Atlantic”). Atlantic desires to assign its Lease to Granite Aviator Intermediate, LLC, pursuant to an April 1, 2026, Agreement and Plan of Merger with Granite Aviator Intermediate, LLC, Granite Aviator Merger Sub, Inc., and other parties.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (2–0, 1 absent).

**d. Amended and Restated Office
Space Sublease – Atlantic
Aviation**

Staff presented to the Committee for recommendation to the Commission for approval an Amended and Restated Office Space Sublease (“Sublease”) with Mercury Air Center Burbank, Inc. dba Atlantic Aviation to consolidate the 2022 and 2023 Office Space Subleases and to add additional available space in Building 3 located in the southwest quadrant of the Airport at 4351 Empire Avenue, Burbank.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (2–0, 1 absent).

**e. Ownership Change Consent
GAT Airline Ground Support**

Staff presented to the Committee for recommendation to the Commission for approval an Ownership Change Consent (“Consent”) to accept a transfer of interests resulting from an acquisition of GAT Airline Ground Support (“GAT”) by Prime Flight Aviation Services, Inc. The proposed Consent is applicable to a 2008 Office Space Lease, a 2012 Cargo Space Lease, and a 2021 Non-Exclusive License Agreement between the Authority and GAT.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (2–0, 1 absent).

8. Items for Information

a. Committee Pending Items

Staff reviewed future items to be presented to the Committee.

9. Adjournment

The meeting was adjourned at 11:31 a.m.

Adjournment: To July 20, 2026, for the next regularly scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority Finance and Administration Committee – 2627 Hollywood Way, SkyRoom.

**MINUTES OF THE REGULAR MEETING OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JULY 20, 2026

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:11 a.m., by President Talamantes.

1. ROLL CALL

Present: Commissioners Talamantes, Hampton, Quintero, Asatryan, Brotman, Ovrom, Wilson, Gabel-Luddy

Absent: Commissioner Lyon

Also Present: Staff: John Hatanaka, Executive Director; Kathy David, Sr. Deputy Executive Director; David Kwon, Deputy Executive Director, Finance and Administration; Scott Kimball, Deputy Executive Director, Business Development; Nerissa Sugars, Director, Communications and Air Service; Derrick Cheng, Manager, Business & Properties

Perry Martin, Sr. Program Manager, Jacobs Project Management Company

Michael Fiore, Chief Brand Officer, Anyone Collective; Stephen Chavez, Chief Creative Officer, Anyone Collective

2. PLEDGE OF ALLEGIANCE

Commissioner Talamantes led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

Motion Commissioner Quintero moved approval of the agenda; seconded by Commissioner Wilson.

Motion Approved The motion was approved (8–0, 1 absent).

AYES: Talamantes, Hampton, Quintero, Asatryan, Brotman, Ovrom, Wilson, Gabel-Luddy

NOES: None

ABSENT: Lyon

- 1 -

4. PUBLIC COMMENT

(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.) None

5. CONSENT CALENDAR

(Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)

a. Committee Minutes (For Note and File)

1) Executive Committee

(i) June 3, 2026

Approved minutes of the June 3, 2026, Executive Committee meeting were included in the agenda packet for information purposes.

2) Operations and Development Committee

(i) June 1, 2026

Approved minutes of the June 1, 2026, Operations and Development Committee meeting were included in the agenda packet for information purposes.

3) Finance and Administration Committee

(i) June 1, 2026

Approved minutes of the June 1, 2026, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes

1) June 15, 2026

A draft copy of the minutes of the Commission meeting of June 15, 2026, were included in the agenda packet for review and approval.

c. Treasurer's Report

1) April 2026

At its meeting on June 15, 2026, the Finance and Administration Committee voted (3-0) to recommend that the Commission notes and file these reports.

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| <p>d. Approval No. 1 Aviation Hangar Lease – Delux Public Charter, LLC dba JSX – Consent to Sublease – Ameriflight, LLC</p> | <p>Staff presented for Commission approval the following interrelated documents involving two Airport tenants, Delux Public Charter, LLC (“JSX”) and Ameriflight, LLC (“Ameriflight”): 1) Amendment No. 1 of Aviation Hangar Lease with JSX, to extend the term of the current Aviation Hangar Lease to January 26, 2028, and to update the federal requirements exhibit, and 2) Consent to Sublease between Ameriflight and JSX for the continued use of existing ramp space, existing parking space, with new office space.</p> |
| <p>e. Consent to Assignment – Development Ground Lease Mercury Air Center – Burbank, Inc., dba Atlantic Aviation</p> | <p>Staff presented for Commission approval a consent to assignment of Development Ground Lease (“Lease”) for Mercury Air Center - Burbank, Inc. dba Atlantic Aviation (“Atlantic”). Atlantic desires to assign its Lease to Granite Aviator Intermediate, LLC, pursuant to an April 1, 2026, Agreement and Plan of Merger with Granite Aviator Intermediate, LLC, Granite Aviator Merger Sub, Inc., and other parties.</p> |
| <p>f. Amended and Restated Office Space Sublease – Atlantic Aviation</p> | <p>Staff presented for Commission approval an Amended and Restated Office Space Sublease with Mercury Air Center Burbank, Inc. dba Atlantic Aviation (“Atlantic”) to consolidate the 2022 and 2023 Office Space Subleases and to add additional available space in Building 3 located in the southwest quadrant of the Airport at 4351 Empire Avenue, Burbank.</p> |
| <p>g. Ownership Change Consent – GAT Airline Ground Support</p> | <p>Staff presented for Commission approval an Ownership Change Consent (“Consent”) to accept a transfer of interests resulting from an acquisition of GAT Airline Ground Support by Prime Flight Aviation Services, Inc. The proposed Consent is applicable to a 2008 Office Space Lease, a 2012 Cargo Space Lease, and a 2021 Non-Exclusive License Agreement between the Authority and GAT.</p> |

Motion

Commissioner Quintero moved approval of the Consent Calendar; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (8–0, 1 absent).

AYES: Talamantes, Hampton, Quintero,
Asatryan, Brotman, Ovrom,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Lyon

6. ITEMS FOR COMMISSION APPROVAL

a. Election of Officers

The joint powers agreement requires the Commission to elect or re-elect a President, a Vice President, and a Secretary at the first meeting of July every year. Although not required to do so, the Commission traditionally also has chosen an Assistant Secretary, Treasurer, and Auditor at the first July meeting. Staff recommended that the Commission elect or re-elect all of its officers, including an Assistant Secretary, Treasurer, and Auditor.

Commissioner Wilson nominated Commissioner Hampton for President, Commissioner Quintero as Vice President, and Commissioner Ovrom as Secretary.

Commissioner Asatryan nominated herself as Vice President.

Motion

Commissioner Wilson moved Commissioner Hampton as President; seconded by Commissioner Asatryan.

Motion Approved

The motion was approved (8–0, 1 absent).

AYES: Talamantes, Hampton, Quintero,
Asatryan, Brotman, Ovrom,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Lyon

Motion

Commissioner Wilson moved Commissioner Quintero as Vice President; seconded by Commissioner Gabel-Luddy.

Motion Approved

The motion was approved (6–1, 1 abstention, 1 absent).

AYES: Talamantes, Hampton, Quintero,
Asatryan, Ovrom, Wilson, Gabel-
Luddy

NOES: Asatryan

ABSTAINED: Brotman

ABSENT: Lyon

Motion

Commissioner Wilson moved Commissioner Quintero as Secretary; seconded by Commissioner Ovrom

Motion Approved

The motion was approved (8–0, 1 absent).

AYES: Talamantes, Hampton, Quintero,
Asatryan, Brotman, Ovrom,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Lyon

At this point, Commissioner Hampton assumed the duties as President of the Commission.

Motion

Commissioner Hampton moved Commissioner Talamantes as Treasurer; Commissioner Asatryan as Auditor and John Hatanaka as Assistant Secretary; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (8–0, 1 absent).

AYES: Talamantes, Hampton, Quintero,
Asatryan, Brotman, Ovrom,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Lyon

President Hampton presented Commissioner Talamantes with a plaque commemorating his position as former President of the Commission. After Commissioner Talamantes gave a few words of thanks, several of the Commissioners also thanked him for his tenure.

b. Committee Assignments

Commissioner Hampton appointed Commissioner Brotman to the Legal, Government and Environmental Affairs

Committee. All other Commissioners shall remain on their current committees.

c. Replacement Passenger Terminal Day One Parking Rates

This item will be brought back to the Commission.

7. ITEMS FOR COMMISSION INFORMATION

a. Replacement Passenger Terminal Construction Update.

Staff and Jacobs Project Management provided an update on the progress of the construction of the Replacement Passenger Terminal Project.

b. Advertising and Promotion Update

Michael Fiore and Steven Chavez of Anyone Collective, the Authority's marketing team, presented an update on the advertising and promotional campaign for the Replacement Passenger Terminal project.

8. ITEMS PULLED FOR DISCUSSION – None.

9. EXECUTIVE DIRECTOR COMMENTS

- Introduced the new Executive Assistant, Victoria Fuentes;
- The Computer Aided Dispatch which was approved by the Commission is operational in the Communications Center. This enables the Airport Police Department and the Fire Department to communicate more effectively with the Communications Department.
- LAZ Parking will be controlling traffic on Hollywood Way as it is undergoing construction in preparation for the opening of the Replacement Passenger Terminal.

10. COMMISSIONER COMMENTS

(Commissioners may make a brief announcement, report on their activities, and request an agenda item for a future meeting.)

Commissioner Ovrom commented on the book preparation for the history of the Airport and requested a meeting of the Ad Hoc Committee to discuss.

11. PUBLIC COMMENT - None

12. ADJOURNMENT

The meeting was adjourned at 10:55 a.m.

Adjournment: To August 17, 2026, for the next scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority – 2627 Hollywood Way, SkyRoom.

Jess A. Talamantes, President

Frank Quintero, Secretary

Date

Date



August 17, 2026

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

Dear Commissioners:

The attached report, covering the month of May 2026, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

Tyron Hampton
Treasurer

Attachments

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE SUMMARY
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026

Introduction:

The Treasurer's Report includes the Authority's month-end summary of investments and investment activity, and the Schedule of Cash Receipts and Disbursements ("Schedule"), which represents the cash basis activity for the month and fiscal-year-to-date ("FYTD") compared to the allocation of the annual adopted budget. As this Schedule is on a cash basis, cash timing differences may contribute to budget variances. The purpose of this report is to provide monthly updates on how the Authority's cash transaction activities are tracking to the adopted budget, and to provide insight to the Authority's change in liquidity each month. In summary, FYTD May 2026 financial activity is tracking favorably to the budget.

Below are the most significant highlights of activities for the month and FYTD ended May 2026.

Passenger Activity:

Passenger activity decreased by 9.30% FYTD May when compared to the same period last year, primarily due to a reduction in air service. When compared to the budget assumption FYTD May, passenger activity was unfavorable by 3.82%. However, overall financial performance FYTD May remains positive to budget.

Operating Activities:

- 1) Operating revenues exceed the FYTD May budget by \$4,620,130 on the cash basis and \$4,065,130 on the full accrual basis.
- 2) Operating expenses are within budgeted parameters.
- 3) Net increase in cash from operating activities FYTD May is \$22,976,413 and positive to budget by \$10,825,849.

Non-RPT Facility Improvement Program:

- 1) Payments related to the Southeast Quadrant Reconfiguration Design, Southeast Quadrant Parking Structure Elevators, Taxiway A/C Extension Design, and the Part 150 Noise Study update projects comprised the majority of May's non-RPT capital cash disbursements.
- 2) There were federal grant drawdowns totaling \$14,752 in May related to the Airport Wildlife Hazard Assessment Management Plan project. There were no PFC drawdowns in the month of May for non-RPT projects.

RPT Activities:

- 1) Payments of \$34,663,259 and \$1,015,844 were made in May to HPTJV, including retention payment to respective escrow account, and Jacobs, respectively.
- 2) 2026 Bond draws for eligible RPT expenditures of \$31,529,369 were received in May. There were no federal grant or PFC drawdowns in the month of May for eligible RPT expenditures.
- 3) Approximately \$109 million of the outstanding Commercial Paper was defeased through the issuance of the 2026 Bonds in May 2026. The remaining \$10 million is expected to be defeased during FY 2027.
- 4) The majority of FYTD May expenditures are related to Holder Pankow JV, Jacobs Project Management Co. and the City of Burbank Water and Power Aid-In-Construction payments for the community substation, totaling \$546,501,518, or 99% of the total FYTD May RPT expenditures.
- 5) On a cash basis, expenditures are below budget due to the timing of when invoices are received and paid. Overall, the RPT project is on budget and on schedule.

Summary:

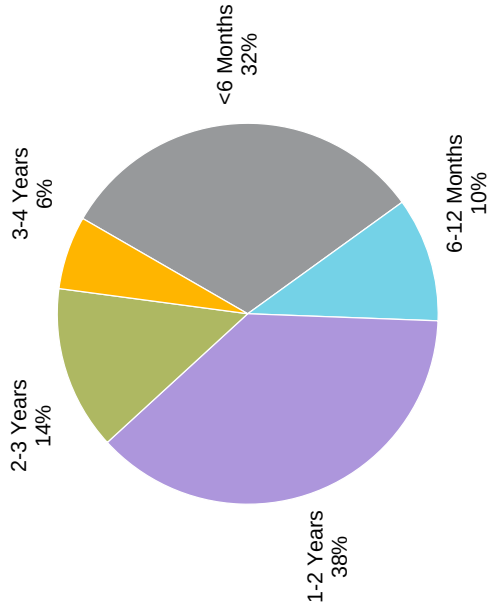
May 2026 activities resulted in a net cash decrease of \$3,574,351 for the month and a net decrease of \$28,812,060 FYTD May, primarily due to the timing of cash disbursements and reimbursements related to the RPT project. Overall FYTD May cash flows remain positive to budget by \$24,621,185.

Operating Portfolio investment guidelines conformance

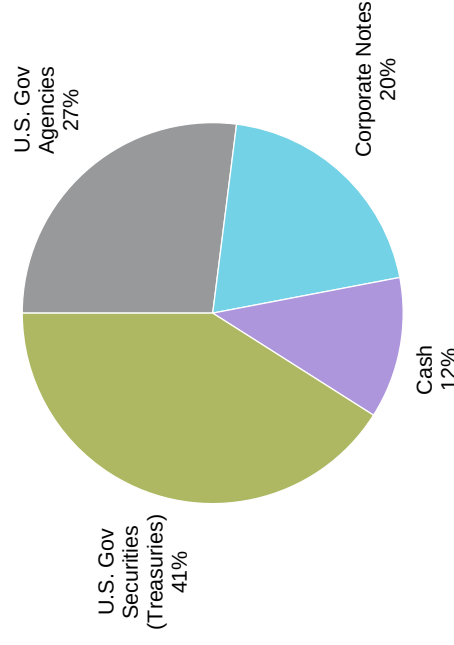
As of May 31, 2026

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.64 Years	70%	27%
Corporate Notes	5 Years	4.70 Years	30%	20%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	20%	12%
U.S. Gov Securities (Treasuries)	5 Years	2.84 Years	No limit	41%

Maturity distribution



Sector allocation



Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

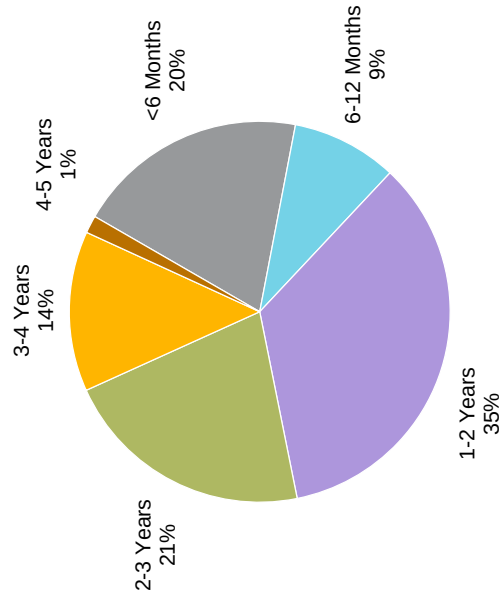
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PFC Portfolio investment guidelines conformance

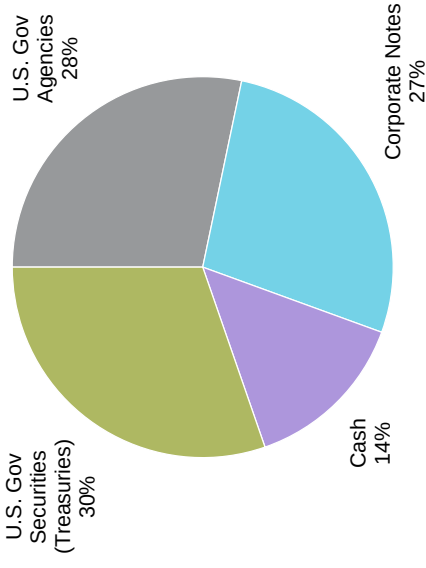
As of May 31, 2026

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.30 Years	70%	28%
Corporate Notes	5 Years	3.88 Years	30%	27%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	20%	14%
U.S. Gov Securities (Treasuries)	5 Years	2.43 Years	No limit	30%

Maturity distribution



Sector allocation



Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

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Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 05/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/31/26	Cash/Dreyfus Treasury	BAX9MM47	0.000	05/31/26	05/31/26	\$ 30,861,249	\$ 30,861,249	100.00	\$ 30,861,249	\$ -	3.68%	0	11.28%
09/10/24	Bank of New York Mellon	06406RBX4	4.890	07/21/28	07/22/26	2,550,000	2,594,449	100.65	2,566,551	(27,898)	4.39%	52	0.94%
05/01/26	Federal Farm Credit Banks	313EPSW6	4.500	08/14/26	08/14/26	1,625,000	1,628,374	100.14	1,627,335	(1,039)	3.76%	75	0.60%
05/01/26	Treasury Note	9128282A7	1.500	08/15/26	08/15/26	1,000,000	993,711	99.52	995,195	1,484	3.73%	76	0.36%
04/17/26	Treasury Note	9128CCW9	0.750	08/31/26	08/31/26	10,000,000	9,893,750	99.26	9,925,781	32,031	3.68%	92	3.63%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	99.44	994,402	(57,359)	3.86%	103	0.36%
01/07/25	FHLB	3130AWTQ3	4.630	09/11/26	09/11/26	3,250,000	3,266,283	100.21	3,256,690	(9,593)	3.85%	103	1.19%
12/17/24	FHLB	3130A2VE3	3.000	09/11/26	09/11/26	6,000,000	5,883,818	99.78	5,986,838	103,020	3.76%	103	2.19%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	99.49	1,218,691	78,366	4.00%	107	0.45%
04/17/26	Treasury Note	91282CCZ2	0.880	09/30/26	09/30/26	10,000,000	9,876,563	99.07	9,906,641	30,078	3.66%	122	3.62%
03/01/23	PepsiCo Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	99.43	1,093,724	81,284	4.00%	128	0.40%
03/31/25	US Bank NA	90331HPP2	4.510	10/22/27	10/22/26	2,600,000	2,597,087	100.06	2,601,507	4,420	4.34%	144	0.95%
07/15/25	Treasury Note	91282CLS8	4.130	10/31/26	10/31/26	4,000,000	4,001,563	100.12	4,004,844	3,281	3.62%	153	1.46%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	99.20	9,919,922	565,977	3.76%	168	3.63%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	99.44	994,442	49,622	4.07%	184	0.36%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,846	99.12	3,766,491	(144,355)	3.81%	194	1.38%
06/30/25	Treasury Note	91282CME8	4.250	12/31/26	12/31/26	10,000,000	10,057,813	100.25	10,024,609	(33,204)	3.82%	214	3.67%
03/17/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	600,000	599,436	100.14	600,815	1,379	3.82%	283	0.22%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,266	97.40	9,739,844	897,578	3.80%	304	3.56%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,125,000	1,963,472	98.27	2,088,165	124,693	3.87%	345	0.76%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,016	96.42	9,641,797	880,781	3.89%	395	3.53%
09/11/24	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	2,100,000	2,047,647	98.62	2,071,089	23,442	4.03%	437	0.76%
09/10/24	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	2,050,000	2,033,992	99.37	2,037,060	3,068	4.04%	441	0.74%
11/07/25	FFCB	3133ETVJ3	3.630	08/27/27	08/27/27	7,630,000	7,637,935	99.54	7,594,915	(43,020)	4.00%	453	2.78%
09/11/24	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	1,550,000	1,543,521	99.54	1,542,875	(646)	4.13%	458	0.56%
09/10/24	FNMA	3135G05V5	0.750	10/08/27	10/08/27	10,800,000	9,946,364	95.84	10,351,155	404,791	3.92%	495	3.79%
02/15/23	UnitedHealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,100,000	1,960,394	98.43	2,066,976	106,582	4.13%	502	0.76%
11/07/25	FFCB	3133ETM95	3.380	10/27/27	10/27/27	2,750,000	2,740,788	99.13	2,726,016	(14,772)	4.02%	514	1.00%
09/17/24	Treasury Note	91282CAU5	0.500	10/31/27	10/31/27	10,000,000	9,128,184	95.28	9,527,734	399,550	3.95%	518	3.48%
05/15/25	General Dynamics Corporation	369550AZ1	2.630	11/15/27	11/15/27	1,950,000	1,876,427	98.06	1,912,189	35,762	4.00%	533	0.70%
12/17/24	Treasury Note	91282CLX7	4.130	11/15/27	11/15/27	10,000,000	9,972,656	100.20	10,020,313	47,657	3.98%	533	3.66%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 05/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
09/17/24	FHLB	3130ATUS4	4.250	12/10/27	12/10/27	9,055,000	9,143,342	100.32	9,084,078	(59,264)	4.03%	558	3.32%
01/22/25	PNC Bank NA	69353RFJ2	3.250	01/22/28	01/22/28	2,000,000	1,917,900	98.53	1,970,664	52,764	4.18%	601	0.72%
02/12/25	FFCB	3133ERZ46	4.250	01/28/28	01/28/28	7,100,000	7,065,127	100.33	7,123,383	58,256	4.04%	607	2.60%
09/11/24	PepsiCo Inc	713448FL7	3.600	02/18/28	02/18/28	1,000,000	994,150	99.14	991,400	(2,750)	4.12%	628	0.36%
05/13/25	Caterpillar Financial Services	14913UAY6	4.400	03/03/28	03/03/28	2,000,000	2,002,080	100.34	2,006,890	4,810	4.19%	642	0.73%
11/07/25	FHLB	3130ATS57	4.500	03/10/28	03/10/28	1,500,000	1,531,335	100.76	1,511,397	(19,938)	4.05%	649	0.55%
04/01/25	Florida Power & Light Company	341081GK7	5.050	04/01/28	04/01/28	1,200,000	1,224,312	101.45	1,217,437	(6,875)	4.22%	671	0.45%
12/17/24	Treasury Note	91282CBZ3	1.250	04/30/28	04/30/28	10,000,000	9,070,313	94.96	9,496,484	426,171	4.00%	700	3.47%
05/20/25	Qualcomm Incorporated	747525BN2	1.300	05/20/28	05/20/28	1,900,000	1,747,582	94.59	1,797,211	49,629	4.18%	720	0.66%
12/17/24	Treasury Note	91282CCR0	1.000	07/31/28	07/31/28	10,000,000	8,919,207	93.80	9,379,688	460,481	4.01%	792	3.43%
09/10/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	2,600,000	2,754,524	103.39	2,688,031	(66,493)	4.26%	852	0.98%
04/24/25	Treasury Note	91282CDF5	1.380	10/31/28	10/31/28	5,000,000	4,599,023	93.93	4,696,484	97,461	4.03%	884	1.72%
09/10/24	AbbVie Inc	00287YBF5	4.250	11/14/28	11/14/28	2,000,000	2,027,680	99.98	1,999,559	(28,121)	4.26%	898	0.73%
02/11/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	2,300,000	2,081,981	94.51	2,173,666	91,685	4.21%	924	0.79%
06/16/25	Cisco Systems Inc	17275RBR2	4.850	02/26/29	02/26/29	1,475,000	1,502,922	101.46	1,496,520	(6,402)	4.26%	1002	0.55%
02/25/25	Union Pacfic Corporation	907818FB9	3.700	03/01/29	03/01/29	2,000,000	1,938,480	98.44	1,968,724	30,244	4.31%	1005	0.72%
05/28/25	Pfizer Inc	717081ET6	3.450	03/15/29	03/15/29	2,100,000	2,034,585	97.81	2,054,020	19,435	4.29%	1019	0.75%
09/17/24	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	2,000,000	1,964,920	97.59	1,951,820	(13,100)	4.27%	1050	0.71%
01/21/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	1,550,000	1,560,680	101.55	1,573,968	13,288	4.44%	1080	0.58%
04/29/25	FNMA Benchmark Note	31359MEU3	6.250	05/15/29	05/15/29	5,750,000	6,288,229	106.04	6,097,331	(190,898)	4.06%	1080	2.23%
11/13/25	John Deere Capital Corp	24422EXT1	4.850	06/11/29	06/11/29	2,000,000	2,054,499	101.52	2,030,338	(24,161)	4.31%	1107	0.74%
03/17/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	2,000,000	2,007,139	100.68	2,013,697	6,558	4.42%	1172	0.74%
03/06/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	2,300,000	2,129,477	94.72	2,178,545	49,068	4.21%	1173	0.80%
04/14/25	FHLMC Reference Note	3134A3U46	6.750	09/15/29	09/15/29	7,300,000	8,097,393	108.04	7,886,696	(210,697)	4.11%	1203	2.88%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	2,000,000	1,832,819	94.03	1,880,579	47,760	4.39%	1415	0.69%
	Subtotal					\$ 261,796,249	\$ 254,612,594		\$ 258,934,465	\$ 4,321,871	3.93%	452	94.68%
	Local Agency Investment Fund (LAIF)					14,537,387	14,537,387	100.00	14,537,108	(279)	3.81%	269	5.32%
	Subtotal					\$ 276,333,636	\$ 269,149,981		\$ 273,471,573	\$ 4,321,592	3.93%	442	100.00%
	Operating Bank Balance						4,063,308						
	TOTAL						\$ 273,213,289						

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 05/31/26

PURCHASES								
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
05/01/26	Federal Farm Credit Banks	313EPSW6	4.500	08/14/26	\$ 1,625,000.00	100.20765 \$	1,628,374.25 \$	(16,250.00)
05/01/26	Treasury Note	9128282A7	1.500	08/15/26	1,000,000.00	99.37109	993,710.94	(3,232.04)
						-	-	
						-	-	
						-	-	
						-	-	
						-	-	
TOTAL PURCHASES					\$ 2,625,000.00	\$	2,622,085.19 \$	(19,482.04)

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	\$ 1,625,000.00	102.91083	\$ 1,672,301.00	\$ (47,301.00)
							-	-
							-	-
							-	-
							-	-
TOTAL MATURITIES					\$ 1,625,000.00	\$	1,672,301.00	\$ (47,301.00)

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								\$	-	\$
								-	-	-
								-	-	-
						\$	-	\$	-	\$

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
05/01/26-05/31/26

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	-	-	-	-	-	-	-
Federal Farm Credit Banks	NOTE	313EPSW6	4.500	08/14/26	-	-	16,250.00	21,734.38	5,484.38	(911.05)	4,573.33
Treasury Note	NOTE	9128282A7	1.500	08/15/26	-	-	3,232.04	4,392.27	1,160.23	1,709.65	2,869.88
Treasury Note	NOTE	9128CCW9	0.750	08/31/26	12,635.87	-	-	18,953.80	6,317.93	24,765.04	31,082.97
FHLB	NOTE	3130A8XY4	1.880	09/11/26	2,604.17	-	-	4,166.67	1,562.50	(864.12)	698.38
FHLB	NOTE	3130AWTQ3	4.630	09/11/26	20,876.74	-	-	33,402.78	12,526.04	(810.07)	11,715.97
FHLB	NOTE	3130A2VE3	3.000	09/11/26	25,000.00	-	-	40,000.00	15,000.00	5,846.01	20,846.01
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	3,521.88	-	-	5,818.75	2,296.87	2,122.83	4,419.70
Treasury Note	NOTE	91282CCZ2	0.880	09/30/26	7,411.20	-	-	14,822.40	7,411.20	23,475.84	30,887.04
PepsiCo Inc	NOTE	713448DN5	2.380	10/06/26	1,814.24	-	-	3,991.32	2,177.08	2,031.55	4,208.63
Treasury Note	NOTE	91282CLS8	4.130	10/31/26	448.37	-	-	14,347.83	13,899.46	(102.62)	13,796.84
Treasury Note	NOTE	91282U24	2.000	11/15/26	92,265.19	100,000.00	-	9,239.13	16,973.94	15,173.30	32,147.24
Duke Energy Carolinas	NOTE	26442CAS3	2.950	12/01/26	12,291.67	14,750.00	-	-	2,458.33	1,344.76	3,803.09
FHLB	NOTE	3130A9YY1	2.130	12/11/26	31,402.78	-	-	38,131.94	6,729.16	(1,881.94)	4,847.22
Treasury Note	NOTE	91282CME8	4.250	12/31/26	142,058.01	-	-	178,453.04	36,395.03	(3,270.42)	33,124.61
FHLB	NOTE	3130B5K64	4.000	03/10/27	3,400.00	-	-	5,400.00	2,000.00	23.76	2,023.76
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	5,293.72	-	-	10,587.43	5,293.71	24,443.73	29,737.44
Chevron Corp	NOTE	166764BX7	2.300	05/11/27	20,019.27	21,196.88	-	2,355.21	3,532.82	3,477.14	7,009.96
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	16,712.71	-	-	20,994.48	4,281.77	25,052.17	29,333.94
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	13,300.00	-	-	18,287.50	4,987.50	1,497.23	6,484.73
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	15,147.22	-	-	21,126.39	5,979.17	455.71	6,434.88
FFCB	NOTE	3133ETVJ3	3.630	08/27/27	49,171.11	-	-	72,220.07	23,048.96	(367.94)	22,681.02
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	9,687.50	-	-	14,531.25	4,843.75	181.82	5,025.57
FNMA	NOTE	3135G05Y5	0.750	10/08/27	5,175.00	-	-	11,925.00	6,750.00	23,133.76	29,883.76
UnitedHealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	2,753.33	-	-	7,915.83	5,162.50	2,598.28	7,760.78
US Bank NA	NOTE	90331HPP2	4.510	10/22/27	2,929.55	-	-	12,694.72	9,765.17	95.27	9,860.44
FFCB	NOTE	3133ETM95	3.380	10/27/27	1,031.25	-	-	8,765.63	7,734.38	390.91	8,125.29
Treasury Note	NOTE	91282CAU5	0.500	10/31/27	135.87	-	-	4,347.83	4,211.96	23,748.95	27,960.91
General Dynamics Corporation	NOTE	369550AZ1	2.630	11/15/27	23,603.13	25,593.75	-	2,275.00	4,265.62	2,455.18	6,720.80
Treasury Note	NOTE	91282CLX7	4.130	11/15/27	190,296.96	206,250.00	-	19,055.71	35,008.75	798.17	35,806.92
FHLB	NOTE	3130ATUS4	4.250	12/10/27	150,728.02	-	-	182,797.81	32,069.79	-	32,069.79
PNC Bank NA	NOTE	69353RFJ2	3.250	01/22/28	17,875.00	-	-	23,291.57	5,416.57	2,282.67	7,699.24
FFCB	NOTE	3133ERZ46	4.250	01/28/28	77,952.08	-	-	103,097.92	25,145.84	982.33	26,128.17

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
05/01/26-05/31/26

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
PepsiCo Inc	NOTE	713448FL7	3.600	02/18/28	7,300.00	-	-	10,300.00	3,000.00	141.99	3,141.99
Caterpillar Financial Services	NOTE	14913UAY6	4.400	03/03/28	14,177.78	-	-	21,511.11	7,333.33	(61.84)	7,271.49
FHLB	NOTE	3130ATS57	4.500	03/10/28	9,562.50	-	-	15,187.50	5,625.00	(1,119.11)	4,505.89
Florida Power & Light Company	NOTE	341081GK7	5.050	04/01/28	5,050.00	-	-	10,100.00	5,050.00	(675.96)	4,374.04
Treasury Note	NOTE	91282CBZ3	1.250	04/30/28	339.67	-	-	10,869.57	10,529.90	23,450.21	33,980.11
Qualcomm Incorporated	NOTE	747525BN2	1.300	05/20/28	11,046.39	12,350.00	-	754.72	2,058.33	4,237.76	6,296.09
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	34,637.50	-	-	45,028.75	10,391.25	(980.60)	9,410.65
Treasury Note	NOTE	91282CCRO	1.000	07/31/28	24,861.88	-	-	33,425.41	8,563.53	25,816.90	34,380.43
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	13,411.38	-	-	25,984.54	12,573.16	(3,218.07)	9,355.09
Treasury Note	NOTE	91282CDF5	1.380	10/31/28	186.82	-	-	5,978.26	5,791.44	9,673.36	15,464.80
AbbVie Inc	NOTE	00287YBF5	4.250	11/14/28	39,430.56	42,500.00	-	4,013.89	7,083.33	(552.50)	6,530.83
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	17,115.83	-	-	20,757.50	3,641.67	4,752.24	8,393.91
Cisco Systems Inc	NOTE	17275RBR2	4.850	02/26/29	12,916.49	-	-	18,877.95	5,961.46	(630.29)	5,331.17
Union Pacific Corporation	NOTE	907818FB9	3.700	03/01/29	12,333.33	-	-	18,500.00	6,166.67	1,277.23	7,443.90
Pfizer Inc	NOTE	717081ET6	3.450	03/15/29	9,257.50	-	-	15,295.00	6,037.50	1,436.64	7,474.14
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	3,000.00	-	-	8,625.00	5,625.00	638.98	6,263.98
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	35,736.11	38,750.00	-	3,444.44	6,458.33	(206.30)	6,252.03
FNMA Benchmark Note	NOTE	31359MEU3	6.250	05/15/29	165,711.81	179,687.50	-	15,972.22	29,947.91	(11,097.50)	18,850.41
John Deere Capital Corp	NOTE	24422EXT1	4.850	06/11/29	37,722.22	-	-	45,805.56	8,083.34	(1,270.40)	6,812.94
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	19,633.33	-	-	27,383.33	7,750.00	(134.97)	7,615.03
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	11,691.67	-	-	16,368.33	4,676.66	3,199.29	7,875.95
FHLMC Reference Note	NOTE	3134A3U46	6.750	09/15/29	62,962.50	-	-	104,025.00	41,062.50	(15,055.74)	26,006.76
Home Depot Inc	NOTE	437076CB6	2.700	04/15/30	2,400.00	-	-	6,900.00	4,500.00	2,787.88	7,287.88
Subtotal					\$ 1,508,027.11	\$ 641,078.13	\$ 19,482.04	\$ 1,414,231.74	\$ 527,800.72	\$ 222,287.10	\$ 750,087.82
CASH EQUIVALENTS											
Dreyfus Treasury					-	116,535.06	-	-	116,535.06	-	116,535.06
Subtotal					\$ -	\$ 116,535.06	\$ -	\$ -	\$ 116,535.06	\$ -	\$ 116,535.06
LAIF											
Local Agency Investment Fund					50,059.20	-	-	97,100.46	47,041.26	-	47,041.26
TOTAL					\$ 1,558,086.31	\$ 757,613.19	\$ 19,482.04	\$ 1,511,332.20	\$ 691,377.04	\$ 222,287.10	\$ 913,664.14

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 05/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/31/26	Dreyfus Trsy Sec CM Investor	BAXB9MMA7	0.000	05/31/26	05/31/26	\$ 10,138,530	\$ 10,138,530	100.00	\$ 10,138,530	\$ -	3.68%	0	14.47%
03/18/25	Bank of New York Mellon	06406RBX4	4.890	07/21/28	07/22/26	550,000	553,801	100.65	553,570	(231)	4.39%	52	0.79%
10/20/25	State Street Corp	857477CN1	4.530	02/20/29	08/20/26	550,000	557,348	100.28	551,529	(5,819)	4.47%	81	0.79%
09/13/21	FHLB	3130A8XY4	1.875	09/11/26	09/11/26	300,000	315,528	99.44	298,321	(17,207)	3.86%	103	0.43%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	99.49	298,455	19,191	4.00%	107	0.43%
03/01/23	Pepsico Inc	713448DN5	2.375	10/06/26	10/06/26	450,000	414,180	99.43	447,433	33,253	4.00%	128	0.64%
10/20/25	Morgan Stanley	61748UAK8	4.133	10/18/29	10/22/26	625,000	625,200	98.83	617,675	(7,525)	4.63%	144	0.88%
03/19/25	US Bank NA	90331HPP2	4.507	10/22/27	10/22/26	625,000	623,150	100.06	625,362	2,212	4.34%	144	0.89%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,469	99.20	2,083,184	96,715	3.76%	168	2.97%
01/13/22	FHLB	3130A9YY1	2.125	12/11/26	12/11/26	700,000	720,419	99.12	693,827	(26,592)	3.81%	194	0.99%
04/14/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	1,500,000	1,503,375	100.14	1,502,038	(1,337)	3.82%	283	2.14%
01/31/23	Treasury Note	912828ZE3	0.625	03/31/27	03/31/27	3,750,000	3,401,865	97.40	3,652,441	250,576	3.80%	304	5.21%
05/11/23	Chevron Corp	166764BX7	1.995	05/11/27	05/11/27	475,000	442,086	98.27	466,766	24,680	3.87%	345	0.67%
10/20/25	Burlington Northern Santa Fe	12189LBA8	3.250	06/15/27	06/15/27	525,000	521,624	99.16	520,603	(1,021)	4.08%	380	0.74%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	4,000,000	3,659,385	96.42	3,856,719	197,334	3.89%	395	5.50%
03/18/25	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	575,000	557,532	98.62	567,084	9,552	4.03%	437	0.81%
03/18/25	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	550,000	540,447	99.37	546,528	6,081	4.04%	441	0.78%
11/07/25	FFCB	3133ETVJ3	3.625	08/27/27	08/27/27	3,150,000	3,153,276	99.54	3,135,515	(17,761)	4.00%	453	4.47%
03/18/25	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	425,000	417,822	99.54	423,046	5,224	4.13%	458	0.60%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	550,000	512,972	98.43	541,351	28,379	4.13%	502	0.77%
05/15/25	General Dynamics Corporation	369550AZ1	2.625	11/15/27	11/15/27	550,000	529,249	98.06	539,335	10,086	4.00%	533	0.77%
03/20/25	Treasury Note	91282CMF5	4.250	01/15/28	01/15/28	4,000,000	4,036,861	100.40	4,015,938	(20,923)	3.99%	594	5.73%
03/18/25	PNC Bank NA	39353RFJ2	3.250	01/22/28	01/22/28	550,000	531,361	98.53	541,932	10,571	4.18%	601	0.77%
03/18/25	Pepsico Inc	713448FL7	3.600	02/18/28	02/18/28	125,000	122,811	99.14	123,925	1,114	4.12%	628	0.18%
03/20/25	FFCB	3133ER4Q1	4.250	02/24/28	02/24/28	3,500,000	3,527,790	100.31	3,510,787	(17,003)	4.06%	634	5.01%
05/13/25	Caterpillar Financial Services	14913UAY6	4.400	03/03/28	03/03/28	525,000	525,546	100.34	526,808	1,262	4.19%	642	0.75%
03/18/25	FHLB	3130ATS57	4.500	03/10/28	03/10/28	3,500,000	3,545,465	100.76	3,526,592	(18,873)	4.05%	649	5.03%
04/01/25	Florida Power & Light CO	341081GK7	5.050	04/01/28	04/01/28	400,000	408,104	101.45	405,812	(2,292)	4.22%	671	0.58%
05/20/25	Qualcomm Incorporated	747525BN2	1.300	05/20/28	05/20/28	500,000	459,890	94.59	472,950	13,060	4.18%	720	0.67%
10/20/25	FFCB	3133ERGL9	4.500	06/07/28	06/07/28	485,000	497,047	100.85	489,130	(7,917)	4.06%	738	0.70%
03/18/25	Public Service Electric And Gas	74456QBX3	3.650	09/01/28	09/01/28	150,000	145,974	98.50	147,756	1,782	4.35%	824	0.21%
09/17/24	Citibank NA	17325FBB3	5.803	09/29/28	09/29/28	615,000	646,834	103.39	635,823	(11,011)	4.26%	852	0.91%
03/18/25	Treasury Note	91282CDF5	1.375	10/31/28	10/31/28	4,000,000	3,644,531	93.93	3,757,188	112,657	4.03%	884	5.36%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 05/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/18/25	Abbvie Inc	00287YBF5	4.250	11/14/28	11/14/28	550,000	546,865	99.98	549,879	3,014	4.26%	898	0.78%
10/20/25	FHLB	3130AXQK7	4.750	12/08/28	12/08/28	300,000	310,872	101.54	304,616	(6,256)	4.10%	922	0.43%
03/18/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	600,000	549,204	94.51	567,043	17,839	4.21%	924	0.81%
06/16/25	Cisco Systems Inc	17275RBR2	4.850	02/26/29	02/26/29	525,000	534,938	101.46	532,660	(2,278)	4.28%	1002	0.76%
03/18/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	03/01/29	550,000	534,221	98.44	541,399	7,178	4.31%	1005	0.77%
05/28/25	Pfizer Inc	717081ET6	3.450	03/15/29	03/15/29	575,000	557,089	97.81	562,410	5,321	4.29%	1019	0.80%
03/20/25	Treasury Note	91282CEE7	2.375	03/31/29	03/31/29	4,000,000	3,769,439	95.56	3,822,500	53,061	4.04%	1035	5.46%
04/24/26	FFCB	3133EWKU3	3.750	04/09/29	04/09/29	1,600,000	1,594,931	99.15	1,586,435	(8,496)	4.07%	1044	2.26%
03/18/25	Target Corporation	87612EBH8	3.375	04/15/29	04/15/29	550,000	528,000	97.59	536,750	8,750	4.27%	1050	0.77%
03/18/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	425,000	430,699	101.55	431,572	873	4.44%	1080	0.82%
10/20/25	Comcast Corporation	20030NEH0	5.100	06/01/29	06/01/29	525,000	545,874	101.98	535,385	(10,489)	4.30%	1097	0.76%
10/20/25	John Deere Capital Corp	24422EXT1	4.850	06/11/29	06/11/29	525,000	541,979	101.52	532,964	(9,015)	4.31%	1107	0.76%
03/18/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	550,000	553,278	100.68	553,767	489	4.42%	1172	0.79%
03/18/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	600,000	555,630	94.72	588,316	12,686	4.21%	1173	0.81%
03/25/25	FHLMC Reference Notes	3134A3U46	6.750	09/15/29	09/15/29	750,000	831,548	108.04	810,277	(21,271)	4.11%	1203	1.16%
03/19/25	FNMA Benchmark Note	31359MFJ7	7.125	01/15/30	01/15/30	3,500,000	3,947,160	110.02	3,850,651	(96,509)	4.12%	1325	5.50%
04/17/26	Prudential Financial Inc	74432QCG8	2.100	03/10/30	03/10/30	550,000	512,424	92.08	506,437	(5,987)	4.40%	1379	0.72%
03/18/25	Duke Energy Carolinas	26442CBP8	4.850	03/15/30	03/15/30	425,000	428,111	101.18	430,002	1,891	4.51%	1384	0.61%
04/17/26	MetLife Inc	59156RBZ0	4.550	03/23/30	03/23/30	550,000	558,762	100.57	553,128	(5,634)	4.38%	1392	0.79%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	550,000	504,391	94.03	517,159	12,768	4.39%	1415	0.74%
04/17/26	Lowes Corporation	540424AT5	3.200	05/15/30	05/15/30	550,000	527,862	95.03	522,660	(5,202)	4.59%	1445	0.75%
04/17/26	Lockheed Martin Corporation	539830CL1	4.400	08/15/30	08/15/30	550,000	555,549	99.74	548,561	(6,988)	4.47%	1537	0.78%
04/17/26	Apple Inc	037833ED8	1.650	02/08/31	02/08/31	550,000	496,028	89.13	490,192	(5,836)	4.23%	1714	0.70%
	Subtotal					\$ 70,588,530	\$ 69,460,590	\$	\$ 70,068,716	\$ 608,126	4.02%	613	100.00%
	PFC Bank Balance						4,848,336						
	TOTAL					\$ 74,308,926							

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 05/31/26

[illegible]

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
05/01/26-05/31/26

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrpt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	-	-	-	-	-	-	-
FHLB	NOTE	3130A8XY4	1.875	09/11/26	781.25	-	-	1,250.00	468.75	(259.24)	209.51
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	862.50	-	-	1,425.00	562.50	519.84	1,082.34
Pepsico Inc	NOTE	713448DN5	2.375	10/06/26	742.19	-	-	1,632.81	890.62	831.09	1,721.71
Treasury Note	NOTE	912828U24	2.000	11/15/26	19,375.69	21,000.00	-	1,940.22	3,564.53	2,738.89	6,303.42
FHLB	NOTE	3130A9YY1	2.125	12/11/26	5,784.72	-	-	7,024.31	1,239.59	(346.67)	892.92
FHLB	NOTE	3130B5K64	4.000	03/10/27	8,500.00	-	-	13,500.00	5,000.00	(147.81)	4,852.19
Treasury Note	NOTE	912828ZE3	0.625	03/31/27	1,985.14	-	-	3,970.29	1,985.15	9,529.69	11,514.84
Chevron Corp	NOTE	166764BX7	1.995	05/11/27	4,474.90	4,738.13	-	526.46	789.69	688.84	1,478.53
Burlington Northern Santa Fe	NOTE	12189LBA8	3.250	06/15/27	6,445.83	-	-	7,867.71	1,421.88	170.49	1,592.37
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	6,685.08	-	-	8,397.79	1,712.71	10,686.48	12,399.19
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	3,641.67	-	-	5,007.29	1,365.62	607.95	1,973.57
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	4,063.89	-	-	5,668.06	1,604.17	330.95	1,935.12
FFCB	NOTE	3133ETVJ3	3.625	08/27/27	20,300.00	-	-	29,815.63	9,515.63	(151.90)	9,363.73
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	2,656.25	-	-	3,984.38	1,328.13	244.16	1,572.29
Unitedhealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	721.11	-	-	2,073.19	1,352.08	715.48	2,067.56
US Bank NA	NOTE	90331HPP2	4.507	10/22/27	704.22	-	-	3,051.61	2,347.39	59.60	2,406.99
General Dynamics Corporation	NOTE	369550AZ1	2.625	11/15/27	6,657.29	7,218.75	-	641.67	1,203.13	692.49	1,895.62
Treasury Note	NOTE	91282CMF5	4.250	01/15/28	49,779.01	-	-	64,337.02	14,558.01	(1,184.94)	13,373.07
PNC Bank NA	NOTE	39353RFJ2	3.250	01/22/28	4,915.63	-	-	6,405.21	1,489.58	546.61	2,036.19
Pepsico Inc	NOTE	713448FL7	3.600	02/18/28	912.50	-	-	1,287.50	375.00	62.60	437.60
FFCB	NOTE	3133ER4Q1	4.250	02/24/28	27,684.03	-	-	40,079.86	12,395.83	(792.72)	11,603.11
Caterpillar Financial Services	NOTE	14913UAY6	4.400	03/03/28	3,721.67	-	-	5,646.67	1,925.00	(16.23)	1,908.77
FHLB	NOTE	3130ATS57	4.500	03/10/28	22,312.50	-	-	35,437.50	13,125.00	(1,273.53)	11,851.47
Florida Power & Light CO	NOTE	341081GK7	5.050	04/01/28	1,683.33	-	-	3,366.67	1,683.34	(225.32)	1,458.02
Qualcomm Incorporated	NOTE	747525BN2	1.300	05/20/28	2,906.94	3,250.00	-	198.61	541.67	1,115.20	1,656.87
FFCB	NOTE	3133ERGL9	4.500	06/07/28	8,730.00	-	-	10,548.75	1,818.75	(382.05)	1,436.70
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	7,470.83	-	-	9,712.08	2,241.25	(94.85)	2,146.40
Public Service Electric And Gas	NOTE	74456QBX3	3.650	09/01/28	912.50	-	-	1,368.75	456.25	97.25	553.50
Citibank NA	NOTE	17325FBB3	5.803	09/29/28	3,172.31	-	-	6,146.34	2,974.03	(686.75)	2,287.28
Treasury Note	NOTE	91282CDF5	1.375	10/31/28	149.46	-	-	4,782.61	4,633.15	8,335.50	12,968.65
Abbvie Inc	NOTE	00287YBF5	4.250	11/14/28	10,843.40	11,687.50	-	1,103.82	1,947.92	71.52	2,019.44
FHLB	NOTE	3130AXQK7	4.750	12/08/28	5,660.42	-	-	6,847.92	1,187.50	(289.41)	898.09

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
05/01/26-05/31/26

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrpt For Period	Adjusted Total Int. Earned
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	4,465.00	-	-	5,415.00	950.00	1,136.38	2,086.38
State Street Corp	NOTE	857477CN1	4.530	02/20/29	4,913.79	-	-	6,990.04	2,076.25	(183.85)	1,892.40
Cisco Systems Inc	NOTE	17275RBR2	4.850	02/26/29	4,597.40	-	-	6,719.27	2,121.87	(224.34)	1,897.53
Union Pacific Corporation	NOTE	907818FB9	3.700	03/01/29	3,391.67	-	-	5,087.50	1,695.83	332.90	2,028.73
Pfizer Inc	NOTE	717081ET6	3.450	03/15/29	2,534.79	-	-	4,187.92	1,653.13	393.37	2,046.50
Treasury Note	NOTE	91282CEE7	2.375	03/31/29	8,046.45	-	-	16,092.90	8,046.45	4,904.42	12,950.87
FFCB	NOTE	3133EWKU3	3.750	04/09/29	2,520.83	-	1,302.08	8,666.67	4,843.76	136.56	4,980.32
Target Corporation	NOTE	87612EBH8	3.375	04/15/29	825.00	-	-	2,371.88	1,546.88	450.20	1,997.08
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	9,798.61	10,625.00	-	944.44	1,770.83	(114.29)	1,656.54
Comcast Corporation	NOTE	20030NEH0	5.100	06/01/29	11,156.25	13,387.50	-	-	2,231.25	(481.71)	1,749.54
John Deere Capital Corp	NOTE	24422EXT1	4.850	06/11/29	9,902.08	-	-	12,023.96	2,121.88	(388.82)	1,733.06
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	5,399.17	-	-	7,530.42	2,131.25	(62.01)	2,069.24
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	3,050.00	-	-	4,270.00	1,220.00	838.75	2,058.75
FHLMC Reference Notes	NOTE	3134A3U46	6.750	09/15/29	6,468.75	-	-	10,687.50	4,218.75	(1,520.46)	2,698.29
Morgan Stanley	NOTE	61748UAK8	4.133	10/18/29	932.80	-	-	3,085.40	2,152.60	(4.18)	2,148.42
FNMA Benchmark Note	NOTE	31359MFJ7	7.125	01/15/30	73,427.08	-	-	94,208.33	20,781.25	(8,021.77)	12,759.48
Prudential Financial Inc	NOTE	74432QCQ8	2.100	03/10/30	1,636.25	-	-	2,598.75	962.50	805.20	1,767.70
Duke Energy Carolinas	NOTE	26442CBP8	4.850	03/15/30	2,633.82	-	-	4,351.53	1,717.71	(51.97)	1,665.74
Metlife Inc	NOTE	59156RBZ0	4.550	03/23/30	2,641.53	-	-	4,726.94	2,085.41	(186.02)	1,899.39
Home Depot Inc	NOTE	437076CB6	2.700	04/15/30	660.00	-	-	1,897.50	1,237.50	762.79	2,000.29
Lowes Corporation	NOTE	540424AT5	3.200	05/15/30	8,115.56	8,800.00	-	782.22	1,466.66	453.33	1,919.99
Lockheed Martin Corporation	NOTE	539830CL1	4.400	08/15/30	5,108.89	-	-	7,125.56	2,016.67	(107.06)	1,909.61
Apple Inc	NOTE	037833ED8	1.650	02/08/31	2,092.29	-	-	2,848.54	756.25	937.01	1,693.26
Subtotal					\$ 419,554.27	\$ 80,706.88	\$ 1,302.08	\$ 507,658.00	\$ 167,508.53	\$ 31,997.64	\$ 199,506.17
CASH EQUIVALENTS											
Dreyfus Trsy Sec CM Investor	Subtotal				-	32,975.53	-	-	32,975.53	-	32,975.53
					\$ -	\$ 32,975.53	\$ -	\$ -	\$ 32,975.53	\$ -	\$ 32,975.53
TOTAL					\$ 419,554.27	\$ 113,682.41	\$ 1,302.08	\$ 507,658.00	\$ 200,484.06	\$ 31,997.64	\$ 232,481.70

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

Monthly Performance										Fiscal YTD Performance (July 2025 - May 2026)				
MAY 2026										F	G	H	I	J
A	B	C	D	E										
Actual \$ May 2026	Budget May 2026	Actual \$ Prior Year May 2025	Note	Variance Actual Vs. Budget										
					OPERATING ACTIVITY									
					CASH RECEIPTS FROM OPERATIONS									
1	\$398,418	\$440,000			Landing/Fuel Fees	\$4,983,290	\$4,660,000	\$5,652,695	(2)				\$303,290	
2	2,633,925	2,893,421	(2)	(\$41,582)	Parking Fees	29,634,141	30,556,585	31,978,777	(3)				(922,444)	
3	1,498,009	1,431,895	(3)	(259,496)	Rental/Concession Receipts - Terminal Building	16,604,111	15,296,937	16,869,090	(4)				1,307,274	
4	1,681,343	1,364,272	(4)	66,114	Rental Receipts - Other Buildings	15,790,958	15,006,996	15,411,698	(5)				783,962	
5	309,680	333,750	(5)	317,071	Ground Transportation	3,599,434	3,531,249	3,951,558	(6)				68,185	
6	43,534	112,500	(6)	(24,070)	Other Receipts	2,033,028	1,237,500	2,037,064	(7)				795,528	
7	690,830	666,250	(7)	(68,966)	Investment Receipts - Treasurer/Other Interest Earned	9,613,085	7,328,750	4,066,503	(8)				2,284,335	
8	\$7,255,739	\$7,242,088	(8)	24,580		\$82,238,047	\$77,617,917	\$79,967,385	(1)				\$4,620,130	
9					CASH DISBURSEMENTS FROM OPERATIONS									
10	(\$108,370)	(\$162,994)	(10)	\$54,624	Administrative Supplies & Costs	(\$1,348,690)	(\$1,584,756)	(\$1,381,027)	(10)				\$236,066	
11	(477,074)	(483,704)	(11)	6,630	Operating Supplies & Maintenance	(4,228,709)	(4,960,671)	(4,043,642)	(11)				731,962	
12	(3,979,660)	(4,435,264)	(12)	455,604	Contractual Operating Costs	(34,273,682)	(37,249,270)	(31,939,235)	(12)				2,975,588	
13	(143,171)	(549,508)	(13)	406,337	Contractual Professional Services	(6,480,617)	(8,350,925)	(6,167,698)	(13)				1,870,308	
14	(601,777)	(703,194)	(14)	101,417	Wages & Benefits	(8,087,030)	(8,406,606)	(7,370,572)	(14)				319,576	
15	(171,730)	(178,133)	(15)	6,403	Other Operating Costs	(1,282,114)	(1,331,196)	(991,774)	(15)				49,082	
16	0	0	(16)	0	Parking Tax	(3,560,792)	(3,583,929)	(3,549,392)	(16)				23,137	
17	(\$5,481,782)	(\$6,512,797)	(9)	\$1,031,015		(\$59,261,634)	(\$65,467,353)	(\$55,443,340)	(9)				\$6,205,719	
	\$1,773,957	\$729,291		\$1,044,666	INCREASE (DECREASE) IN CASH FROM OPERATIONS	\$22,976,413	\$12,150,564	\$24,524,045					\$10,825,849	
					FACILITY IMPROVEMENT TRANSACTIONS									
					CASH DISBURSEMENTS									
18	(\$27,539)	(\$30,333)	(17)	2,794	Noise Mitigation Program Costs	(\$844,117)	(\$963,667)	(\$519,973)	(17)				119,550	
19	(765,266)	(2,622,000)	(18)	1,856,734	Other Facility Improvement Program Project Costs	(9,442,013)	(13,338,749)	(2,982,805)	(18)				3,896,736	
20	(\$792,805)	(\$2,652,333)		\$1,859,528		(\$10,286,130)	(\$14,302,416)	(\$3,502,778)					\$4,016,286	
21	\$0	\$24,445	(17)	(\$24,445)	CASH RECEIPTS FROM FUNDING SOURCES									
22	14,752	282,065	(19)	(267,313)	FAA Grants - Noise Mitigation Program	\$513,648	\$776,619	\$298,961	(17)				(\$262,971)	
23	0	873,823	(20)	(873,823)	FAA Grants - Facility Improvement Program	14,752	1,571,505	883,937	(19)				(1,556,753)	
24	0	0	(21)	0	Passenger Facility Charge Receipts/Reserves	4,140,494	8,017,816	317,343	(20)				(3,877,322)	
25	\$14,752	\$1,180,333		(\$1,165,581)	Customer Facility Charge Reserves	0	0	109,103	(21)				0	
						\$4,668,894	\$10,365,940	\$1,609,344					(\$5,697,046)	
26	(\$778,053)	(\$1,472,000)		\$693,947	INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS	(\$5,617,236)	(\$3,936,476)	(\$1,893,434)					(\$1,680,760)	
27	\$995,904	(\$742,709)		\$1,738,613	NET INCREASE (DECREASE) IN CASH FROM OPERATIONS	\$17,359,177	\$8,214,088	\$22,630,611					\$9,145,089	

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

	Monthly Performance					MAY 2026					Fiscal YTD Performance (July 2025 - May 2026)						
	A		B		C	D	E	F		G	H	I	J				
	Actual \$	Budget	Actual \$	Prior Year	Actual \$		Variance	Fiscal YTD	Fiscal YTD Budget	Actual \$	Fiscal YTD	Note	Variance				
	May 2026	May 2026	May 2026	May 2025	Actual Vs. Budget	Note	Actual Vs. Budget						Actual Vs. Budget				
28	\$995,904	(\$742,709)	\$4,495,978		\$1,738,613			NET INCREASE (DECREASE) IN CASH FROM OPERATIONS						\$17,359,177	\$8,214,088	\$22,630,611	\$9,145,089
29	REPLACEMENT PASSENGER TERMINAL PROJECT ("RPT")																
	CASH DISBURSEMENTS ¹																
	Replacement Passenger Terminal Project Costs																
	(\$36,099,624)	(\$36,203,141)	(\$28,358,288)	(22)	\$103,517			(\$550,502,558)	(\$565,978,654)	(\$337,583,538)	(22)		\$15,476,096				
30	CASH RECEIPTS FROM FUNDING SOURCES																
	FAA Grants - Replacement Passenger Terminal Project																
31	\$0	\$0	\$0	(23)	\$0			\$34,584,144	\$17,992,312	(23)			\$0				
32	0	0	0	(23)	0			9,501,460	5,085,592	(23)			0				
33	140,478,369	140,478,369	28,021,703	(23)	0			309,767,348	327,422,889	(23)			0				
34	140,478,369	140,478,369	0	(23)	0			140,478,369	140,478,369	0	(23)		0				
	(108,949,000)	(108,949,000)	0	(23)	0			10,000,000	10,000,000	0	(23)		0				
35	\$31,529,369	\$31,529,369	\$28,021,703		\$0			\$504,331,321	\$504,331,321	\$350,500,793			\$0				
36	(\$4,570,255)	(\$4,673,772)	(\$336,585)		\$103,517			(\$46,171,237)	(\$61,647,333)	\$12,917,255			\$15,476,096				
37	(\$3,574,351)	(\$5,416,481)	\$4,159,393		\$1,842,130			(\$28,812,060)	(\$53,433,245)	\$35,547,866			\$24,621,185				

Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project.

Note 2 - Approximately \$109M of the Commercial Paper issued was defeased with the issuance of the 2026 Bonds in May 2026. The remaining \$10M is anticipated to be defeased during FY 2027.

Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project.

Note 2 - Approximately \$109M of the Commercial Paper issued was defeased with the issuance of the 2026 Bonds in May 2026. The remaining \$10M is anticipated to be defeased during FY 2027.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, and personnel.

Facility Improvement Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Noise Mitigation Program.

FY 2026 Replacement Passenger Terminal ("RPT") Project expenditures are primarily funded through federal grants, FAA-approved use of Passenger Facility Charge ("PFC") fees, proceeds from General Airport Revenue Bonds ("GARBs"), and the Commercial Paper Program ("CPP").

The FY 2026 Non-RPT Capital Program expenditures are primarily funded through the following sources:

- FAA-approved PFC program receipts/reserves;
- Grants; and
- Operating Revenues

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the 2012 Bond debt service for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

The adopted FY 2026 budget was premised on an activity level assumption of 6,200,000 annual passengers, reflecting a 5.70% reduction from actual FY 2025 levels. The budgeted passenger activity is allocated monthly based on historical activity and seasonality trends. Passenger count decreased by 9.30% and 3.82% FYTD May when compared to the same period in FY 2025 and the budget, respectively. Overall financial performance in May remains positive to the budget.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget FYTD May. On an accrual basis, operating revenues exceed the budget FYTD May by \$4,065,130. See notes 2 through 8 for additional information regarding operating receipts.

NOTE (2) – Landing/Fuel Fees

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$331,381 FYTD May.

NOTE (3) – Parking Fees

Parking fee revenues performed below the budget forecast FYTD May by \$922,444. Accrual basis Parking Fees are below the budget by \$786,185 FYTD May, primarily due to the decline in passenger activity.

NOTE (4) – Rental/Concession Receipts - Terminal Building

Terminal Building rental/concession receipts exceeded the budget FYTD May partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$1,156,197 FYTD May.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceeded the budget FYTD May partially due to the timing of receipts. Accrual basis Other Building rents are \$504,005 above budget expectations FYTD May due to CPI adjustments.

NOTE (6) – Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation exceeded budget by \$63,042 FYTD May.

NOTE (7) – Other Receipts

Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are \$510,550 ahead of budget FYTD May.

NOTE (8) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments, and individual investment maturities. Accrual basis investment income exceeds the budget by \$2,286,140 FYTD May.

NOTE (9) – Cash Disbursements from Operations

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD May. See additional information on operating disbursement in notes 10 through 16.

NOTE (10) – Administrative Supplies & Costs

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

NOTE (11) – Operating Supplies & Maintenance

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.

NOTE (12) – Contractual Operating Costs

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs.

NOTE (13) – Contractual Professional Services

This line item includes various professional services such as legal, auditing, noise, financial and insurance.

NOTE (14) – Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2023.

NOTE (15) – Other Operating Costs

This line item primarily includes public relations/advertising, air service retention, and license/permit fees.

NOTE (16) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The next remittance, covering the months of April, May, and June 2026, is due July 2026.

NOTE (17) – Noise Mitigation Program

FAA Grants and a PFC match are budgeted to fund the multi-year Part 150 Update project. This project commenced Q3 FY 2024 and is ongoing.

NOTE (18) – Other Facility Improvement Program Projects

Other Facility Improvement Program Project costs on a cash basis are on track with the budget FYTD May.

NOTE (19) – FAA Grants – Facility Improvement Program Projects

FAA Grants and a PFC match are budgeted to fund the design services for the Taxiway A and C extensions project.

NOTE (20) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the construction of the Runway and Taxiway Shoulder Rehabilitation, continued design efforts for the southeast quadrant of the Airport, design services for the Taxiway A and C extensions project, acquisition of an Airport Pavement Management System, update to the Airport Layout Plan, and the Part 150 Update project.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

NOTE (21) – Customer Facility Charge Reserves

The Regional Intermodal Transportation Center ("RITC") Art in Public Places capital project was funded by Customer Facility Charge Reserves and completed December 2024.

NOTE (22) – Replacement Passenger Terminal Project

The Authority programmed appropriations in the amount of \$590,756,795 for development of the multi-year RPT program. RPT costs on a cash basis are below budget expectations FYTD May by \$15,476,096 primarily due to the timing of payments. The majority of cash expenditures FYTD May are related to Holder, Pankow, TEC JV (\$505,341,526), inclusive of retention payments to the escrow bank, Jacobs Project Management Co. (\$14,482,452), and the City of Burbank Water and Power Aid-in-Construction Deposits for the community substation (\$26,677,540).

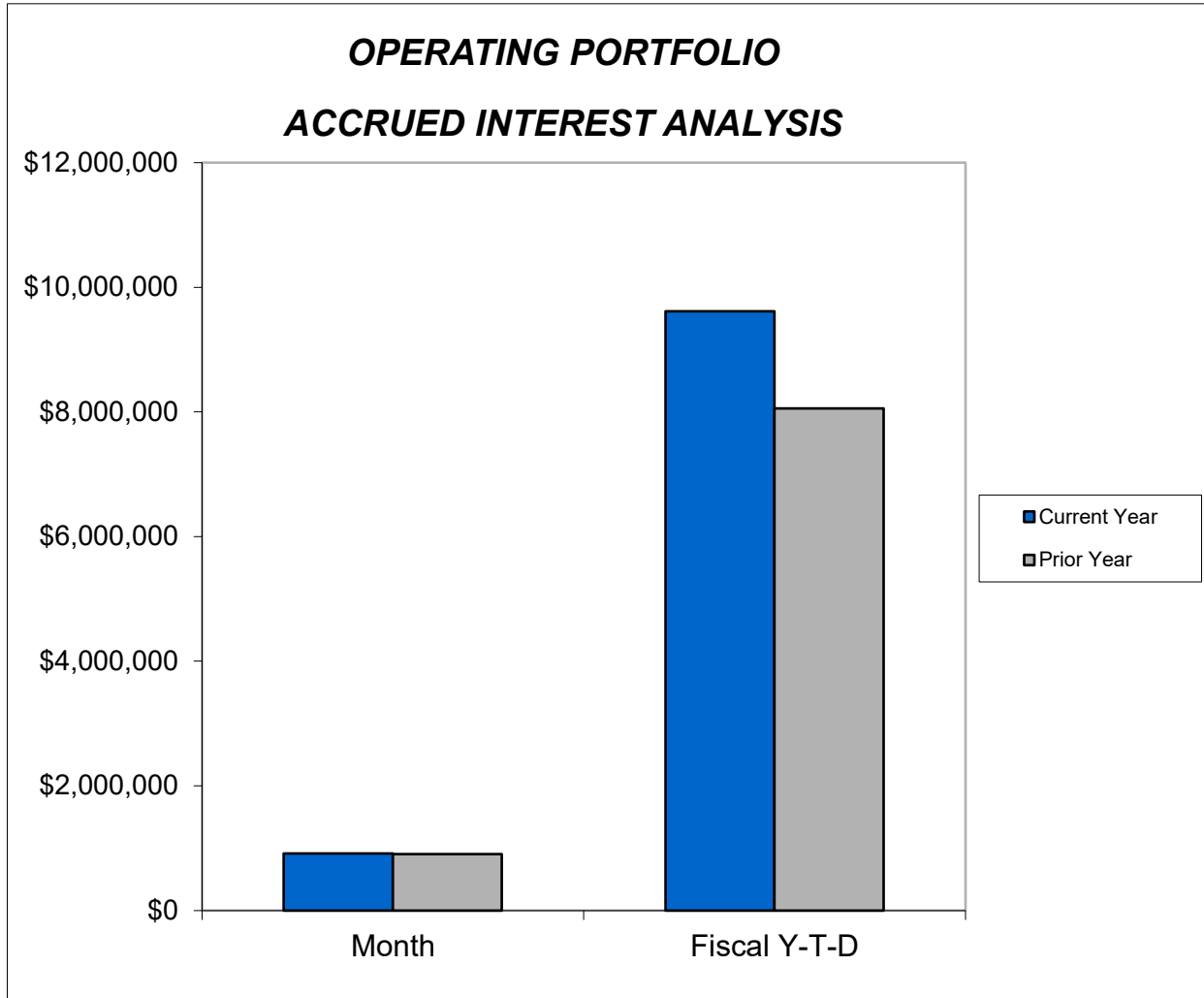
NOTE (23) – Replacement Passenger Terminal Project Funding Sources

Includes funding sources specifically approved for reimbursement of certain eligible RPT expenses, which include FAA grant awards, FAA approved Passenger Facility Charge fees, Revenue Bond reimbursements, and Commercial Paper Program drawdowns (approximately \$109M of the balance has been defeased through the issuance of the 2026 Bonds with the \$10M remaining anticipated to be defeased in FY 2027).

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

					MAY 2026				
Monthly Performance					Fiscal YTD Performance (July 2025 - May 2026)				
A	B	C	D	E	F	G	H	I	J
Actual \$ May 2026	Budget May 2026	Actual \$ Prior Year May 2025	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
36	\$515,895	\$459,333	\$487,307 (1)	\$56,562	\$5,404,159	\$4,840,667	\$5,289,122	(1)	\$563,492
37	75,844	85,914	120,951 (2)	(10,070)	912,060	945,048	1,021,526	(2)	(32,988)
38	(465,735)	(486,037)	(521,545)	20,302	(5,422,189)	(5,346,403)	(5,356,336)		(75,786)
39	<u>\$126,004</u>	<u>\$59,210</u>	<u>\$86,713</u> (3)	<u>\$66,794</u>	<u>\$894,030</u>	<u>\$439,312</u>	<u>\$954,312</u>	(3)	<u>\$454,718</u>
General Comments									
The debt service on the 2012 Revenue Bonds is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.									
On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.									
Note (1) –	<u>Customer Facility Charge ("CFC") Receipts</u>								
	CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.								
Note (2) –	<u>Facility Rent</u>								
	Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses.								
Note (3) –	<u>Net RITC / ConRAC Facility Payments and Collections</u>								
	At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.								
	In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.								

Burbank-Glendale-Pasadena Airport Authority



	May 2026	May 2025
Accrued Interest Revenue - Month	\$913,664	\$905,737
Accrued Interest Revenue - FYTD	\$9,614,890	\$8,056,921
Month End Portfolio Balance (cost)	\$273,213,289	\$297,031,736
Yield to Maturity	3.93%	4.06%

Supplement to the May 2026 Treasurer's Report

FYTD May 2026 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
REPLACEMENT PASSENGER TERMINAL PROJECT (RPT)
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025**

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	May 2026 Cash Expenditures	FYTD 2026 (Jul - May) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
Jacobs Project Management Company (1a)	Program Management Services	\$ 17,632,925	\$ 44,486,048	\$ 1,015,844	\$ 14,482,452	\$ 12,370,671	\$ 32,115,377
Holder, Pankow, TEC JV (1d)	Design Builder	426,715,825	1,115,329,052	34,601,625	482,198,412	183,271,701	932,057,351
Truist Bank (1d)	Design Builder - Retention Escrow Account			61,634	23,143,114		
City of Burbank (5a)	Burbank Water & Power Aid-in-Construction Deposit	22,775,970	49,453,510	-	26,677,540	-	49,453,510
City of Burbank (5b)	Plan Check Services	496,874	496,874	-	-	-	496,874
RPT - Construction / Project Management, Subtotal:		\$ 467,621,594	\$ 1,209,765,484	\$ 35,679,103	\$ 546,501,518	\$ 195,642,372	\$ 1,014,123,112
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	752,737	400,000	39,056	290,831	109,169	1,043,568
Airport Projects (1b)	Technical Support	85,426	-	-	-	-	85,426
ATX (1b)	Technical Support	291,163	1,648,044	84,120	1,020,777	402,479	1,311,940
Conway Consulting (1b)	Technical Support	426,598	150,000	-	105,792	44,208	532,390
Georgino Development (1b)	Strategic Planning Services	200,400	60,000	-	49,800	10,200	250,200
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	602,762	275,000	51,540	114,521	160,479	717,283
Ricondo & Associates (1b)	Financial Feasibility Services	971,428	350,000	60,298	412,329	(62,329)	1,383,757
Geosyntec Consultants (1c)	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Azrial (2)	Consulting Services	1,625	N/A	-	-	N/A	1,625
Fitch Ratings (2)	Rating Agency	35,000	N/A	-	-	N/A	35,000
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	1,298,093	N/A	123,859	445,830	N/A	1,743,923
Camano Consulting Group (1b)	Consulting Services	63,145	174,000	29,000	174,000	-	237,145
DSM, Inc. (1b)	Consulting Services	12,500	N/A	-	-	N/A	12,500
Chapman (2)	Legal Services	70,000	N/A	-	-	N/A	70,000
Geraci (2)	Legal Services	2,000	N/A	-	-	N/A	2,000
Gordon Rees (2)	Legal Services	200	N/A	-	-	N/A	200
McDermott (2)	Legal Services	5,000	N/A	-	-	N/A	5,000
Moody's (2)	Rating Agency	95,900	N/A	-	-	N/A	95,900
Richards, Watson & Gershon (2)	Legal Services	476,324	N/A	9,455	44,604	N/A	520,928
Ring Bender (2)	Legal Services	4,793	N/A	-	-	N/A	4,793
S & P Global Rating (2)	Rating Agency	21,000	N/A	-	145,911	N/A	166,911
THU Legal Consulting (2)	Consulting Services	482,165	280,000	15,570	213,687	66,313	695,852
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
Woodward (2)	Consulting Services	51,000	36,000	3,000	33,000	3,000	84,000
Zions Bancorporation (2)	Consulting Services	5,500	N/A	-	3,000	N/A	8,500
RS&H (3)	Environmental Impact Study (EIS) Services	801,804	AIP / PFC Funded	-	2,132	N/A	803,936
XI-3 Corporation (4)	Consulting Services	91,770	N/A	-	-	N/A	91,770
Barclays Bank (6)	CP Program / LOC Bank	873,817	N/A	-	323,549	N/A	1,197,366
Sumitomo Mitsui (6)	CP Program / LOC Bank	1,124,266	N/A	-	481,174	N/A	1,605,440
Meetings	Various Expenses	30,876	N/A	-	-	N/A	30,876
Licenses/Fees & Other Misc.	Various Expenses	52,498	N/A	4,623	140,103	N/A	192,601
RPT - Professional Services, Subtotal:		\$ 8,943,376	\$ 3,373,044	\$ 420,521	\$ 4,001,040	\$ 733,519	\$ 12,944,416
RPT - GRAND TOTAL		\$ 476,564,970	\$ 1,213,138,528	\$ 36,099,624	\$ 550,502,558	\$ 196,375,891	\$ 1,027,067,528

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOTES TO REPLACEMENT PASSENGER TERMINAL PROJECT SCHEDULE
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025**

- (1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2026 adopted budget includes appropriations of \$590,756,795 for the RPT project.
- (1a) The Jacobs' authorized amount represents the following Commission approved Task Orders against the Professional Services agreement to date:
- Task Order 1 (Development of the Program Operations Manual) - \$1,419,796
 - Task Order 2 (Procurement of Progressive Design Builder) - \$1,125,722
 - Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - \$8,857,765
 - Task Order 4 (Phase 3 Design/Construction Phase Support Services) - \$11,456,998
 - Task Order 5 (Phase 3 Design/Construction Phase Support Services) - \$13,765,895
 - Task Order 6 (Phase 3 Design/Construction Phase Support Services) - \$7,859,872
- (1b) These are multi-year Professional Services contracts for technical, financial, and strategic airport services. These contracts were presented to and approved by the Commission.
- (1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.
- (1d) In December 2022, the Commission approved an estimated \$55,000,000 for Task Order 1 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price (GMP). Actual Phase 1 services were contracted at \$54,244,242 and were completed April 2024.
- To date the Commission approved an additional six (6) Task Orders primarily for general conditions, equipment, and materials for a total of \$1,061,084,810.
- (2) Legal services and professional services to be utilized on an as needed basis.
- (3) RS&H expenditures are for the FAA's Written Re-evaluation of the construction noise section in the Environmental Impact Study as directed by the Ninth Circuit.
- (4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder. Commission approved professional services agreement in July 2022 (NTE \$50,000) which was increased by an amendment in October 2022 to NTE \$96,000.
- (5a) The Authority approved Aid-In-Construction deposits with BWP as follows:
- 1) September 20, 2022 - \$25,000
 - 2) March 7, 2023 - \$50,000
 - 3) June 26, 2023 - \$494,000
 - 4) September 18, 2023 - \$1,411,000
 - 5) June 13, 2024 - \$40,000 (AIC Inspections)
 - 6) August 20, 2024 - \$960,000
 - 7) September 20, 2024 - \$9,457,700
 - 8) October 17, 2024 - \$10,338,270
 - 9) June 16, 2025 - \$225,000
 - 10) August 18, 2025 - \$8,762,570
 - 11) November 17, 2025 - \$17,689,970
- (5b) The Commission approved payment October 2023 in the amount of \$344,124 for a deposit with the City of Burbank for an independent contractor to undertake plan check services. Additional deposits of \$92,750 and \$60,000 were made September 2024 and May 2025, respectively.
- (6) LOC banks for the CP program.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
REPLACEMENT PASSENGER TERMINAL PROJECT (RPT)
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025**

Funding Source	Total Amount	Prior Fiscal Years' Reimbursements	May 2026 Reimbursement	FYTD May 2026 Reimbursement	Total-to-Date Project Reimbursements	Remaining Amount
IIJA-AIG (<i>formulaic</i>)	\$ 32,105,820	\$ 10,225,657	\$ -	\$ 12,076,688	\$ 22,302,345	\$ 9,803,475
IIJA-ATP (<i>competitive</i>)	56,628,000	29,035,753	-	16,462,176	45,497,929	11,130,071
PFC (1)	61,632,719	20,365,768	-	9,501,460	29,867,228	31,765,491
AIP	7,919,617	-	-	6,045,280	6,045,280	1,874,337
2024 Bonds (2)	686,872,190	377,104,842	-	309,767,348	686,872,190	-
2026 Bonds (3)	363,754,691	-	140,478,369	140,478,369	140,478,369	223,276,322
Commercial Paper Program (4)	118,949,000	-	(108,949,000)	10,000,000	10,000,000	-
TOTALS	\$ 1,327,862,037	\$ 436,732,020	\$ 31,529,369	\$ 504,331,321	\$ 941,063,341	\$ 277,849,696

IIJA - Infrastructure Investment and Jobs Act
AIG - Airport Infrastructure Grant

ATP - Airport Terminal Program
PFC - Passenger Facility Charge

Notes:

(1) Includes PFC Applications 21 and 22 in the amount of \$48,338,420 and \$13,294,299, respectively.

(2) Includes interest and dividend earnings to date for 2024 Bonds:

Bond Proceeds Amount	\$ 655,848,684
Accrued Interest and Dividends to Date (Held by Trustee)	31,010,120
Transfers (Closing of Cost of Issuance Fund)	13,386
Total Available Amount	\$ 686,872,190

(3) Includes interest and dividend earnings to date for 2026 Bonds:

Bond Proceeds Amount	\$ 363,393,464
Accrued Interest and Dividends to Date (Held by Trustee)	361,227
Total Available Amount	\$ 363,754,691

(4) The Commercial Paper Program was utilized to fund approximately \$119M in RPT project costs. Approximately \$109M of this balance has been defeased through the May 2026 bond issue. The remaining outstanding Commercial Paper Program balance of \$10M is scheduled to be defeased in FY 2027.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**AWARD OF EXTENSION
LEGISLATIVE REPRESENTATION SERVICE CONTRACT**

Prepared by Pamela Marcello
Senior Director, Government and Public Affairs

SUMMARY

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks a Commission recommendation to authorize the exercise of the first of two one-year extension options for the Legislative Representation Services Contract ("Agreement"), copy attached, with California Public Policy Group ("CPPG").

BACKGROUND

In August 2023, the Commission awarded Renne Public Law LLP (doing business as Renne Public Policy Group) a contract to provide legislative advocacy services in Sacramento on behalf of the Authority. The Agreement included a three-year base term with two one-year extension options. Effective October 1, 2024, the Agreement was assigned to CPPG with the Authority's consent. Compensation under the Agreement is \$8,300 per month and may be adjusted annually based on changes in the Consumer Price Index ("CPI"), up to a maximum increase of five percent per year. CPPG has declined any CPI adjustment and will continue providing services at the current monthly rate. The 3-year base term of the Agreement expires on August 30, 2026.

Pursuant to Section 3(B) of the Agreement, the Authority may, at its sole discretion, exercise two one-year extension options. The proposed exercise of the first extension option will extend the Agreement through August 30, 2027, unless the contract is earlier terminated.

Maintaining a Sacramento advocacy presence ensures the Authority's interests are represented before the Legislature, the Governor's Office, and state agencies. CPPG provides timely legislative and regulatory intelligence, supports the Authority's engagement with state policymakers, and advances the Airport's strategic priorities.

Based on CPPG's satisfactory performance, specialized expertise, and understanding of the Airport's legislative priorities, Staff recommends exercising the first one-year extension option.

BUDGET

Appropriations for these services are included in the adopted FY 2027 budget. The annual cost of the one-year extension is \$99,600, based on the current monthly compensation of \$8,300, subject to approval by the Commission.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the first one-year extension option and authorization for staff to issue the corresponding notice of extension to CPPG in accordance with the terms of the Agreement.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF AMENDMENT NO.1
PROFESSIONAL SERVICES AGREEMENT
TAXIWAY A AND C EXTENSION DESIGN SERVICES**

Prepared by Vincent Nguyen, PE
Director of Engineering

SUMMARY

At its meeting on July 20, 2026, the Operations and Development Committee ("Committee") voted (3–0) to recommend that the Commission approve a proposed Amendment No. 1 ("Amendment"), copy attached, to the Professional Services Agreement ("PSA") with HNTB Corporation ("HNTB") for design of the Taxiway A and C Extension/Construction Projects. The Amendment proposes an increase of \$170,000 to the PSA for design engineering services to cover unforeseen design changes. The Amendment would result in a total contract value not-to-exceed \$3,515,260.

BACKGROUND

On June 2, 2025, the Commission awarded the PSA to HNTB in the amount of \$3,345,260. The scope of work included all required studies and design submittals at the 30%, 60%, 90%, and 100% design milestones. Design services included analysis of existing conditions, drainage, pavement structure, and electrical systems, as well as construction phasing to coordinate with terminal demolition planned by Holder, Pankow, TEC - A Joint Venture.

To date, the project has completed 60% of the design, with \$1,808,753.86 invoiced as of June 5, 2026. During design development, Staff found that the new airfield geometry on the southeast quadrant would necessitate the addition of security cameras and a jet blast deflector. Several security cameras at the legacy terminal building will be removed as part of the demolition project. The Taxiway A and C Extension/Construction Projects will replace those security cameras to monitor the airfield areas. HNTB has submitted a change request of \$70,783 for the study and design of the improvements and the fiber routing to support airport security equipment.

Based on recent analysis of aircraft movements, jet blast deflector(s) will be required to redirect high energy exhaust from a jet engine and protect adjacent areas that will be used by vehicles and pedestrians. The jet blast deflector design is anticipated to cost \$40,000. Staff request an additional \$60,000 contingency for any additional unforeseen changes.

OPERATIONAL IMPACTS

No operational impacts are anticipated as all field investigation for the design is complete. There is ongoing coordination with key project stakeholders, including the Airport departments, airlines, and other impacted tenants, as well as the FAA.

FUNDING

The adopted FY 2027 Budget includes appropriations for the remainder of this design project. The project design cost of \$3,345,260 is funded under PFC Application 23-21, which was approved by the FAA in 2023. The approved PFC amount for the design of the project is \$3,823,661. If the proposed Amendment is approved, the contract amount will be \$3,515,260 and is fully funded through PFC.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Amendment for Taxiway A and C Extension/Construction Projects design services and to authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**AMENDMENT NO. 1 TO SPACE LEASE
AMERICAN NATIONAL RED CROSS**

Prepared by Derrick Cheng
Manager, Business & Properties

SUMMARY

At its meeting on July 20, 2026, the Finance and Administration Committee ("Committee") voted (3-0) to recommend that the Commission approve a proposed Amendment No. 1 ("Amendment") to Space Lease ("Lease"), copy attached, with the American National Red Cross ("Red Cross") to extend the term of the Lease for an additional two years to October 31, 2028, and to revise the Lease to include updated federal requirements.

BACKGROUND

On October 16, 2017, the Authority awarded a Space Lease to the Red Cross for the parking and storage of its vehicles and a mobile unit used for its operations. The area consists of 2,840 square feet of space in the back portion of Hangar 35 along with eight parking spots on the north side of Hangar 35. Hangar 35 is located in the northwest quadrant of the Airport. The Red Cross currently shares Hangar 35 with the Airport Fire Department and the County of Los Angeles Department of Medical Examiner.

The current expiration date for the Lease is October 31, 2026 and in April of this year, the Red Cross reached out to Staff to request a two-year extension with three, one-year extension options.

The proposed Amendment extends the Lease for two years and allows the Executive Director to approve three additional one-year extensions provided that each additional extension option request is submitted in writing as required under the terms of the Lease, and revises the Lease to include updated federal requirements.

The current rent is \$5,402.51 per month. Under the proposed Amendment, the new rent amount will be \$5,564.59 per month and subject to an annual adjustment of 3% on each anniversary of the rental commencement date.

The Red Cross is currently a tenant in good standing and has met all its obligations under the Lease.

DETAILS

Key components of the proposed Amendment are:

<u>Premises:</u>	Hangar 35 (Northwest Quadrant)
<u>Term:</u>	Two-year extension from November 1, 2026, to October 31, 2028
<u>Extension Options:</u>	Three, one-year extension options
<u>Termination:</u>	Six months' prior written notice by either party
<u>Rent:</u>	\$5,564.59 per month; \$66,775.08 per year
<u>Adjustments:</u>	3% increase annually
<u>Other:</u>	Executive Director authorized to approve one-year extension requests

REVENUE IMPACT

The proposed Amendment will increase rental revenues received under the Lease by \$162.08 per month or \$1,944.96 per year.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Amendment and authorize the President to execute same.

AMENDMENT NO. 1 TO LEASE

(Burbank-Glendale-Pasadena Airport Authority / The American National Red Cross)

This Amendment No. 1 ("**First Amendment**") to the October 16, 2017 Lease ("**Lease**") executed by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a California joint powers agency ("**Landlord**"), and **THE AMERICAN NATIONAL RED CROSS**, a nonprofit corporation and Federally chartered instrumentality of the United States ("**Tenant**"), is dated _____, 2026 for reference purposes.

RECITALS

A. Landlord and Tenant executed the Lease for the premises located within Hangar 35 at the Bob Hope Airport, as more particularly described in Exhibit A to the Lease.

B. Landlord and Tenant desire to amend the Lease to: (i) extend the Lease term; (ii) update the amount of rent to be paid; and (iii) update the federal requirements.

NOW, THEREFORE, the parties agree as follows:

1. **Capitalized Terms.** Unless otherwise defined in this First Amendment, all capitalized terms shall have the same meaning as defined in the Lease.

2. **Extension of Term; Option to Further Extend.** The Lease shall expire on October 31, 2028 unless earlier terminated pursuant to Section 2.3 or 12 of the Lease, or unless extended as provided herein. Tenant may propose to extend the term for three consecutive one-year terms by giving the Executive Director of Landlord a written request for extension at least six months prior to the end of the then-current term. The Executive Director of Landlord has sole discretion to approve Tenant's request to further extend the Lease term, and no such extension shall be effective unless it is approved in writing by the Executive Director. Any request to extend the Lease term shall be deemed approved once approved by Landlord's Executive Director and no further approval by Landlord's Commission is necessary.

3. **Amendment of Section 3; Rent.** Commencing on November 1, 2026, Tenant shall pay to Landlord as monthly base rent the sum of Five Thousand Five Hundred Sixty-Four and 59/100 Dollars (\$5,564.59) ("**Monthly Base Rent**"), on the first (1st) day of each calendar month. The Monthly Base rent shall be increased, on a cumulative basis, by three percent (3%), on November 1st of each year, commencing on November 1, 2027.

4. **Federal Requirements; Substitution of Exhibit B-1.** The attached Exhibit B-1 is substituted for Exhibit B of the Lease. All references in the Lease to Exhibit B shall be deemed to refer to the attached Exhibit B-1.

5. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

6. **Preservation of Lease.** Except as expressly modified by this First Amendment, all of the provisions of the Lease shall remain unaltered and in full force and effect. In the event of a

conflict between the provisions of this First Amendment and the provisions of the Lease, the provisions of this First Amendment shall control.

7. **Effective Date.** This First Amendment shall be effective upon execution.

TO EXECUTE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below.

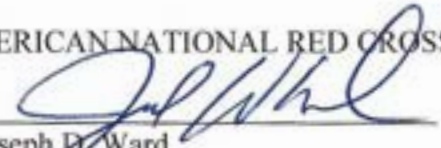
LANDLORD:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY,
a joint powers authority

By: _____
Print Name: _____
Title: _____

TENANT:

THE AMERICAN NATIONAL RED CROSS

By:  _____
Joseph D. Ward
Executive Director, Real Estate Services

Approved as to form:

Richards Watson & Gershon
A Professional Corporation

Exhibit B-1

GENERAL FEDERAL PROVISIONS

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Tenant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Tenants, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

B. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant"), agrees as follows:

1. Compliance with Regulations: The Tenant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Tenant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Tenant of the Tenant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Tenant is in the exclusive possession of another who fails or refuses to

furnish the information, the Tenant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Tenant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Tenant under the contract until the Tenant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Tenant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Tenant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

3. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program

A. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

4. Construction/Use/Access to Real Property Acquired Under the Airport Improvement Program

A. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**NON-EXCLUSIVE PEER-TO-PEER VEHICLE SHARING LICENSE AGREEMENT
TURO, INC.**

Prepared by Derrick Cheng
Manager, Business & Properties

SUMMARY

At its meeting on July 20, 2026, the Finance and Administration Committee ("Committee") voted (3-0) to recommend that the Commission approve a proposed Non-Exclusive Peer-To-Peer Vehicle Sharing License Agreement ("License Agreement"), copy attached, with Turo, Inc. ("Turo") to provide authorized access to the Airport for Turo to conduct its commercial business in Lot G located in the Southeast Quadrant of the Airport.

BACKGROUND

Founded in 2010 and inspired by online marketplaces like Airbnb, Turo developed a platform to allow private car owners the ability to rent out their vehicles through its online and mobile interface.

Turo currently operates nationwide and is licensed to operate at 175 airports including Los Angeles International Airport, Long Beach Airport, Ontario International Airport, San Francisco International Airport, and Denver International Airport.

The proposed License Agreement grants Turo the non-exclusive right to operate its Peer-To-Peer Vehicle Sharing Operation that enables Turo's host and renters to deliver or receive shared vehicles in Lot G only. The term of License Agreement is for three years with an option to be renewed for one-year periods provided Turo submits an extension request in writing 90 days in advance of the expiration date.

Monthly rent will be 10% of the monthly gross revenue. This percentage rent is consistent with other airports in the Southern California region. Additionally, Turo's host and/or renter are responsible for all parking fees associated with the use of Lot G.

Through a reference check, Turo is in good standing and current with its payment to various airports that it operates at.

DETAILS

Key components of the proposed License Agreement are:

<u>Premises:</u>	Lot G (located in the Southeast Quadrant)
<u>Term:</u>	Three years
<u>Extension Options:</u>	One-year extension options
<u>Termination:</u>	Thirty-days' prior written notice by either party

-1-

<u>Rent:</u>	10% of Turo's monthly gross revenue
<u>Other:</u>	Executive Director authorized to approve one-year extension requests

REVENUE IMPACT

The proposed License Agreement is a new revenue source which will be monitored to ensure the Authority is receiving 10% of Turo's monthly gross revenue.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed License Agreement and authorize the President to execute same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**AMENDMENT TO LEASE NOS. LCA01775 & LCA02701
GENERAL SERVICES ADMINISTRATION**

Prepared by Derrick Cheng
Manager, Business & Properties

SUMMARY

At its meeting on July 20, 2026, the Finance and Administration Committee (“Committee”) voted (3–0) to recommend that the Commission approve proposed Lease Amendments (“Amendments”) with the General Services Administration (“GSA”) to comply with the language modification mandated under Executive Order No. 14398. The Lease Amendments are for the 2011 Hangar Lease and the 2023 Terminal Space Lease executed by the Authority and GSA.

BACKGROUND

On May 16, 2011, GSA was awarded a fifteen-year Hangar Lease for Hangar 34 for the purpose of housing a modular office unit. Hangar 34 is located in the northwest quadrant of the Airport and is comprised of 40,344 square feet of hangar space. The Hangar Lease has been amended to extend the term through May 25, 2027, to allow staff additional time for the completion of the new long-term contract and to accommodate GSA’s internal procedures for approval.

On May 15, 2023, the Commission approved a Terminal Space Lease with GSA on behalf of the Transportation Security Administration (“TSA”) for 3,500 square feet of exclusive use office space in the east concourse of the Airport. This contract will expire upon the opening of the Replacement Passenger Terminal and closure of the existing Terminal.

On June 12, 2026, Staff received Lease Amendments from GSA which incorporate language required under Executive Order 14398 regarding contractual requirements involving Diversity, Equity and Inclusion practices by federal contractors.

REVENUE IMPACT

The proposed Lease Amendments do not have an impact on the terms of the contracts or the rental revenue derived from them which is currently \$930,955 per year for the Hangar Lease and \$147,770 per year for the Terminal Space Lease.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Lease Amendments with GSA and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**FOURTH AMENDMENT TO LEASE AGREEMENT
HERC RENTALS, INC.**

Prepared by Scott Kimball
Deputy Executive Director, Business Development

SUMMARY

At its meeting on August 5, 2026, the Executive Committee ("Committee") voted (3–0) to recommend that the Commission approve a proposed Amendment No. 4 ("Fourth Amendment") to the Lease Agreement ("Lease") between Herc Rentals, Inc. ("HERC") and the Authority to increase the rent credit from \$582,000 to \$980,000 for the cost of construction and installation of a block wall along a portion of HERC's leasehold perimeter per the terms of the Third Amendment to the Lease.

BACKGROUND

In December 2010, HERC assumed the business interest of 24/7 Studio Equipment, Inc. ("24/7 SEI"), which had been a tenant at the Airport since 2006. The leased premises that 24/7 SEI assigned to HERC include the buildings and land located at 3111 North Kenwood Avenue, in Burbank.

HERC is a specialty equipment rental company that provides boom lifts, scissor lifts, forklifts and related construction and industrial equipment to production and construction crews of television and motion picture studios in Southern California.

The Lease has been amended three times, with Amendment No. 1 dated February 21, 2017, to extend the term for a five-year period, Amendment No. 2 dated May 17, 2021, to extend the term for an additional five-year period, and Amendment No. 3 dated April 20, 2026. The Authority desires that HERC complete a block wall along the southern and western boundary of its leasehold which is immediately adjacent to the access roadway that enters the Replacement Passenger Terminal ("RPT") and parking structure for safety purposes. Installation of the block wall will provide safety benefits by creating a barrier between the RPT roadway and HERC's adjacent operations. Amendment No. 3 extended the term in exchange for HERC applying to the City of Burbank ("City") by April 21, 2026, for a building permit to construct and install the block wall. Amendment No. 3 also established a rent credit for the construction and installation of the block wall and updated the federal requirements. The Lease is currently set to expire on February 29, 2032.

The wall will be a concrete masonry unit block wall that is approximately 631 linear feet, 10 feet finished height, and will include anti-graffiti coating. Additionally, HERC will paint the block wall and southern wall of its building to match the paint scheme of the adjacent RPT parking structure. Location, elevation and scope of work for the wall are included in Exhibit E to the Lease, which was added by Amendment No. 3.

-1-

After Amendment No. 3 was approved, HERC commenced the permitting process with the City. During the review, the City required several changes to the scope of work to meet building code requirements. This included larger wall footings to support the 10 feet finished height and footings placement to ensure that the wall structure does not penetrate Airport property. HERC notified Staff of the increase in cost based on the required changes in scope of work during the permit review and requested another amendment to the Lease to reflect the significant increase in cost and corresponding rent credit. HERC received its building permit in July 2026.

DETAILS

Key components of the Lease and proposed Fourth Amendment are as follows:

<u>Premises:</u>	3111 North Kenwood Ave. Burbank, CA 91505
<u>Use:</u>	Storage and rental of construction and industrial equipment to television and motion picture studios in Southern California
<u>Term:</u>	Lease term extension from February 29, 2032, to February 28, 2037 subject to written notice delivered to the Authority by February 28, 2031
<u>Termination:</u>	Authority has sole discretion to terminate the Lease upon 12 months' prior written notice
<u>Rent:</u>	\$95,672.17 monthly / \$1,148,066.04 annually
<u>Improvements:</u>	Construction of a 631 linear feet, 10 feet finished block wall as a barrier between RPT access road and HERC operational area with anti-graffiti coating.
<u>Rent Credit:</u>	Up to \$980,000
<u>Adjustment:</u>	Annually; the greater of 3% or 120% of CPI, up to a maximum of 4%
<u>Others:</u>	HERC is responsible for expenses related to occupancy including maintenance, utilities, insurances, and applicable taxes

IMPACT ON REVENUE

Upon exhaustion of the available rent credit, the proposed Fourth Amendment will increase non-aviation revenues by \$34,441 per year, subject to annual rental adjustments in future years.

RECOMMENDATION

At its meeting on August 5, 2026, the Committee voted (3–0) to recommend that the Commission approve a proposed Fourth Amendment to the Lease with HERC and authorize the President to execute the same.

FOURTH AMENDMENT TO LEASE AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Herc Rentals Inc.)

This Fourth Amendment ("Fourth Amendment") is entered into on this 17th day of August 2026, by and between the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY** ("Landlord"), a California joint powers agency, and **HERC RENTALS INC.** ("Tenant"), a Delaware corporation.

RECITALS

WHEREAS, Landlord and 24/7 Studio Equipment, Inc. ("24/7 SEI") executed that certain lease dated January 17, 2006 ("Lease"), for the property commonly known as **3111 Kenwood Street, Burbank, California** ("Leased Premises").

WHEREAS, 24/7 SEI assigned the Lease to Tenant (formerly known as Hertz Equipment Rental Corporation) pursuant to authorization granted by a December 6, 2010 Conditional Consent To Assignment of Lease executed by Landlord.

WHEREAS, the Lease has been amended three times as follows (collectively, the "Prior Amendments"):

1. Amendment No. 1 dated February 21, 2017 to: (i) extend the term; (ii) adjust the rent; (iii) remove the requirement for Landlord to issue a Certificate of Approval for each Material Plan Change; (iv) require Tenant to deliver a new letter of credit or amendment; and (v) set forth broker requirements.
2. Amendment No. 2 dated May 17, 2021 to: (i) extend the term; and (ii) adjust the rent.
3. Amendment No. 3 dated April 20, 2026: to (i) extend the term; (ii) require Tenant to construct and install a block wall; (iii) establish a rent credit for the construction and installation of the block wall; and (iv) update the federal requirements.

WHEREAS, Landlord and Tenant desire to further amend the Lease to: increase the rent credit for the construction and installation of the block wall.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment of Section 3.1.5.** The first paragraph and paragraph 3.1.5.5 of Section 3.1.5 (Credit for Block Wall) of the Lease are amended to read as follows (no change to other paragraphs of Section 3.1.5.):

"3.1.5 Credit for Block Wall. After Tenant constructs and installs the Block Wall, Tenant shall receive a credit ("**Block Wall Rent Credit**") up to \$980,000 for the cost of completing the construction and installation of the Block Wall as defined in Sections 3.1.5.1 and 6.2.1. Monthly base rent shall be offset against the Block Wall Rent Credit and Tenant shall pay no monthly base rent until the Block Wall Rent Credit is fully exhausted, subject to the provisions of this Section 3.1.5. When the remaining balance of the Block Wall Rent Credit becomes less than the amount

of monthly base rent due, Tenant shall pay Landlord the difference between the remaining balance of the Block Wall Rent Credit and monthly base rent due.

3.1.5.5 Calculation of Block Wall Rent Credit. Within sixty (60) days of the completion of the Block Wall, Tenant shall submit to Landlord an itemized statement, with sufficient detail, of Tenant's actual direct out-of-pocket cost for the Block Wall ("**Block Wall Cost**"). The statement shall contain the content and certification prescribed for a statement of costs for New Improvements under Section 6.1.9. Tenant shall also submit such supporting documentation as Landlord may reasonably require. The total amount of the Block Wall Rent Credit shall be the lesser of: (i) the Block Wall Cost, or (ii) \$980,000."

2. **Counterparts.** This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

3. **Preservation of Lease.** Except as expressly modified by this Fourth Amendment, all of the provisions of the Lease (as amended by the Prior Amendments) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the provisions of the Lease (as amended by the Prior Amendments), the provisions of this Fourth Amendment shall control.

4. **Effective Date.** This Fourth Amendment shall be effective on August 17, 2026.

TO EXECUTE THIS FOURTH AMENDMENT, the parties have caused their duly authorized representatives to sign below.

Herc Rentals Inc.

By: Anne Marie Burchill

By: _____

Print Name: Anne Marie Burchill

Print Name: _____

☐ Chairperson ☐ President ☒ Vice President

☐ Secretary ☐ Asst. Secretary

☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

Tyron Hampton, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**RATIFICATION OF TEMPORARY CONSTRUCTION
ACCESS EASEMENT AGREEMENT**

Prepared by
Thomas Henderson
Director, Business and Properties

SUMMARY

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to ratify a proposed Temporary Construction Access Easement Agreement ("Agreement") executed by the Executive Director with Herc Rentals Inc. ("HERC") for temporary access and use of the Authority's property to construct a block wall adjacent to the Replacement Passenger Terminal ("RPT") project site.

BACKGROUND

At its meeting on April 20, 2026, the Commission approved the Third Amendment ("Amendment") to the January 17, 2006, Lease Agreement ("Lease") between HERC and the Authority. As part of that Amendment, HERC is required to construct and install a block wall along a portion of its leasehold perimeter.

The Authority desires that HERC complete a block wall along the southern and western boundary of its leasehold for safety purposes, as this is immediately adjacent to the access roadway that enters the RPT and the parking structure.

HERC will need approximately 7 feet of easement access along the proposed block wall to set up a temporary fence. This will allow for a clearly defined separation of work areas between HERC and the RPT project team and allow HERC to perform all work associated with the block wall construction project.

The proposed Agreement authorizes this access and includes appropriate language to ensure HERC does not interfere with the Authority's, HPT's, or Jacobs' use relating to the construction of the RPT. Furthermore, the Agreement specifies HERC's liability responsibilities and insurance requirements pertaining to the easement area. The Agreement will expire upon completion of the block wall project, and the Authority has the right to terminate this Agreement on 10 days written notice in the event of a breach by HERC.

RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to ratify the Executive Director's execution of the proposed Agreement with HERC and authorize the Executive Director to execute the same.

THIRD AMENDMENT TO LEASE AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Herc Rentals Inc.)

This Third Amendment ("**Third Amendment**") is entered into on this 20th day of April 2026, by and between the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY** ("**Landlord**"), a California joint powers agency, and **HERC RENTALS INC.** ("**Tenant**"), a Delaware corporation.

RECITALS

WHEREAS, Landlord and 24/7 Studio Equipment, Inc. ("**24/7 SEI**") executed that certain lease dated January 17, 2006 ("**Lease**"), for the property commonly known as **3111 Kenwood Street, Burbank, California** ("**Leased Premises**").

WHEREAS, 24/7 SEI assigned the Lease to Tenant (formerly known as Hertz Equipment Rental Corporation) pursuant to authorization granted by a December 6, 2010 Conditional Consent To Assignment of Lease executed by Landlord.

WHEREAS, the Lease has been amended twice as follows (collectively, the "**Prior Amendments**");

1. Amendment No. 1 dated February 21, 2017 to: (i) extend the term; (ii) adjust the rent; (iii) remove the requirement for Landlord to issue a Certificate of Approval for each Material Plan Change; (iv) require Tenant to deliver a new letter of credit or amendment; and (v) set forth broker requirements.
2. Amendment No. 2 dated May 17, 2021 to: (i) extend the term; and (ii) adjust the rent.

WHEREAS, Landlord and Tenant desire to further amend the Lease to: (i) extend the term; (ii) require Tenant to construct and install a block wall; (iii) establish a rent credit for the construction and installation of the block wall; and (iv) update the federal requirements.

NOW, THEREFORE, the parties agree as follows:

1. **Extension of Term; Option to Further Extend.** Subject to Section 3.1.5.2 of the Lease, the Expiration Date of the Lease shall be February 29, 2032. Tenant shall have the right to further extend the term by five (5) years upon providing written notice to Landlord on or before February 28, 2031.
2. **Amendment of Section 3.1.** Section 3.1 (Annual Base Rent) of the Lease is amended to add a new Section 3.1.5 (Credit for Block Wall) to read as follows:

"3.1.5 **Credit for Block Wall.** After Tenant constructs and installs the Block Wall, Tenant shall receive a credit ("**Block Wall Rent Credit**") up to \$582,000.00, plus up to a 30% cost increase contingency, for the cost of completing the construction and installation of the Block Wall as defined in Sections 3.1.5.1 and 6.2.1. Monthly base rent shall be offset against the Block Wall Rent Credit and Tenant shall pay no monthly base rent until the Block Wall Rent Credit is fully exhausted, subject to the provisions of this Section 3.1.5. When the remaining balance of the Block Wall Rent Credit becomes

less than the amount of monthly base rent due, Tenant shall pay Landlord the difference between the remaining balance of the Block Wall Rent Credit and monthly base rent due.

3.1.5.1 Submission of Plans for Approval. Prior to commencing construction of the block wall described on the attached Exhibit E ("Block Wall"), and pursuant to Section 6.1.1 of the Lease, Tenant shall submit a Tenant Improvement Form (together with such other documentation as Landlord may reasonably require) to obtain Landlord's Approval for the construction and installation of the Block Wall.

3.1.5.2 Submission of Documents to City. By April 21, 2026, Tenant shall submit to the City of Burbank Building and Safety Department ("City") all documents required by the City for the issuance of a building permit for the Block Wall ("Building Permit Documents"). Notwithstanding Section 1 of the Third Amendment, the Expiration Date of the Lease shall be March 1, 2027 if Tenant does not comply with this Section 3.1.5.2 or if Tenant does not receive a building permit from the City for the Block Wall by August 1, 2026.

3.1.5.3 Diligent Performance. Tenant's construction and installation of the Block Wall shall comply with all requirements of Section 6 of this Lease. Tenant shall complete the Block Wall before October 1, 2026, except as otherwise provided in Section 6.2.1(ii).

3.1.5.4 Public Works Acknowledgement. Tenant acknowledges that the Block Wall is a public work under Labor Code Sections 1720 et seq., associated regulations, and California Department of Industrial Relations requirements ("Prevailing Wage Law"). Tenant shall (and shall cause its contractors and subcontractors to) pay wages as required under, and comply with all applicable requirements of, the Prevailing Wage Law.

3.1.5.5 Calculation of Block Wall Rent Credit. Within sixty (60) days of the completion of the Block Wall, Tenant shall submit to Landlord an itemized statement, with sufficient detail, of Tenant's actual direct out-of-pocket cost for the Block Wall ("Block Wall Cost"). The statement shall contain the content and certification prescribed for a statement of costs for New Improvements under Section 6.1.9. Tenant shall also submit such supporting documentation as Landlord may reasonably require. The total amount of the Block Wall Rent Credit shall be the lesser of: (i) the Block Wall Cost, or (ii) \$582,000.00, plus up to a 30% cost increase contingency."

3. **Amendment of Section 6.2.1.** Section 6.2.1 (Improvements to Leased Premises) of the Lease is amended to read as follows:

"6.2.1 Improvements to Leased Premises.

(i) Tenant shall construct and install upon the Leased Premises all of the Improvements as described in the attached Exhibit D, on or before October 1, 2006.

(ii) Tenant shall construct and install upon the southern and western boundaries of the Leased Premises the Block Wall Improvement as described and as shown in the attached Exhibit E, before October 1, 2026, except that Tenant shall not be required to construct and install the Block Wall if Tenant does not receive the building permit for the Block Wall from the City by August 1, 2026."

4. **Substitution of Exhibit B-1.** The attached Exhibit B-1 is substituted for Exhibit B of the Lease. All references in the Lease to Exhibit B shall be deemed to refer to the attached Exhibit B-1.

5. **Addition of Exhibit E.** The attached Exhibit E is added to the Lease and incorporated by reference.

6. **Counterparts.** This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

7. **Preservation of Lease.** Except as expressly modified by this Third Amendment, all of the provisions of the Lease (as amended by the Prior Amendments) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the provisions of the Lease (as amended by the Prior Amendments), the provisions of this Third Amendment shall control.

8. **Effective Date.** This Third Amendment shall be effective on April 20, 2026.

TO EXECUTE THIS THIRD AMENDMENT, the parties have caused their duly authorized representatives to sign below.

Herc Rentals Inc.

By: Anne Marie Burchill

Print Name: Anne Marie Burchill

☐ Chairperson ☐ President ☒ Vice President

By: Jess A. Talamantes

Print Name: _____

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

Jess A. Talamantes
Jess Talamantes, President

Approved as to form:

Richards, Watson & Gershon
Richards, Watson & Gershon
A Professional Corporation

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF
COPIER LEASE AND MAINTENANCE SERVICES PURCHASE ORDER
CANON U.S.A., INC.**

Prepared by Lanna Aguilera
Director, Procurement

SUMMARY

At its meeting on July 20, 2026, the Finance and Administration Committee (“Committee”) voted (3–0) to recommend that the Commission approve a Purchase Order to Canon U.S.A., Inc. (“Canon”) for a sixty-month multifunction copier lease and maintenance services utilizing the cooperative purchasing agreement through Omnia Partners, copy attached, for the replacement of the Airport’s existing inventory of multifunction copiers. The proposal from Canon, copy attached, is for twenty enterprise multifunction copiers and maintenance services.

This proposal supports the Airport’s operational needs while advancing fiscal and sustainability goals through the implementation of a centralized printing strategy that reduces the number of individual desktop printers and provides a standardized printing environment for Airport staff and related users. The lease payment for the sixty-month term which will commence on September 1, 2026, is \$5,210.96 per month, excluding applicable taxes. Maintenance services, which include toner replacements and maintenance labor and parts, will be billed separately based on actual pages printed with no additional minimum monthly base charges.

BACKGROUND

The Authority’s lease agreement with the existing service provider for multifunction copiers has reached the end of its term and is due for replacement. As part of the Authority’s ongoing commitment to fiscal responsibility, operational efficiency, and sustainable business practices, staff evaluated the current printing environment and identified an opportunity to streamline document production practices through a centralized enterprise printing model.

Under the proposed approach, most individual desktop printers will be removed and replaced with twenty strategically located multifunction copiers capable of printing, copying, scanning, and other document management functions. The proposed transition to a centralized enterprise printing environment will reduce internal staff time needed to troubleshoot individual printer issues and also reduce toner and end-of-life printer replacement costs.

In addition to the financial benefits, the centralized printing model supports the Authority’s sustainability initiative by reducing overall equipment inventory and minimizing consumable waste.

PROCUREMENT

Staff utilized a cooperative purchasing agreement through Omnia Partners, of which the Authority is a participating member. The cooperative contract was competitively solicited by the

University of California (“UC”), Office of the President through Request for Proposals No. 00811-FEB2020, issued on April 21, 2020, to establish a national cooperative contract for multifunction devices, laser printers, related equipment, supplies, and maintenance services.

UC partnered with Omnia Partners to make the resulting contract available to participating public agencies nationwide. Following the evaluation of the proposals received, the evaluation committee determined that Canon demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Utilizing this cooperative agreement allows the Authority to obtain competitively procured pricing while maximizing procurement efficiency. The cooperative procurement process is consistent with the Authority’s Purchasing Policy and eliminates the need to conduct a separate formal solicitation for substantially the same goods and services.

The Authority’s Information Communications Technology (“ICT”) Department conducted an evaluation of equipment and service offerings under the cooperative agreement. Based on their review of the technical specifications, equipment capabilities, service support, and the Airport’s operational requirements, the ICT Department determined that Canon is the most appropriate provider to support the Authority’s enterprise printing needs.

BUDGET

Funding for the proposed lease and maintenance services has been included in the adopted FY 2027 budget.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the issuance a Purchase Order to Canon for twenty enterprise copiers and associated maintenance services utilizing the cooperative purchasing agreement through Omnia Partners.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF ELECTRICAL INTERCONNECTION & METERING AGREEMENT
CITY OF BURBANK**

Prepared by
Perry Martin
Jacobs Sr. Program Director

SUMMARY

At its meeting on August 5, 2026, the Executive Committee (“Committee”) voted (3–0) to recommend that the Commission approve an Electrical Interconnection & Metering Agreement (“Agreement”), copy attached, with the City of Burbank (“City”) to interconnect and operate Solar Electrical Generating Facilities at the Replacement Passenger Terminal (“RPT”).

BACKGROUND

The Development Agreement between the City and the Authority required the RPT project achieve a Leadership in Energy and Environmental Design (“LEED”) Silver certification. Early in the project, the Commission directed that the project pursues a LEED Gold certification if it could be achieved within the approved budget.

As the design and construction progressed, the project delivery team determined that LEED Gold certification was achievable without exceeding the project budget. One of the key requirements for attaining LEED Gold certification was the design and installation of a photovoltaic system on a portion of the RPT roof. The installation of the photovoltaic system has been completed and is planned to become operational by the end of August.

In order to operate the photovoltaic system, the Authority is required to enter into the Agreement, which is the City’s standard contract establishing the requirements for the design, permitting, construction, metering, interconnection, and operation of a solar electric generating facility within the City limits. As the photovoltaic system was developed and installed, Staff and Jacobs Project Management worked with the Burbank Water & Power Department to finalize the Agreement for review and execution.

RECOMMENDATION

At its meeting on August 5, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Agreement with the City and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**FLASH PARKING INC. AND BLINK NETWORK, LLC
SOFTWARE SUBSCRIPTION AND END USER AGREEMENTS**

Prepared by David Kwon
Deputy Executive Director, Finance and Administration

SUMMARY

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission to:

- 1) Approve an annual subscription agreement, copy attached, with FlashParking, Inc. (“Flash”) for the use of its Flash OS platform, which is required to operate and manage the Authority’s new Parking Access and Revenue Control System (“PARCS”). The first-year subscription amount of \$27,427 will be paid by the Authority’s design-builder, Holder, Pankow, TEC – A Joint Venture (“HPTJV”), and each subsequent year’s subscription fee will be paid by the Authority, subject to an annual increase of up to 5%. Under the agreement, Flash will also manage the payment gateway vendor for all credit card processing and settlement for the PARCS, and the Authority will remain the merchant of record.
- 2) Approve an end user agreement, copy attached, with Blink Network, LLC (“Blink”), that is an administrative document identifying the primary contacts for the Authority and allowing the use of the Blink Charging Station Network Platform. This agreement stipulates that Blink will receive 10% of EV charging session fees along with an annual subscription fee of \$240 per port for its EV charging stations (approximately \$71,760 for the currently installed 299 charging ports). The first-year subscription fee will be paid by HPTJV with the Authority paying each subsequent year’s subscription fee.

BACKGROUND

The Authority’s new PARCS is being furnished and installed by HPTJV as part of the Replacement Passenger Terminal (“RPT”) project. The PARCS controls vehicle access to the Authority’s public parking facilities and records, processes, and reports all parking transactions and revenue. The PARCS lane equipment, pay stations, license plate recognition devices, and related hardware are operated through Flash OS, the proprietary cloud-based software platform developed by Flash. Flash OS provides rate configuration, access control, transaction and revenue reporting, remote device monitoring, and customer support functionality. Since Flash OS is proprietary to Flash and is available only from Flash, an annual subscription with Flash is required for the new PARCS to operate.

The principal terms of the Flash subscription agreement are as follows:

- 1) The first-year subscription amount is \$27,427, which will be paid by HPTJV as part of the design-build contract for the RPT project;

-1-

- 2) Each subsequent year subscription fee will be paid by the Authority, and the agreement allows for an increase of up to 5% in fees each year;
- 3) Flash will manage the payment gateway vendor for all credit card processing and settlement for the PARCS and a 10 cents per parking transaction fee will be charged to the Authority and will be re-evaluated based on transaction data in year 2 for a potential decrease. The Authority will remain the merchant of record for all parking transactions, and parking revenue will continue to settle directly to the Authority's bank account; and
- 4) The Authority will have the option to contract directly with Flash's payment gateway vendor, or with any other payment processing gateway vendor compatible with Flash OS, at any time in the future upon 90 days' notice to Flash.

In addition to the new PARCS, the Authority has installed EV charging stations in the new RPT parking structure, as required under the Development Agreement with the City of Burbank. The Blink EV charging stations are also being furnished and installed by HPTJV as part of the RPT project. These EV charging stations are operated through Blink's Charging Station Network Platform. The platform allows users to set up accounts for convenient use of the Authority's chargers and any other Blink EV charger in its network. Additionally, Staff will be able to monitor EV charging statistics using Blink's platform.

The principal terms of the Blink end user agreement are as follows:

- 1) The first-year subscription amount, currently estimated at \$71,760, will be paid by HPTJV;
- 2) Each subsequent year subscription fee will be paid by the Authority;
- 3) The Authority has the sole discretion to establish and program EV charging rates and fees;
- 4) Blink will receive a 10% session processing fee, which includes credit card transaction fees, for all EV charging sessions; and
- 5) Due to the Blink Charging Station Network extending beyond the RPT Parking Structure, Blink will need to remain the merchant of record for all EV charging transactions, and EV charging fees will be settled by Blink and will be remitted to the Authority net of the 10% processing fee on a monthly basis.

If approved by the Commission, both agreements will be effective as of the commissioning date of each system. Staff will work with Flash and Blink to set up, configure, and test the new PARCS and EV charging stations in advance of opening day on October 13, 2026, including testing of the lane and pay station equipment, parking rate structures, credit card processing and settlement, and revenue reporting.

These additional ongoing expenses will be incorporated as part of Staff's proposal of RPT Day 1 parking rates that will be presented to the Commission at its future meeting in September.

BUDGET IMPACT

The first-year subscription amounts of \$27,427 (Flash) and \$71,760 (Blink) will be paid by HPTJV and therefore has no impact on the Authority's fiscal year 2027 ("FY 2027") adopted budget. The second and subsequent years' subscription fees will be paid by the Authority, and appropriations will be included in subsequent budgets.

Appropriations for the parking transaction fees have been included in the FY 2027 adopted budget.

RECOMMENDATION

Subject to the recommendation by the Committee, Staff seeks Commission approval of: 1) an annual software subscription agreement with Flash for the use of its Flash OS platform required to operate and manage the Authority's new PARCS; and 2) an end user agreement with Blink for the use of the Blink Charging Stations Network Platform for the RPT parking structure's new EV charging stations.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**RATIFICATION OF CONTINGENCY UTILIZATION
SECURITY SCREENING CHECKPOINT EQUIPMENT
TRANSPORTATION AND INSTALLATION**

Prepared by
John T. Hatanaka
Executive Director

SUMMARY

Staff seeks the Commission's ratification of the Executive Director's authorization to utilize \$100,403 of the Commission's pre-authorized contingency of \$206,500 for the Replacement Passenger Terminal ("RPT") security screening checkpoint equipment transportation / installation contract.

BACKGROUND

On April 6, 2026, the Commission granted staff pre-authorization to execute a contract with a TSA-authorized low bidder for the transportation and installation of the RPT security screening checkpoint equipment in the amount of \$2,065,000 with a contingency amount of \$206,500 for unforeseen circumstances.

The contract was awarded to K2 Security Screening Group Inc. ("K2") in the amount of \$560,000 and by middle of July, all eight lanes of checkpoint equipment had arrived and were installed in the RPT. However, during the ensuing Operational Readiness Test ("ORT"), certain number of essential parts for six machines failed or were deemed inoperable.

K2 quickly identified the parts necessary to make the repairs and submitted a firm fixed change order for the required parts in the amount of \$100,403 on August 4, 2026. In order to obtain the parts and have the necessary repairs completed in time for the next scheduled ORT on August 12, 2026, the Executive Director authorized the use of the contingency the same day as the firm fixed change order was received.

As of the writing of this staff report, the parts and repairs are on schedule to meet the next scheduled ORT.

RECOMMEDATION

Staff recommend that the Commission ratify the Executive Director's authorization of the \$100,403 utilization of the security screening checkpoint equipment transportation / installation contract's approved contingency for the replacement parts required to ensure that the equipment is operational at the RPT opening.



K2 Security Screening Group
4330 East-West Highway, Suite 320
Bethesda, Maryland 20814

August 4th 2026

RE: Smiths Replacement Parts TSA Checkpoints – (CO 1) Rev. 2

Chad Aldridge, C.M.
Jacobs | ORAT Program Deputy Lead
Elevate BUR Project
Burbank, CA 91505

Chad Aldridge al.,

As per your request, we have prepared a Firm Fixed change order for ordering the required parts to get the remaining Smiths AT2 operational in the security checkpoint. If you would like to proceed with this scope, please provide written direction.

Below breakdown captures associated costs.

Cost Break Down

- \$78,043 (Smiths hardware & Installation with 5% markup)
- \$8,194 (10.5% sales tax on Smiths hardware)
- \$4,706 (TPT Return Trip with 5% markup)
- \$9,460 (K2 onsite / travel labor 15% markup)

Total CO 1 FFP = \$100,403

Assumptions & Exclusions:

1. Work on weekends and holidays is specifically excluded.
2. Any associated tariffs are not included in this proposal.
3. Change order is valid until 8/31/26.

Please do not hesitate to contact me if you have any questions related to this proposal.

Thank you,

Scott Jayes
SSG Aviation Administrator
240-470-0080
sjayes@k2consulting.com

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**INCREASE IN ACE PARKING FY 2027 BUDGET APPROPRIATIONS
TO SUPPORT SUPPLEMENTAL SHUTTLE SERVICES**

Prepared by Scott Kimball
Deputy Executive Director, Business Development

SUMMARY

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to increase the FY 2027 budget appropriations for ACE Parking III, LLC ("ACE") by \$275,000 for the addition of supplemental shuttle services identified through the Operational Readiness, Activation and Transition ("ORAT") process to support Replacement Passenger Terminal ("RPT") Day One operations. The additional shuttles will supplement the three shuttles currently programmed in the FY 2027 budget serving routes to remote parking lots during peak passenger hours following the opening of the RPT in October 2026.

BACKGROUND

On July 10, 2023, the Commission awarded a Parking and Shuttle Services Agreement ("Agreement") to ACE. The Agreement provides for ACE's performance of self-park management services, valet parking services, and shuttle services for the Airport. As compensation, ACE receives a management fee and reimbursement of operating expenses that are consistent with the approved annual budget.

On March 16, 2026, the Commission granted a preliminary budget authorization for ACE to enter into a lease for up to eight 40-foot CNG shuttles with Complete Coach Works of Riverside, California. The larger shuttles are required to address the change in courtesy shuttle operations that occurs upon the opening of the RPT, including service to rental car operations located in the Regional Intermodal Transportation Center ("RITC") and to the new long-term remote public parking in the southeast quadrant of the Airport. Of the eight shuttles authorized, six were ultimately leased.

The adopted FY 2027 budget reflects the operation of three of these 40-foot shuttles on the RITC and Lot G route, together with the corresponding driver staffing and fuel appropriations.

Since the adoption of the FY 2027 budget, Jacobs conducted further analysis as part of the ORAT process. The analysis modeled headways, dwell times, and passenger loading against projected enplanement and deplanement patterns for the RPT.

The results indicate that the currently programmed three shuttles are sufficient to maintain acceptable headway during off-peak periods but are not sufficient to absorb demand during the passenger peak periods that occur at several points throughout the day. Without supplemental service during those peaks, passengers traveling between the RPT, the RITC, and Lot G would experience extended wait times.

To address these peaks, Staff proposes activating additional shuttles from the leased fleet during peak periods only. Deploying the shuttles on a peak-period basis, rather than in continuous all-day service, limits the incremental staffing and fuel cost while preserving service levels when demand is highest.

BUDGET IMPACT

The estimated cost of the additional bus drivers and the associated fuel costs for the supplemental 40-foot CNG shuttles is approximately \$275,000.

The requested increase is to the ACE budget appropriations for FY 2027 operating shuttle expenses. Appropriations for the ongoing cost of this service will be included in subsequent budgets. Upon opening of the RPT, Staff will continue to monitor and evaluate the shuttle service operation to optimize customer service levels.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval for an increase in the FY 2027 budget appropriations for ACE in the amount of \$275,000 to support supplemental shuttle services for RPT Day 1 operations.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF AMENDMENT NO. 1
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

Presented by Mary Lugo
Sr. Manager, Maintenance Department

SUMMARY

At its meeting on July 17, 2026, the Operations and Development Committee ("Committee") voted (3–0) to recommend that the Commission approve a proposed Amendment No. 1 ("Amendment"), copy attached to the Landscape Maintenance Services Agreement ("Agreement") with Parkwood Landscape Maintenance, Inc. ("Parkwood"). The Amendment extends the Agreement for landscape maintenance services at the Airport from October 13, 2026, through April 30, 2028 and includes the new landscaping being installed at the Replacement Passenger Terminal ("RPT"). The revised cost for the 18-month extension is \$663,786, billed at a rate of \$36,877 per month.

BACKGROUND

Through a competitive Request for Proposals ("RFP") process, the Authority awarded an Agreement to Parkwood on February 1, 2025. Under the Agreement, Parkwood provides landscape maintenance services at the Airport for a term from February 1, 2025, through October 12, 2026. The compensation for the current term of the Agreement is a fixed monthly fee of \$29,977, with a total contract limit of \$659,494.

The Agreement included a provision for a potential 18-month extension associated with the changes in landscape areas when the RPT opens and the current terminal closes. The Agreement allows Staff to negotiate a scope of work and compensation increase for landscape maintenance services, including services required for the RPT landscaping, during the extension period.

The scope of work under the extension includes the following:

1. Continuation of Parkwood's services for the Airport's existing service areas, excluding the current terminal service area that will become part of the demolition project.
2. New services include expanded landscape services for the new landscaping at the RPT, as well as weekly and as-needed power washing of sidewalks, pedestrian walkways, and hardscape areas throughout the RPT campus. The expanded scope reflects the increased maintenance demands of the RPT and includes landscape and irrigation system maintenance, tree pruning as needed, maintenance of approximately 47,535 square feet of new hydroseed areas, and a substantial planting inventory consisting of approximately 511 trees, along with numerous shrubs, grasses, succulents, and groundcover throughout the RPT site, as required under the Development Agreement with the City of Burbank.

To support these additional services, Parkwood proposes increasing field staffing from four to five Landscape Technicians. Based on Staff's evaluation, the proposed increase is primarily attributable to the addition of one full-time Landscape Technician required to support the increase in maintenance obligations in and around the RPT. The monthly increase of \$6,900 reflects the fully burdened labor rate of approximately \$38 per hour and which is necessary to maintain the additional landscape, irrigation, tree, hydroseed, and hardscape assets installed as part of the RPT project. Staff reviewed the proposed increase and determined that the increase in cost is reasonable and justified by the expanded scope of services.

Contract	Base Term	Proposed Amendment	Increase
Monthly Fees	\$29,977	\$36,877	\$6,900 or 23%
Staffing	4 Landscape Technicians 1 Part-Time Tree Crew	5 Landscape Technicians 1 Part-Time Tree Crew	17%

Parkwood has performed satisfactorily under the Agreement and remains in good standing with the Authority. Extending the Agreement will support continuity of service and provide coverage in landscape maintenance coverage for the Airport's service areas, including the RPT, and allow Staff the time to develop an RFP for a replacement landscape maintenance service agreement.

BUDGET

Appropriations for these services are included in the adopted FY 2027 budget for current services through October 12, 2026, and the revised service requirements from October 13, 2026 to June 30, 2027. Funding for services for the remainder of the extension period will be included in next fiscal year budget development.

RECOMMENDATION

At its meeting on July 17, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Amendment to the Agreement with Parkwood for continued landscape maintenance services at the Airport, including the transition to the RPT for an 18-month period from October 13, 2026 through April 30, 2028 and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF AMENDMENT NO. 2 AND TASK ORDER ALLOWANCE JANITORIAL
SERVICES AGREEMENT
C&W FACILITY SERVICES, INC.**

Presented by Stephanie Gunawan-Piraner
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on July 17, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve:

1. A proposed Amendment No. 2 (“Amendment”), copy attached, to the Janitorial Services Agreement (“Agreement”) with C&W Facility Services, Inc. (“C&W”) to extend janitorial services at the Airport and expand the scope of services to be performed at the Replacement Passenger Terminal (“RPT”). The cost for the 18-month extension and additional services will total \$5,980,586.76, billed at a monthly rate of approximately \$332,255, excluding janitorial consumables and supplies. Janitorial consumables and supplies will be reimbursed at cost and are currently estimated to be approximately \$41,500 per month. The term of the Amendment is from October 13, 2026, through April 30, 2028; and
2. An allowance of \$200,000 for cleaning services up to October 13, 2026, for pre- and post-RPT event-related cleaning services, including the stocking of supplies, and any additional training, issued on a task order as-needed basis.

BACKGROUND

The Authority executed the Agreement with C&W in August 2024 to provide janitorial services throughout the Airport terminal and support facilities. The Agreement began in November 2024 and expires on October 12, 2026. The original fixed monthly cost was \$188,148 per month with an additional estimate of \$26,996 for monthly supplies and consumables that are billed at cost.

On October 6, 2025, the Commission approved Amendment No. 1 to the Agreement covering the wage changes effected by a replacement master collective bargaining agreement between C&W and the Service Employees International Union, United Service Workers West (“SEIU USWW”) resulting in a revised monthly fixed cost of \$218,046.

In anticipation of the RPT opening, the Agreement includes a provision for an 18-month extension. This provision provides the Staff the ability to negotiate changes in scope of work and cost for janitorial services at the RPT and provides time for Staff to issue a Request for Proposals (“RFP”) for janitorial services. The RPT significantly expands the terminal operational footprint and introduces additional passenger areas, restroom facilities, terrazzo flooring, glass surfaces, service corridors, support spaces, and other specialized finishes requiring a higher level of maintenance and cleaning services.

-1-

SCOPE OF SERVICES

The proposed Amendment expands janitorial services to cover the RPT operations and also includes continuation of services for existing Airport facilities.

The expanded scope for the RPT includes:

1. Janitorial services for public areas, hold rooms, gate areas, ticketing and baggage claim areas, restrooms, family restrooms, nursing facilities, TSA checkpoint areas, service corridors, administrative offices, valet facilities, curbside areas, and support spaces.
2. Specialized maintenance for the terrazzo flooring, carpeted areas, interior glass surfaces, windows, and other high visibility finishes throughout the RPT.
3. Dedicated day, swing, and night shift staffing to provide continuous coverage and maintain service standards throughout the Airport.

COMPARISONS

Beginning December 2025, Staff entered into negotiations with C&W to quantify the changes in scope and cost for services at the RPT. Working closely with C&W, the scope of services addressed in the proposed Amendment includes 42 janitorial staff who would be assigned janitorial responsibilities to cover the operation on a 24/7 basis. While janitorial service during the day is required to maintain overall cleanliness as passengers utilize the Airport, the night shift will be dedicated to detailed cleaning of various areas in and around the RPT and ensure finishes like the floors and glass are reset for the next day.

The table below shows the comparisons between the existing facility and the RPT.

Aspect	Existing	Future	Increase / (Decrease)
Monthly cost	\$218,046	\$332,255	52%
Monthly supplies	\$26,996	\$41,500	54%
Area (Square feet)	232,000	355,000	53%
Area for Terrazzo (Square Feet)	0	114,855	-
# of Staff (Full Time Equivalent)	28	42	50%
# of Fixtures	241	317	32%
# of Family & All-gender Restrooms	3	13	333%
# of Passenger Restrooms	7	7 (2 banks each)	0%
# of Ramp Restrooms	2	8	300%
# of Food Hall	0	1	-
Waste collection source	1	3	200%

In addition to the increased number of facilities to clean, the finishes that are not in the current terminal listed below require additional attention:

1. Terrazzo: Unlike carpet (routine vacuuming and built in traction) and tile (basic mopping and periodic scrubbing), terrazzo demands continuous mechanical cleaning, including auto-scrubbing, diamond polishing, and detailed spot treatment to maintain appearance and prevent staining. Maintenance is cyclical and technical and must meet national safety slip resistance standards. Generally, maintaining terrazzo requires 1.2 – 1.3 times more labor than carpet and 1.4 – 1.7 times more labor than tile.
2. Glass: The new terminal incorporates significant glass surfaces across office areas, restrooms, and interior partitions. Glass cleaning takes around 3 times longer to clean than non-glass surfaces and requires detailed, streak-free results, which cannot be completed at the same rate as general surface cleaning. The increased surface area results in longer cleaning durations and higher frequency requirements, particularly in high-visibility and high-traffic areas.
3. Metal finishes: Like glass, the high touch areas of metal surfaces will require daily cleaning.
4. Acoustic Ceiling Baffles: Cleaning of the baffles is required to maintain the acoustic performance and the overall condition, as dust, dirt, and debris can accumulate and block the sound-absorption quality of the baffles. Regular cleaning is also required to ensure dust and debris do not enter the HVAC system and impact indoor air quality.

ALLOWANCE

In addition to the fixed monthly cost and supplies, Staff worked with the C&W team to estimate the cost for janitorial services to cover events and activities in the RPT prior to opening as well as any additional cleaning needed after the RPT opens. These activities include advanced trials, passenger simulation, ribbon cutting, community day, and other required official events in September and October. Staff recommend an allowance of \$200,000 be authorized via task orders to address janitorial service needs prior to and after these events. Staff will closely monitor the condition of the RPT and issue task order authorizations if additional cleaning is needed.

Staff reviewed the proposal and determined that the proposed staffing plan appropriately reflects the increased operational demands associated with the RPT. C&W's performance under the Agreement has been satisfactory and remains in good standing with its obligations. The proposed extension provides continuity of service during the transition to the RPT as well as the time Staff will need to evaluate service levels and undertake an RFP process for future janitorial services prior to the expiration of the proposed extension.

OPERATING MEMORANDUM

The proposed Amendment includes the addition of a new provision to the Agreement to allow C&W to obtain office space in the RPT to support the janitorial service functions at the Airport. The new provision allows such space to be granted on a revocable, no fee license basis at the sole discretion of the Authority pursuant to operating memoranda executed by the Executive Director. Under the new provision, the Executive Director will be authorized to execute, modify, or cancel such operating memoranda without additional Commission action. If the proposed

Amendment is approved, the Executive Director will issue Operating Memorandum No. 1, copy attached, for an allocation of RPT office space to C&W.

BUDGET

Appropriation for janitorial services included in the adopted FY 2027 budget is \$4,315,150. This reflects the cost for a 3-month period in the current terminal, plus supplies and the 9-month period in the RPT, plus supplies. Funding for the \$200,000 allowance for cleaning services during the transition into the RPT is included in the development cost for the RPT. Funding for the additional six months of the proposed Amendment will be included in the following fiscal year's budget development.

RECOMMENDATION

At its meeting on July 20, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve the proposed Amendment to the Agreement with C&W, authorize the President to execute the same, and approve an allowance of \$200,000 for cleaning services up to October 13, 2026, for pre- and post-RPT event-related cleaning services on a task-order basis as-needed basis.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF AMENDMENT TO THE NOISE OFFICE SERVICES AGREEMENT
ENVIROSUITE INC.**

Presented by Kyle Porter
Manager, Noise & Environmental Affairs

SUMMARY

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of an Amendment No. 1 (“Amendment”) to the Airport Noise Office Services Agreement (“Agreement”) with Envirosuite, Inc. (“Envirosuite”), copy attached, for the replacement of the Airport’s Air Traffic Control (“ATC”) audio recording system which is an integral part of the Airport’s Noise and Operations Management System (“ANOMS”). The proposed Amendment is for a not-to-exceed amount of \$106,195 which includes the equipment replacement, configuration, and installation of the ATC system at a new location in the Replacement Passenger Terminal (“RPT”). Additionally, Staff seeks an approximate 9% contingency or \$10,000 contingency for unforeseen conditions for a total not-to-exceed amount of \$116,195.

BACKGROUND

In July 2010, the Authority entered into a contract with Envirosuite, formally named Bruel & Kjaer, Inc., to replace the Airport’s original flight tracking system. Following system design, review and approval, the components were installed with a system acceptance date in April 2013. This acquisition included the upgrade of all of the then-existing noise monitors, and the addition of four new noise monitors, for a total of 20 noise monitoring locations. The noise flight tracking data from the noise monitors are used to generate the Airport’s noise contours for the reports to Caltrans that are required by state law.

In 2024 the Commission approved the continued maintenance and support services of ANOMS with Envirosuite for a five-year contract period ending in April 2029.

The existing Digital Loggers Incorporated (“DLI”) ATC recording equipment was originally installed with the system upgrade in 2010 and integrated into the ANOMS that supports the aircraft tracking system and noise monitoring system. Staff utilize this system, which records ATC communications, to support its investigations into noise complaints by capturing and archiving communications between pilots and air traffic controllers, thereby allowing Staff to investigate aircraft operations, validate flight activity, respond to community concerns, and conduct operational analyses when necessary.

The existing ATC recording in the current terminal has several critical components that have reached the end of their useful life. With operations moving to RPT followed by the demolition of the current terminal, the ANOMS needs to be operational through the cutover to the RPT.

The replacement system then needs to be operational at the RPT and at a location closer to the ATC tower to provide the optimal positioning for signal reception.

Additional benefits that come with replacing the current 14-year-old equipment include reduced downtime during transition, improved system reliability and reduced risk of operational disruptions, improved maintainability and performance of Airport noise management infrastructure, and enhanced cybersecurity protection and compatibility with current operations systems and security standards.

The work was initially estimated at \$85,000 due to the possibility of transferring some of the existing equipment to the RPT. Upon review of the system set up and based on the manufacturer's recommendations, a total replacement was proposed to ensure optimal functionality. As a result, the revised one-time cost to replace the equipment is estimated at \$106,195. The current contract annual fee of \$133,485 for maintenance and support services will not change under the proposed Amendment.

In August of 2025, Ideagen completed its acquisition of Envirosuite. Services will continue under Envirosuite with Ideagen as the parent company.

SCOPE OF WORK

The scope of work for the proposed Amendment is as follows:

- Installation of a new DLI ATC recording system in the telecommunications room located in the RPT parking structure. The system includes compatible server hardware that complies with the ANOMS operating system, cybersecurity, and manufacturer support requirements.
- Installation and configuration of replacement radio hardware and antenna systems necessary to capture operational communications utilized by the ATC tower.
- Testing and verification of all ATC communication channels to ensure reliable recording, storage, and integration with the Airport's ANOMS platform.
- Removal and decommissioning of legacy ATC recording servers currently located within the existing passenger terminal.

BUDGET IMPACT

Funding appropriations in the amount of \$85,000 were included in the adopted Facility Improvements FY2027 budget. The remaining amount of \$31,195 will be covered under Environmental Services account in FY2027 budget.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed Amendment with Envirosuite and approve a 9% contingency in the amount of \$10,000 for unforeseen circumstances, and authorization for the President to execute the same.

**AMENDMENT NO. 1 TO
NOISE OFFICE SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / Envirosuite)

This Amendment No. 1 ("First Amendment") to the April 15, 2024 Noise Office Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Customer"), a California joint powers agency, and EMS Brüel & Kjaer, Inc. ("Supplier"), a Delaware corporation doing business as Envirosuite, is dated August 17, 2026 for reference purposes.

RECITALS

A. The parties executed the Agreement to provide for Customer's retention of Supplier as an independent contractor to provide continued maintenance and support services for an Airport Noise and Management System at Hollywood Burbank Airport.

B. The parties desire to amend the Agreement to provide for Supplier's installation of a replacement Digital Loggers Incorporated Air Traffic Control audio recorder solution.

NOW, THEREFORE, the parties agree as follows:

1. Addition of Clause 21. The Agreement is amended by adding a new Clause 21 to read as follows.

"21 Replacement Air Traffic Control Recorder

- a. Supplier shall install a replacement Digital Loggers Incorporated ("DLI") Air Traffic Control ("ATC") audio recorder solution in accordance with Schedule G.
- b. Upon acceptance of the replacement DLI ATC audio recorder solution, Customer shall pay Supplier a one-time Service Fee in accordance with Schedule G.
- c. The parties acknowledge that installation work performed under this Agreement constitutes a "public works project" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).
- d. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 (with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)).
- e. Installation work performed under this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Supplier shall post job site notices, as prescribed by regulation.

- f. Copies of the prevailing rate of the per diem wages established by the DIR are on file at Hollywood Burbank Airport and shall be made available on request.
- g. Supplier shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to Customer, the sum of \$200 for each calendar day or portion thereof during which Supplier or any subcontractor has paid to any worker employed on an installation project an amount less than that required by the DIR.
- h. Supplier agrees to comply with the provisions of Labor Code Section 1776, which generally require Supplier and each subcontractor to: (i) keep accurate payroll records; (ii) certify and make such payroll records available for inspection; (iii) inform Customer of the location of the records; and (iv) forfeit, as penalty to Customer, the sum of \$100 for each calendar day or portion thereof for each worker until such payroll records have been provided in response to a request pursuant to Section 1776. Supplier is responsible for compliance with Section 1776 by itself and all of its subcontractors. Supplier shall provide a copy of such payroll records to Customer.
- i. Supplier shall forfeit, as penalty to Customer, the sum of \$25 dollars for each worker employed in the execution of this Agreement by Supplier or subcontractors for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week, in violation of Labor Code Section 1810 et seq.
- j. Supplier shall not perform any installation work under this Agreement with any subcontractor that has been debarred or suspended pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Supplier and subcontractors (including principals and employees of Supplier and subcontractors) shall not be debarred or suspended throughout the term of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Supplier or any subcontractor becomes debarred or suspended during the term of this Agreement, then Supplier shall immediately notify Customer.
- k. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, Supplier certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 2. **Addition of Schedule G.** The attached Schedule G is added to the Agreement and incorporated by reference.
- 3. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

4. **Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

TO EXECUTE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below:

EMS Brüel & Kjaer, Inc. DBA Envirosuite

By: 

Print Name: Greg Bracci

☐ Chairperson ☐ President ☒ Vice President

By: 

Print Name: Tobit Dwyer

☐ Secretary ☐ Asst. Secretary
☒ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line]

Burbank-Glendale-Pasadena Airport Authority

Tyron Hampton, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

Schedule G
Replacement Air Traffic Control Solution

(attached)

August 6, 2026

Mr. Kyle Porter
Manager, Noise & Environmental Affairs
Hollywood Burbank Airport (BUR)
2627 N Hollywood Way
Burbank, CA 91505

Replacement Air Traffic Control (ATC) Recorder for Hollywood Burbank Airport

Dear Mr. Porter:

Hollywood Burbank Airport (BUR) owns and operates Ideagen ANOMS as a key part of its airport noise management strategy. The total solution consists of ANOMS, WebTrak, and NMTs used to identify operations and provide measured data for reports used to engage the community.

Proposed Services

BUR is requesting a quote an Air Traffic Control (ATC) Recorder by Digital Loggers Incorporated (DLI) to be installed within the new BUR Terminal Parking Garage.

Ideagen will install a Digital Loggers Incorporated (DLI) Air Traffic Control (ATC) audio recorder configuration within BUR's ANOMS system at Hollywood Burbank Airport. This effort will transition the ANOMS ATC audio source from the existing solution in the existing terminal to a "telecom closet" or IDF at the new terminal parking garage to support ongoing analysis of aircraft operations and reporting to internal and external stakeholders.

- Ideagen will provide a replacement DLI ATC Recorder solution to be located within the 5th Floor IDF at the new terminal parking garage.
- Ideagen will provide and install replacement DLI-compatible server hardware at BUR that meets current operating system and security requirements.
- Ideagen will provide and install radio hardware and antenna to capture the following ATC channels:

<u>Freq</u>	<u>Name</u>
▪ 134.500	D-ATIS
▪ 135.125	D-ATIS
▪ 122.950	Unicom
▪ 122.900	Airport Noise
▪ 135.050	SOCAL (050-150 BUR)
▪ 134.200	SOCAL (160-280 VNY)
▪ 124.600	SOCAL (South BUR btw 150-VNY 160)
▪ 120.400	SOCAL (VNY 280 - BUR 50)
▪ 118.700	Tower
▪ 132.325	Tower - Helicopters
▪ 123.900	Ground
▪ 118.000	Clearance

- Ideagen will verify the operation and configuration of proposed radios at BUR as part of the installation of DLI ATC audio recorder configuration to ensure reliable capture of ATC communications.
- Ideagen will remove legacy, end-of-life servers within the existing BUR passenger terminal previously used for the DLI recording environment.

Description	One-Time Fee
Replace existing DLI ATC recorder solution with an upgraded solution (BUR) complete 12 channel system for BUR, including all new hardware, software, installation, permits, insurance	\$106,195

Delivery

The timely delivery of this service is dependent on receiving a purchase order. This will allow for the implementation and service activation to be completed with Hollywood Burbank Airport timeframe.

Terms and Conditions

- This offer is valid for 60 days
- All prices are quoted in United States Dollars and excludes all taxes
- This Offer will be delivered under Ideagen standard terms and conditions

Sincerely,



Phil Gwimer, C.M.
Customer Solutions Manager

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
AIRPORT MARKETING CONSULTANT SERVICES**

Presented by Nerissa Sugars
Senior Director, Communications and Air Service

SUMMARY

At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 2 (“Second Amendment”) to the current Professional Services Agreement (“Agreement”) in the not-to-exceed amount of \$985,000 with Anyone Collective, LLC (“Anyone Collective”) for services supporting the Authority’s promotion of the opening and operational cutover to the Replacement Passenger Terminal (“RPT”) in October, and for the Authority’s FY 2027 general marketing and branding program.

BACKGROUND

At its meeting on March 16, 2026, the Commission approved the First Amendment to the Agreement with Anyone Collective for additional services specific to support the Authority’s promotion of the opening and operational cutover to the RPT in October of this year. The additional appropriations were for a not-to-exceed amount of \$575,000. The First Amendment also provided a one-year extension of the Agreement to June 30, 2027, to ensure the proposed services could be completed without interruption.

The scope of work covered by the First Amendment included:

- Development and installation of the RPT’s new website
- Brand advertising campaign creation and production
- Media purchases

From the approved \$575,000, an approximate amount \$145,000 remains and is included in the adopted FY 2027 budget.

PROPOSAL DETAILS

Under the proposal the specifics to be addressed are continued promotion and marketing of the RPT; completion of development and installation of the new website for the Airport and transitional work from the ElevateBUR.com site; creation and production of an updated brand advertising campaign, and subsequent media purchases.

The proposed airport marketing activities for FY 2027 will continue to build on the opening of the Airport’s RPT and established brand in the marketplace. Anyone Collective and Staff will collaborate on strategically designed, hyper-targeted, measurable campaigns to encourage greater engagement from passengers and airlines.

With the opening of the RPT scheduled for October 2026, FY 2027 efforts will focus on the continuation of content creation for, and production and placement of, promotional messaging.

Concurrently, there will be an ongoing focus on the convenience aspect of the “Hollywood Burbank Airport” brand. The objectives are: 1) to have regular and new passengers become aware of, and accustomed to the “More Jet, Less Lag” brand; 2) to further develop consumer loyalty based on that awareness; 3) to have customers understand the same experience is available at the RPT. Anyone Collective and Staff will continue the work of growing and strengthening the brand name, promoting existing and new air services, and raising more awareness about the Airport’s features and amenities that add value to the overall customer experience.

FY 2027 activity will also include a continuation of the Airport’s air service development and retention program. For FY 2027 the proposal includes a task order based joint advertising program with each of the Authority’s air carrier partners, along with the mutually served airports and DMOs on a first come, first served basis. Together, Staff and Anyone Collective will provide the airlines, airports and DMOs with an opportunity to collaborate on advertising and marketing efforts that will incorporate the specific airline, airport and destination and event brands. The event brands include the Rose Parade, Super Bowl LXI, and the 2028 Olympics. The sports, concert and special event destination sites include the Rose Bowl, Dodger Stadium, Crypto.com Arena, BMO Stadium, and the Coliseum.

For the task order portion of the program, a joint marketing proposal would be presented to and authorized by the Executive Director up to the limits of the program.

The FY 2027 messaging program will be developed and applied in print, digital, and social media spaces, with targets including: leisure, business, and business travelers; seasonal activity; geographic/destination awareness; special events and attractions; and public transportation promotion (e.g., Metro/MetroLink).

Services and deliverables to be provided are as follows:

- Creative services development
- Administrative services
- Air service retention and development support
- Development and production of promotional material for RPT
- Collaboration on marketing strategies with Staff, air carriers, airports and DMOs
- Website management – New airport and transition from ElevateBUR.com
- New digital content production
- Social media strategies and campaign execution
- Advertising campaigns
- Media buy negotiation and planning

-2-

- Presentation development
- Copywriting
- Art direction
- Graphic design

To summarize, the Airport Marketing and Advertising Program for FY 2027 is made up of five complementary tasks: 1) strategic development employing analytics and the results of the research and discovery process; 2) specific marketing and advertising services which include creative art design, content creation, messaging and social media distribution and custom content development; 3) advertising media buys for all applicable venues; 4) implementation of specific joint marketing efforts between airlines, airports, and DMOs; and 5) technical management and maintenance of websites for the RPT. The chart below breaks down the not-to-exceed limit for each of the proposed activities in the adopted FY 2027.

Strategic Development	\$ 595,000
Marketing and Advertising Services	Included in the above
Media – Digital	\$ 60,000
Media – Print	\$ 60,000
Media - Social Media	\$ 90,000
Task Orders	\$ 275,000
Subtotal	<u>\$1,080,000</u>
Website Maintenance	\$ 50,000
New Airport site and Transition from ElevateBUR.com	
Total appropriations, Adopted FY 2027 Budget	<u>\$1,130,000</u>
Carry over from Amendment No. 1	<u>(\$ 145,000)</u>
Total: Proposed Amendment No. 2	<u>\$ 985,000</u>

A copy of the proposed scope of work is attached.

BUDGET IMPACT

Appropriations for the proposed program are included in the adopted FY 2027 budget as detailed above.

RECOMMENDATION

At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve the proposed Second Amendment to the Agreement with Anyone Collective and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**DIGITAL CONTENT MANAGEMENT SYSTEM
SUPPORT AND SERVICES AGREEMENT**

Presented by
Scott Kimball, Deputy Executive Director
Business Development

SUMMARY

At its meeting on July 20, 2026, the Finance and Administration Committee (“Committee”) voted (3–0) to recommend that the Commission approve a proposed Support and Services Agreement (“Agreement”) with Synect LLC (“Synect”) to provide maintenance and support services for the Digital Content Management System (“DCMS”), the system which manages the content to be shown at the displays located at the ticket counter, gates, baggage claim, as well as flight information displays in the Replacement Passenger Terminal (“RPT”).

BACKGROUND

Through its Passenger 360 platform, Synect, a DCMS provider established in 2011, is able to deliver clear, multilingual digital content across airport spaces. Synect’s Passenger360 platform is currently supporting digital content at San Francisco International Airport, Harry Reid Las Vegas International Airport, Orlando International Airport, Dallas Fort Worth International Airport, and Spokane Airport. Digital content that will be displayed at the RPT will provide flight and wayfinding information to passengers. The display locations include the area behind the ticket counter check-in lobby, post security area, at gate holdrooms, and baggage claim area.

Synect was selected as the DCMS provider through a procurement effort by the design builder, HPTJV. The cost of the first year of service is part of the warranty package that is included in the Guaranteed Maximum Price project budget. The proposed Agreement engages Synect to provide maintenance and support services at the RPT for an additional four years after the initial first year of support at a total cost of \$202,703. Services to be provided include system diagnosis, timely resolution of issues, and software system updates to ensure seamless information is available to passengers. The proposed Agreement also includes a content package that enables integration of local events and other promotions in the displays that may be of interest to the Authority. Additionally, technical support is available to Staff 24 hours a day, 365 days a year, including remote help desk support, and continuous monitoring of the system.

The proposed Agreement will ensure the DCMS at the RPT is properly maintained and supported for the continuous display of flight-related and wayfinding information to passengers.

DETAILS

Key components of the proposed Agreement are:

Cost: Year 1: No cost warranty period
 Year 2: \$ 86,500.00 (includes a one-time cost of \$50,000 for Content Package)
 Year 3: \$ 37,595.00
 Year 4: \$ 38,723.00
 Year 5: \$ 39,885.00
 Total: \$ 202,703.00

Term: Automatically renews each year up to a maximum of 5 years

Termination: 60 days prior notice by either party

FUNDING

The first year of service is included in the warranty for the DCMS. Appropriations for continued service will be requested during the budget development process in future years.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Agreement with Synect and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF CONTRACTOR CHANGE REQUEST (CCR-00094) FOR TEMPORARY
POWER AND THIRD-PARTY QC INSPECTION IMPACTS
REPLACEMENT PASSENGER TERMINAL PROJECT**

Presented by Roger Johnson
Executive Program Manager
Jacobs Project Management Co.

SUMMARY

At its meeting on August 5, 2026, the Executive Committee (“Committee”) voted (3–0) to recommend that the Commission approve Contractor Change Request (“CCR”) No. 00094 in the amount of \$7,913,630 to Holder, Pankow, TEC – A Joint Venture (“HPTJV”) for cost impacts associated with temporary construction power and expanded third-party Quality Control (“QC”) inspection requirements on the Replacement Passenger Terminal (“RPT”) Project. The CCR does not include a request for additional contract time.

These requested costs reflect the negotiated resolution of impacts that were not reasonably foreseeable at the time of Guaranteed Maximum Price (“GMP”) development. The resolution was developed through a collaborative evaluation process involving HPTJV, the Authority, and Jacobs Project Management Co. (“Jacobs”).

The requested CCR amount represents a negotiated, data-driven adjustment based on the parties’ review of actual costs, supporting documentation, contractual responsibility, and the circumstances underlying the asserted impacts.

BACKGROUND

On December 19, 2022, the Commission awarded HPTJV a design-build agreement for the RPT Project. On May 6, 2024, the Commission approved the GMP for the Project and authorized the use of Owner’s Contingency in accordance with Resolution No. 499.

The RPT Project is an approximately \$1.3 billion capital program and is being delivered using a Progressive Design-Build (PDB) methodology. This approach requires concurrent design and construction activities, continuous coordination among stakeholders, and real-time validation of constructed work.

Contractually, HPTJV is required to provide temporary utilities during construction. HPTJV worked closely with the Authority’s project management team and Burbank Water and Power (“BWP”) to identify when temporary utility power would become available at the site. The temporary power costs included in the GMP were based on the information available during GMP development and early coordination with BWP.

HPTJV is also required by contract to provide Quality Assurance/Quality Control (“QA/QC”) services during construction, including services performed by subcontracted third-party testing and inspection firms. The costs included in the GMP for these services were based primarily on HPTJV’s anticipated staffing, duration, and inspection effort.

As the Project has progressed, it has become evident that actual project conditions in these two areas deviated materially from those baseline assumptions.

On January 27, 2026, HPTJV submitted its original Design-Builder Impact Summary and Request seeking additional compensation for multiple categories of asserted project impacts. Jacobs responded by memorandum dated February 16, 2026, identifying the information needed to evaluate entitlement, causation, schedule effects, and cost support for any potential adjustment to the GMP.

On March 31, 2026, HPTJV submitted its Design-Builder Impacts Summary Update in response to Jacobs’ February 16, 2026 memorandum. The March 31 submission requested a total of \$15,156,083 for Design-Builder and design contingency associated with Owner changes, temporary power generation, third-party QC inspection overruns, Area C acceleration, and general acceleration.

Jacobs responded by memorandum dated April 28, 2026. Jacobs concluded that the contingency and acceleration categories had not demonstrated a sufficient contractual basis for Owner funding, while temporary power and third-party QC inspection impacts warranted additional evaluation if supported by further documentation and refinement.

On May 27, 2026, HPTJV responded to Jacobs’ April 28, 2026 memorandum and narrowed the request under active consideration to \$9,765,030, consisting of \$2,891,001 for temporary power and \$6,874,029 for third-party QC inspection impacts. The parties then continued focused negotiations and open-book review of these two categories.

On July 1, 2026, HPTJV submitted CCR-00094 in the negotiated amount of \$7,913,630. The CCR consists of \$2,891,001 for temporary construction power and \$5,022,629 for third-party QC inspection impacts, with no request for additional work days.

ISSUE

HPTJV identified cost impacts in two primary areas that exceeded GMP assumptions and were asserted to be outside contractor-controllable risks and not reasonably anticipated at the time of GMP establishment.

Following review of project records, contract requirements, cost documentation, and the circumstances associated with these impacts, the project management team determined that a negotiated Owner-funded change is appropriate. The negotiated resolution recognizes that the impacts involved multiple contributing factors and that not all costs asserted by HPTJV are recoverable.

TEMPORARY CONSTRUCTION POWER

HPTJV’s GMP assumed that BWP would provide temporary utility power to the Project site by July 15, 2024. Temporary utility power became available on July 2, 2025, nearly one year later

than initially scheduled. This delay required HPTJV to continue operating temporary generators and associated distribution systems longer than anticipated in the GMP.

In addition to the delayed availability of utility power, the final configuration through which temporary power was delivered required continued reliance on generators for several months after initial energization. Utility power was ultimately provided through a single connection point within a new permanent utility yard, requiring substantial portions of the permanent distribution infrastructure to be completed before utility power could be effectively utilized throughout the 49-acre project site. As a result, generator operations continued well beyond the date temporary utility service first became available.

Operating under generator power conditions created sustained inefficiencies across the Project, including:

- Occupation of critical staging and work areas by generators and associated distribution equipment
- Limited practical deployment capacity due to site congestion and logistics constraints
- Allocation challenges in distributing finite generator power across multiple work fronts
- Instability of generator systems, resulting in frequent breaker trips and outages
- Resulting interruptions in workforce productivity while power was restored

Field observations, foreman reports, coordination records, and operational logs consistently documented inefficiencies associated with generator-powered operations, including localized outages, breaker trips, power allocation constraints, equipment relocations, and work interruptions. These impacts were incorporated into the negotiated cost evaluation using conservative assumptions developed through joint review by HPTJV and the project management team.

Despite ongoing coordination by HPTJV, BWP, Jacobs, and Authority staff to mitigate the impacts, the timing and configuration of temporary power delivery remained dependent on external utility constraints. Following review and negotiation, the parties agreed to \$2,891,001 for this portion of CCR-00094.

THIRD-PARTY QC INSPECTIONS

The Project's contract documents established baseline expectations for QA/QC testing. However, as construction progressed, the inspection environment evolved significantly due to the unique characteristics of the Project.

Factors contributing to expanded inspection requirements included:

- The unprecedented size and complexity of the Project within the City of Burbank
- First-time implementation of Progressive Design-Build delivery within the jurisdiction
- A highly sequenced and schedule-driven construction program requiring continuous inspection support

As a result, inspection processes evolved to include:

- Increased inspection staffing levels beyond GMP assumptions
- Extended durations of inspection activities
- Greater frequency and continuous presence of inspectors
- Expanded coordination across multiple inspection entities

Importantly, the increase in cost is attributable to increased volume of inspection services (staffing, hours, duration) not by increases in unit rates.

The CCR does not seek recovery for compliance with baseline contractual quality requirements. Rather, it addresses a negotiated portion of the incremental cost associated with the actual level of third-party inspection staffing and effort ultimately required to support project execution. After removing projected future costs and other amounts not included in the settlement, the parties agreed to \$5,022,629 for this portion of CCR-00094.

SOLUTION

HPTJV, Jacobs, and Authority staff engaged in a multi-month collaborative evaluation and negotiation process to:

- Assess contractual entitlement under the design-build agreement
- Validate the underlying causes of the impacts
- Review actual cost data including invoices, labor records, and field reports
- Develop a mutually understood and supportable cost basis

This process included multiple working sessions, open-book cost reviews, and iterative refinement of assumptions and methodology.

The review process included validation of underlying conditions, evaluation of contractual responsibility, verification of supporting documentation, and negotiation of a mutually acceptable resolution.

The review further recognized that the impacts associated with temporary power and third-party inspection services were influenced by multiple contributing factors, some attributable to project conditions outside the contractor's control and others associated with project execution and concurrent activities. Because these impacts were not always capable of precise allocation, the project management team and HPTJV utilized available documentation, project records, and professional judgment to develop a negotiated settlement that reasonably reflects the Owner's share of responsibility.

Through this effort, the parties reached a negotiated value of \$7,913,630, consisting of \$2,891,001 for temporary construction power and \$5,022,629 for third-party QC inspection impacts. This amount represents a reduction from the \$15,156,083 requested on March 31, 2026 and the \$9,765,030 remaining under consideration following HPTJV's May 27, 2026 response. The settlement excludes the previously asserted contingency and acceleration categories.

COST BASIS

The costs presented in this CCR were developed using a bottom-up, actual-cost-based methodology, supplemented by limited forecasting based on demonstrated project performance.

Key elements of the methodology include:

- Use of actual incurred costs derived from vendor invoices, timekeeping systems, and cost reports
- Activity-based cost coding to isolate impacts and prevent commingling with unrelated costs
- Quantification based on field logs and production records
- Forecasting based on recent run-rate averages and confirmed remaining durations
- Deduction of GMP allowances to ensure recovery is limited to net impacts

Temporary Construction Power

Costs are driven by duration and include generator equipment, fuel, distribution systems, labor for installation and maintenance, and conservative allowances for inefficiencies documented in the field.

Third-Party QC Inspections

Costs are based on actual third-party inspection invoices and reflect increased staffing levels, inspection hours, and duration of engagement. All costs are traceable to specific work phases and are supported by auditable documentation.

The costs included in this CCR are intentionally limited to direct impacts only. No contractor inefficiency costs related to inspection activities and no delay or disruption claims are included.

The negotiated amount represents a partial recovery of HPTJV's asserted impacts and reflects a balanced and conservative resolution based on the record reviewed by the parties.

FUNDING

The proposed CCR will be funded by the Owner's Contingency budget.

To date, \$17,419,525 has been executed through Task Order Amendments, leaving a current balance of \$38,580,475. However, after accounting for this CCR, projected future drawdowns and credits, the remaining contingency balance is estimated at \$2,944,689.

Original Budget	Authorized to Date	Current Balance	Projected Draw Downs	Estimate at Completion	Remaining Balance
\$56,000,000	\$17,419,525	\$38,580,475	\$35,635,786	\$53,055,311	\$2,944,689

The conditions giving rise to this CCR were determined to be:

- Extraordinary and project-specific
- Driven by external factors and evolving project conditions

- Outside the risks reasonably covered by HPTJV's contingency at the time of GMP development

Use of Owner's Contingency for this CCR is therefore appropriate.

RECOMMENDATION

Approval of this CCR will:

- Formalize a collaboratively negotiated and validated resolution
- Compensate documented and unavoidable project impacts
- Support continued progress of the RPT Project under established contractual frameworks

The project management team has reviewed the entitlement considerations and cost basis supporting CCR-00094 and concludes that the negotiated amount represents a fair, reasonable, and supportable adjustment to the GMP and is in the best interest of the Authority.

At its meeting on August 5, 2026, Committee voted (3–0) to recommend that the Commission approve CCR No. 00094 in the amount of \$7,913,630 for Temporary Construction Power and Third-Party QC Inspection impacts and authorize a corresponding increase to HPTJV's GMP for the RPT Project, with no associated extension of contract time.

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Renne Public Law Group, LLP)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Renne Public Law Group, LLP, dba Renne Public Policy Group ("Consultant"), a California limited liability partnership.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: advisory and advocacy service related to legislative policy issues.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Airport Rules and Regulations": May 4, 2020 Restated Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Commencement Date": September 1, 2023.

C. "Contract Administrator": Pamela Marcello or a duly authorized designee.

D. "Executive Director": Frank R. Miller or a duly authorized designee.

E. "Expiration Date": August 30, 2026, unless extended as provided below.

F. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

G. "Fee Schedule": the fee schedule set forth in the attached Exhibit B, subject to adjustment as provided below.

H. "Indemnitees": the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

J. "Liabilities": any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

K. "Services": the tasks set forth in the attached Exhibit A.

L. "TBI": TBI Airport Management, Inc.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

C. In the event any claim is brought against the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. The base term of this Agreement shall be three years commencing on the Commencement Date and expiring on the Expiration Date, unless earlier terminated as provided herein.

B. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

C. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. Additionally, the Authority shall reimburse Consultant for expenses according to the Fee Schedule.

B. Commencing in Year 2 of this Agreement, Consultant may request an annual adjustment to the all-inclusive hourly rate effective, based on an increase in the Consumer Price Index for the preceding twelve (12) months for the Los Angeles area (all indices) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or by 5%, whichever is less. Submission of proposed CPI-adjusted rates shall be submitted by Consultant for consideration no later than July 1 of each year to be considered by the Authority. Missing this deadline shall mean Consultant has waived its right to request a CPI-adjustment for the coming year's services. Each CPI-adjustment shall require approval by the Authority Commission, which shall have absolute discretion.

C. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

6. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

7. COVID-19 Exposure Notice. If Consultant learns that any Authority or TBI employee has a potential COVID-19 exposure from contact at the Airport with a qualifying individual (as defined in Labor Code Section 6409.6) employed by Consultant in the performance of the Services, then Consultant shall notify the Authority of that fact within one business day. Consultant's obligation under this section shall survive expiration or termination of this Agreement.

8. Work Product Ownership. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

9. Confidentiality. Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written

authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

10. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

11. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

12. Insurance. Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

13. Suspension. The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

14. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

Consultant
Renne Public Law Group, LLP
350 Sansome Street, Floor 3
San Francisco, CA 94104

Attn: Pamela Marcello
E-mail: pmarcello@bur.org

Attn: Dane Hutchings
E-mail: dhutchings@publicpolicygroup.com

15. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

16. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

17. Exhibits. Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.

18. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

19. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Renne Public Law Group, LLP dba Renne Public Policy Group

By:  _____

By: _____

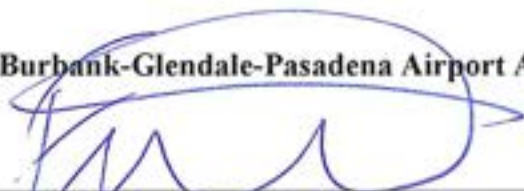
Print Name: Jonathan V. Holtzman

Print Name: _____

Title: Managing Director

Title: _____

Burbank-Glendale-Pasadena Airport Authority



Felicia Williams, President

Approved as to form:



Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)

EXHIBIT A – SCOPE OF SERVICES

A-1. Purpose: The Authority is entering into this Agreement to obtain advisory and advocacy services related to legislative policy issues under consideration by State elected officials and State agencies. Consultant will assist the Authority in monitoring and advocating on legislative and regulatory proposals with potential impact to the Authority and the Airport.

A-2. Scope of Consultant's Responsibilities, Consultant-Provided Services and Consultant-Provided Deliverables. In accordance with and at the direction and approval of the Authority, Consultant shall provide the following Services.

A. Services: Consultant shall assist the Authority by advising and advocating on public policy issues under consideration by State elected officials and State agencies. Consultant shall monitor and advocate on legislative and regulatory proposals of interest to the Authority and provide the Authority with frequent updates on these activities. Consultant shall coordinate meetings and establish ongoing relationships with key State officials and decision makers. Specifically, Consultant shall:

1. Monitor and keep Authority staff informed of existing and proposed State legislative and regulatory policy issues and actions that would positively or negatively impact the Authority, the Airport or other Authority interests.
2. Proactively identify opportunities to develop legislation and regulations that will benefit the Authority, the Airport or other Authority interests.
3. Prepare comments or otherwise respond to proposed legislative changes, regulatory changes and other State actions that may impact the Authority, the Airport or other Authority interests.
4. Develop and update the Authority's annual legislative agenda and develop strategies necessary for its implementation.
5. Maintain liaison between the Authority and its delegation in the Legislature and provide assistance to the delegation in any matter that furthers the objectives of its legislative agenda.
6. Serve as a liaison between the Authority and the Legislature, the Governor, and other officials in State government as identified by the Authority.
7. Proactively promote the Authority's position on policy matters to elected officials, their staffs, and other decision makers through personal contact, written correspondence, and/or testimony.
8. Prepare letters in support of the Authority's position to members of the State Legislature, Legislative committees, Executive Branch agencies or other key stakeholders and forward to the Authority for approval and signature.

9. Provide copies of bills, amendments, committee reports and analyses, regulations, or other information available that is related to the Authority's interests, when requested.
10. Prepare testimony to be presented by Authority Commissioners or staff before legislative or regulatory bodies.
11. Arrange and attend meetings with State officials and help establish relationships between State legislators or State agency representatives and the Authority.
12. Proactively identify opportunities and provide assistance to obtain grants for capital projects, environmental initiatives and other airport-related programs and projects.
13. Attend Authority Commission and Committee meetings, management meetings, staff briefings, or other meetings when requested.
14. Develop and participate in strategic coalitions with associations and governmental organizations in furtherance of the Authority's legislative agenda as requested.
15. Register, on behalf of the Authority, with the necessary State officers and agencies, and comply with all reporting requirements mandated by the Fair Political Practices Commission, and any other legal requirements.
16. Provide frequent written updates to the Authority on activities related to all items listed above.

B. Supplemental Work: If and when the Authority requests Consultant to provide services in addition to those specified above, Consultant shall develop a work plan detailing the specific tasks to be completed and providing a detailed not-to-exceed budget for performing such tasks. Consultant shall not perform any Supplemental Work until the Authority has issued a written notice-to-proceed with the execution of the work plan. Consultant will not be authorized to perform or invoice the Authority for any work not specifically authorized in the notice-to-proceed.

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EXHIBIT B
Fee Schedule

(attached)

In accordance with RFP requirements and as detailed in Exhibit B of the propped service agreement, RPPG proposes a flat retainer fee for all services outlined. This proposed pricing includes all work performed by RPPG primary staff, advisors, and operational/administrative support and also includes all costs associated with the quarterly filings required by the Fair Political Practices Commission.

State Legislative and Advocacy Consulting Services	\$8,300.00 per month	(\$99,600 annually)
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This does not include travel-related expenses which would only be assessed as detailed in Exhibit B, Section B-2 of the proposed service agreement.

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EXHIBIT C
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.
 - A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.
 - B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
 - C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.
 - D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.
2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:
 - A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.
 - B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
 - C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.
 - D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.
 - E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a

provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnites.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnites, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT D
Non-AIP Project Federal Requirements

For purposes of this Exhibit, the term "Contractor" means "Consultant."

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination

prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / HNTB Corporation)

This Amendment No. 1 ("First Amendment") to the June 2, 2025 Professional Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and HNTB Corporation ("Consultant"), a Delaware Corporation, is dated August 17, 2026 for reference purposes.

RECITALS

A. The parties executed the Agreement to provide for the Authority's retention of Contractor as an independent contractor to provide design services for Taxiway A/C Extension/Construction projects.

B. The parties desire to amend the Agreement to: (i) add design services for security cameras and associated fiber to be located near the project site; (ii) increase the contract limit; and (iii) update the federal requirements exhibit.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 1. Paragraphs (D) and (K) of Section 1 (Definitions) of the Agreement is amended to read as follows:

"E. 'Contract Limit': \$3,515,260.

k. 'Services': the tasks set forth in the attached Exhibits A and A-1."

2. Addition of Exhibit A-1. The attached Exhibit A-1 is added to the Agreement and incorporated by reference.

3. Substitution of Exhibit D-1. The attached Exhibit D-1 is substituted for Exhibit E of the Agreement. All references in the Agreement to Exhibit D shall be deemed to refer to the attached Exhibit D-1.

4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

5. Preservation of Agreement. Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

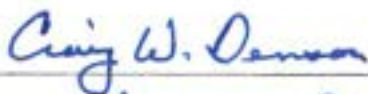
[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below.

HNTB Corporation

By: 
Print Name: C. YOGA CHANDRAN

☐ Chairperson ☐ President ☒ Vice President

By: 
Print Name: Craig W. Denson

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line]

Burbank-Glendale-Pasadena Airport Authority

President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A-1
Supplemental Scope of Services

INTRODUCTION

HNTB Corporation (Consultant) has been contracted to provide Airside Design Services through Request for RFP No. EN24-02 in August 2024 for the design documents of the Taxiway A & C Extension. The original scope of this task order was focused on the extension of Taxiways A and C to provide full length, parallel taxiways that meet all FAA runway separation standards and eliminates back taxiway maneuvers that are currently required when north bound operations take place. As the design effort has progressed, Hollywood Burbank Airport (BUR) has now requested HNTB to develop design for security cameras and associated fiber that are to be located near the Taxiway A & C project site.

The following scope of work represents the effort required of the consultant team beyond the original task order to implement the additional scope.

SCOPE OF WORK

1. PROJECT MANAGEMENT

Consultant will provide project management and coordination services needed to manage the efforts described in this scope of work (SOW). These services include:

1.1 Subconsultant Coordination

Consultant will procure outside services from its Project Team required to complete the work included in this task order. Consultant will be responsible for the management of the Project Team, including communications, delivery management, contracting, and invoicing. Anticipated subconsultants include:

- Lean Technology Corporation – Fiber Infrastructure

1.2 Project Administration

Consultant will develop and maintain a project budget system to monitor internal and external labor and expenses for the work included as part of this task order. Consultant will prepare compiled invoices per Burbank Airport standards, including the required contract compliance reporting, on a monthly basis.

2. STAKEHOLDER COORDINATION

The project will require close coordination with stakeholders in order to review potential alternatives and confirm design criteria. This effort is expected to include the following:

2.1 BUR Coordination

It is anticipated that the proposed project will require close coordination with several departments within Burbank Airport. Consultant will engage BUR as directed through the duration of this task order to collect relevant design criteria and develop consensus around

proposed design. It is anticipated that this effort will require close coordination with the following BUR Departments:

- Airfield Operations (Ops)
- Planning and Engineering Group
- Maintenance
- IT Department
- Associated Tenants and Airlines

Consultant shall conduct one (1) initial virtual design review meeting with project stakeholders to discuss surveillance goals, camera technologies under consideration, and the proposed coverage strategy for the operational area.

2.2 Adjacent and Concurrent Projects

Consultant will continue to participate in monthly coordination meetings with the Replacement Passenger Terminal Design-Build team (Holder-Pankow-TEC Joint Venture) to advance the fiber and power coordination efforts.

3. DATA COLLECTION

Consultant will supplement existing and future conditions data within the project site to support the design effort. Pertinent and readily available records and utility information will be identified and obtained from BUR. For all data collection efforts on the AOA, it is assumed that airport staff will provide escorting and that no badging or driving training will be required.

3.1 Site Investigation

Consultant shall complete a field walk of the existing site and structures documenting the existing conditions. Consultant shall conduct communication circuit investigation. Photos will be logged and combined.

3.2 Record and Terminal Demo Drawing Review

BUR to provide digital copies of relevant reports, details, and drawings. Consultant may rely on any documents, information, and materials provided by or through BUR.

4. 90% DESIGN DOCUMENTS

Consultant will prepare a 90% design submittal for this extra service request. The design documents will be incorporated into the overall project 90% design submittal.

4.1 Comment Resolution

BUR will review deliverables as part of this ESR and provide comments to the consultant within two (2) weeks of the 60% submittal. The consultant will log all the comments and provide responses via Bluebeam or in a comment matrix.

4.2 Develop 90% Design Drawings

Consultant will prepare 90% design plans. Refer to Fee Schedule for a detailed list of anticipated sheets.

4.3 Draft Technical Specifications

Consultant will prepare draft Technical Specifications for the ESR scope of work. The specifications will be developed in accordance with BUR standard specifications and the current copy of the FAA's advisory circular pertaining to standards for airport construction.

4.4 Prepare 90% Quantity Take-offs and Cost Estimate

Consultant to complete quantity take-offs and incorporate the ESR scope of work into the overall probable construction costs. This cost estimate will be based on recent bid sheets and include a contingency for future design development.

4.5 Engineer's Report

Consultant will update the Engineer's Report in concert with the 90% design submittal incorporating the ESR scope of work. The Consultant will include design criteria, existing conditions, deviations, or modifications associated with airport standards.

4.6 QA/QC Review

Prior to submittal to BUR, Consultant will complete a QA/QC review of the design deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables. A digital record of the QA/QC will be logged and made available to the client upon request.

4.7 Submittal of 90% Design Documents

Consultant will include the additional scope of work within the 90% submittal package to be delivered to BUR.

5. FINAL (100%) DESIGN DOCUMENTS

5.1 Comment Resolution

BUR will review deliverables as part of this ESR and provide comments to the consultant within two (2) weeks of the 90% submittal. The consultant will log all the comments and provide responses via Bluebeam or in a comment matrix.

5.2 Final Design Drawings

Consultant will prepare final design plans. Refer to Fee Schedule for a detailed list of anticipated sheets.

5.3 Final Technical Specifications

Consultant will prepare Final Technical Specifications for the ESR scope of work. The specifications will be developed in accordance with BUR standard specifications and the current copy of the FAA's advisory circular pertaining to standards for airport construction.

5.4 Prepare Final Quantity Take-offs and Cost Estimate

Consultant to complete quantity take-offs and incorporate the ESR scope of work into the overall probable construction costs. This cost estimate will be based on recent bid sheets and include a contingency for future design development.

5.5 Final Engineer's Report

Consultant will update the Preliminary Engineer's Report in concert with the detailed design submittal incorporating the ESR scope of work. The Consultant will include design criteria, existing conditions, deviations, or modifications associated with airport standards.

5.6 QA/QC Review

Prior to submittal to BUR, Consultant will complete a QA/QC review of the design deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables. A digital record of the QA/QC will be logged and made available to the client upon request.

5.7 Submittal of Final Design Documents

Consultant will include the additional scope of work within the final submittal package to be delivered to BUR.

6. BID SUPPORT SERVICES

Following submission of the Final Design documents, consultant will assist in the assembly of the final RFP Documents for the additional services. BUR will lead this effort, but will require consultant participation in the following areas:

- 6.1 Respond to bidder questions about additional services
- 6.2 Prepare additional services addendum
- 6.3 Prepare additional services conformed set

SCHEDULE

The effort of this scope of work will be completed within the confines of the Taxiway A & C task order.

ASSUMPTIONS AND EXCLUSIONS

The following assumptions and or exclusions were made in the development of this scope:

1. It is assumed that Terminal Design Builder – HPTJV will relocate the existing fiber loop that is located within the footprint of the existing terminal. The relocation is assumed to not interfere with the location of Taxiway A & C project. Therefore, a further relocation of the fiber loop is not anticipated and excluded from this ESR.
2. Commissioning and Testing. The contractor must provide detailed work plans and follow BUR testing and commissioning requirements.
3. Detailed as-builts/plans for the terminal demo project will be provided by BUR.
4. BUR security will provide camera locations and camera manufacturer specifications.
5. This scope assumes a single design package. Multiple design packages and/or the use of additive alternatives will result in additional design effort that is not included in this scope of work.
6. Additional work not covered within this task order will be issued as subsequent task-orders or an amendment to this task order. Change to the scope within this task order will be issued as an amendment. Any changes to this scope of services will be negotiated and agreed upon in writing prior to proceeding with work.
7. No badging or AOA driver training required. Airport Engineering staff will provide escorts for field data collection.
8. Any aspect of commissioning or testing of the camera system is excluded from this scope.

EXHIBIT D-1
AIP Project Federal Requirements

References in this Exhibit to "Contractor" shall be deemed to refer to Consultant. References in this Exhibit to "Sponsor" shall be deemed to refer to the Authority. Consultant shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. Access to Records and Reports

Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. Breach of Contract Terms

A. Any violation or breach of terms of this contract on the part of Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

B. The Authority will provide Consultant written notice that describes the nature of the breach and corrective actions Consultant must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Consultant until such time Consultant corrects the breach or the Authority elects to terminate the contract. The Authority's notice will identify a specific date by which Consultant must correct the breach. The Authority may proceed with termination of the contract if Consultant fails to correct the breach by the deadline indicated in the Authority's notice.

C. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

5. Clean Air and Water Pollution Control

A. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Consultant agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

B. Consultant must include this requirement in all subcontracts that exceed \$150,000.

6. Certification of Offeror/Bidder Regarding Debarment

A. By submitting a bid/proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. The successful offeror, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful offeror will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

C. If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

7. Disadvantaged Business Enterprises

A. Contract Assurance (49 CFR § 26.13) – The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

B. Prompt Payment (49 CFR § 26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

C. Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

1. The prime contractor must not terminate a DBE subcontractor listed in response to the Disadvantaged Business Enterprises section of the solicitation for this Agreement (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the Authority. Unless the Authority's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

3. The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

4. Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

5. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days.

6. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

8. Distracted Driving

A. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

B. In support of this initiative, the Authority encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

9. Domestic Preferences for Procurements

The offeror certifies by signing and submitting this proposal that, to the greatest extent practicable, the offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

10. Federal Fair Labor Standards Act

A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

B. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11. Certification Regarding Lobbying

A. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause

death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Consultant and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232 § 889(f)(1).

14. Prohibition of Covered Unmanned Aircraft Systems (UAS).

A. The offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

B. Consultant warrants that all UAS operations will be conducted in full compliance with all applicable FAA regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

C. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered UAS. This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

15. Termination of Contract

A. Termination for Convenience.

1. The Authority may, by written notice to Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

3. The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. Termination for Cause.

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a. Termination by Authority: The Authority may terminate this Agreement for cause in whole or in part, for the failure of Consultant to:

1. Perform the services within the time specified in this contract or by the Authority approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the services; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the services.

Upon receipt of the notice of termination, Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

b. Termination by Consultant: Consultant may terminate this Agreement for cause in whole or in part, if the Authority:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than 180 days due to reasons beyond the control of Consultant.

Upon receipt of a notice of termination from Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority and Consultant cannot reach mutual agreement on the termination settlement, Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority's breach of the contract.

In the event of termination due to Authority breach, Consultant is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by Consultant through the effective date of termination action. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

16. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), Consultant and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**NON-EXCLUSIVE PEER-TO-PEER VEHICLE SHARING LICENSE
AGREEMENT**

BETWEEN

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

AND

TURO INC.

TABLE OF CONTENTS

	<u>Page No.</u>
1. <u>Definitions.....</u>	2
2. <u>Term; Termination.....</u>	2
3. <u>Fees.....</u>	3
4. <u>Laws, Rules and Regulations.....</u>	5
5. <u>Permits and Licenses.....</u>	8
6. <u>Use of Airport.....</u>	8
7. <u>Vehicles.....</u>	9
8. <u>Owners.....</u>	10
9. <u>No Interference.....</u>	10
10. <u>Nuisance.....</u>	10
11. <u>No Advertisement of Solicitation.....</u>	11
12. <u>Insurance.....</u>	11
13. <u>Indemnity.....</u>	12
14. <u>The Authority is Not Responsible.....</u>	13
15. <u>Default.....</u>	13
16. <u>No Assignment.....</u>	14
17. <u>Non-Discrimination and Compliance with Federal Requirements.....</u>	14
18. <u>Compliance with FAA Grant Assurances and Airport Use.....</u>	14
19. <u>Public Records.....</u>	14
20. <u>Miscellaneous.....</u>	14

EXHIBITS

Exhibit "A" - Designated Area

Exhibit "B" - Self-Report Form

Exhibit "C" - Non-Discrimination and Compliance with Federal Requirements

Exhibit "D" - FAA Grant Assurances and Airport Use

NON-EXCLUSIVE PEER-TO-PEER VEHICLE SHARING LICENSE AGREEMENT

THIS NON-EXCLUSIVE PEER-TO-PEER VEHICLE SHARING LICENSE AGREEMENT("Agreement") is dated _____ for reference purposes and is executed by the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a California joint powers agency ("Authority") and TURO INC., a Delaware Corporation ("Operator").

RECITALS

A. The Authority is the owner and operator of the Bob Hope Airport ("Airport") and has the right to control the conduct of commercial activities at the Airport and the means and methods of access to the Airport and its passenger terminal and other facilities.

B. Operator, a Peer-to-Peer Vehicle Sharing provider, and Authority mutually desire to enter into an agreement in order to allow Operator to provide Peer-to-Peer Vehicle Sharing on a non-exclusive basis, to connect Shared Vehicle Owners with Airport Customers through a Peer-to-Peer Vehicle Sharing platform.

C. Operator acknowledges that this Agreement is being entered into under the provisions of California Public Utilities Code §§21690.5 et seq., and in particular § 21690.9.

D. In furtherance of the policy of the State of California to promote commerce and tourism at publicly owned and operated airports, the Authority has considered the public safety and convenience, the quality of facilities or services to be provided by Operator, the need to conserve Airport space and avoid duplication of facilities and services serving the Airport, the impact on the existing facilities of the Airport as an essential commercial and tourist service center, the need to avoid destructive competition that may impair the quality of Airport services to the public or lead to uncertainty, disruption or instability in the rendering of such services, the need to generate revenues for the maintenance and operation of the Airport facilities and services, and the need to replace established sources of revenue to the Authority that may be diminished as a result of the operation of Operator's business.

E. Based upon the considerations described above, the Authority is willing to grant to Operator a Non-Exclusive Peer-To-Peer Vehicle Sharing License Agreement ("License") that will provide Shared Vehicle Owners and Shared Vehicles with authorized access to designated portions of the Airport for commercial purposes, including the right to use the Airport roads and designated facilities for transportation of passengers and their baggage by car, provided that Operator enters into and complies with the terms of this Agreement.

F. In consideration of the issuance to Operator of the License, Operator is willing to enter into this Agreement and to accept and be bound by the terms and conditions set forth herein. Operator is further willing to take steps necessary to ensure that Shared Vehicle Owners and Airport Customers comply with the terms and conditions set forth herein.

THEREFORE, the parties agree as follows:

1. Definitions.

1.1. Airport Customer. "Airport Customer" shall mean any person receiving delivery of a Peer-to-Peer Shared Vehicle on Airport Property. Operator shall ensure Airport Customers comply with terms and conditions of this Agreement.

1.2. Designated Area. "Designated Area" is the area at the Airport where Shared Vehicles are picked up by Airport Customers. The exact location of the Designated Area at the Airport is defined in Section 6.4 and shown in Exhibit A.

1.3. Peer-to-Peer Vehicle Sharing. "Peer-to-Peer Vehicle Sharing" shall mean an arms-length, remote, web-based, or mobile transaction where a Shared Vehicle Owner allows a third party to use the Shared Vehicle(s) for a fee. This includes, but is not limited to, Reservations made through Operator's website, mobile application, or any other virtual platform that connects Shared Vehicle Owners with Airport Customers seeking to reserve the Shared Vehicle(s), with the Shared Vehicles(s) being dropped off to the Airport Customer on Airport property.

1.4. Peer-to-Peer Vehicle Sharing Reservation or Reservation. "Peer-to-Peer Vehicle Sharing Reservation" or "Reservation" shall mean an online electronic reservation completed for an Airport customer in Operator's Peer-to-Peer Vehicle sharing platform, website, mobile application, or other virtual platform that initiates a reservation for a Shared Vehicle between Owner and an Airport Customer where the Shared Vehicle Owner delivers the vehicle to the Airport Customer.

1.5. Shared Vehicle. "Shared Vehicle" means a licensed motor vehicle that has been shared or is available to be shared from a Shared Vehicle Owner through a Turo controlled platform.

1.6. Shared Vehicle Owner or Owner. "Shared Vehicle Owner" or "Owner" means an individual or company that owns, leases, or otherwise has control over a Shared Vehicle and uses Operator's website, mobile application, or any other platform for Peer-to-Peer vehicle sharing of a shared vehicle. Shared Vehicles are not required to display a decal or placard to identify the Shared Vehicle, but this requirement may be modified by the Airport Executive Director. Trade dress is required for in-person vehicle exchanges only, as described in Section 7.2 of this Agreement. Operator shall ensure Shared Vehicle Owners comply with the terms and conditions of this License.

2. Term; Termination.

2.1 Term. The term of this Agreement shall commence on _____, 2026 ("Commencement Date") and, unless extended or sooner terminated in accordance with this Agreement, shall expire three (3) years after the Commencement Date ("Expiration Date").

2.2 Extension of Term. Operator may request to extend the term of this Agreement for successive periods of one (1) year. In the event the Operator desires to request such an extension, the Operator must submit a Request for Extension to the Authority ninety (90) days

prior to the Expiration Date of the then current Term. The Authority's Executive Director, or designated designee, will provide Operator written approval or denial of the Request for Extension. Operator acknowledges that the Authority is under no obligation to extend the term of this Agreement and may approve or deny a Request for Extension at its discretion.

2.3 Termination Upon Event of Default. The Authority shall have the right to terminate this Agreement immediately upon the occurrence of an Event of Default.

2.4 Termination Without Cause. Each party shall have the right to terminate this Agreement at any time without cause upon the delivery to the other party of at least thirty (30) days' prior written notice.

2.5 Consequences of Expiration or Termination. Operator acknowledges that in the event this Agreement is terminated, the Authority reserves the right to prohibit Shared Vehicles from accessing any or all portions of the Airport for commercial purposes. Within thirty (30) days following the expiration or termination of this Agreement, Operator shall pay to the Authority any and all undisputed, unpaid amounts incurred and/or otherwise payable by Operator to the Authority pursuant to this Agreement or any other obligation. Notwithstanding any other provisions of this Agreement, the provisions of this Section 2.4 and Sections 12, 13, 14, 19, and 20 shall survive the expiration or termination of this Agreement.

3. Fees.

3.1. Airport Fees. As consideration for entering into this Agreement, Operator shall pay to the Airport Fees as provided in this Section 3. "Fees" shall mean permit Fee, and shall be the amount calculated in accordance with Section 3.2.

3.2. Permit Fee. The Permit Fee shall be Ten percent (10%) of Operator's Gross Receipts collected from Airport Customers through the end of the preceding month.

3.3. Parking Fees. Any and all parking fees associated with utilization of any Parking Garage, Designated Area, or staging area shall be paid directly by the Owner or Airport Customer.

3.4. Gross Receipts. "Gross Receipts" shall mean and include all sums paid or payable to Operator, including payments to Shared Vehicle Owners, for providing Peer-to-Peer Vehicle Sharing services to Airport Customers and for all ancillary activities allowed under this Agreement, except for sums specifically excluded in Section 3.4.i below, regardless of how any sum may be represented to the Airport Customer, how or where Operator received the order for the Peer-to-Peer Vehicle Sharing transaction, where the Shared Vehicle is obtained, or where the Shared Vehicle is returned, whether for cash, credit, or other form of payment, in its performance of its business at the Airport including without limitation:

i. Inclusions.

- (a) Charges for any time and mileage for Vehicle Sharing services, GPS and other electronic devices, ski racks, child restraints, additional driver fees and all other transactions and charges of whatever nature derived from or incidental to Operator's operation under this Agreement;
- (b) Charges for protection plans offered incidental to a Vehicle Sharing agreement;
- (c) All amounts charged to Operator's Airport Customers at the commencement of the Vehicle Sharing transaction for the cost of furnishing and/or replacing fuel provided by Shared Vehicle Owners;
- (d) Any delivery fee charges to pick-up and drop off a Shared Vehicle;
- (e) Any young driver fee charges by Operator;
- (f) All proceeds from long-term bookings of vehicles picked up from any location at the Airport;
- (g) No deduction shall be made for the payment of franchise taxes, privilege taxes levied on Operator's Vehicle Sharing activities, equipment, or real or personal property of Operator.

ii. Exclusions.

- (a) Any Federal, State, County, or City sales or other similar taxes or surcharges separately stated to and collected from Airport Customers.
- (b) Any amounts received from Airport Customers as insurance proceeds or otherwise for damage to Shared Vehicles, or for loss, conversion, or abandonment of such vehicle.
- (c) Any amounts received as payment for and administration on behalf of Airport Customers of red light tickets, parking tickets, tolls, tows, and impound fees.
- (d) Any amounts received by Operator from Airport Customers which are fully passed through to Shared Vehicle Owners without any markup or profit to Operator, such as cleaning fees, and smoking fees.

3.5. Payment Requirements and Reports.

3.5.1. On or before the 20th day of each month, Operator shall submit its operations report to the Authority for the previous calendar month (the "Monthly

Report"). The Monthly Report shall be sent in paper format to Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, CA 91505 Attn: Accounting/Finance Department. Additionally, an electronic version of the Monthly Report shall be emailed to AR@bur.org. The Monthly Report shall be in the form attached in Exhibit B and shall show such detail and breakdowns of Gross Receipts and any applicable exceptions, as may be required by the Authority. All such information shall be accurate at all times. Failure to submit the Monthly Report by the 20th day of the month will result in a fine per the Fine Schedule in Section 4.4.

3.5.2. Operator agrees to pay the Authority fees on or before the 20th day of each calendar month. All monetary obligations under this Agreement shall be made payable to the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, CA 91505. All payments shall be made in legal tender of the United States. Failure to submit fees to the Authority by the 20th day of the month will result in a fine per the Fine Schedule in Section 4.4.

3.6. Security Deposit. Operator Agrees to pay a Security Deposit of \$25,000. The Security Deposit is due to the Authority on or before the Commencement Date. The Security Deposit payment must be made in legal tender of the United States or Letter of Credit.

3.7. Books and Records.

3.7.1. The Authority reserves the right to audit the accounting books and records of the Operator to verify the accuracy of the monthly fees, payments made to the Authority or any other report submitted to the Authority pursuant to this Agreement. Operator must make such books and records available to the Executive Director, or his/her designee, at the Airport within fifteen (15) business days after written request for same. The Authority reserves the right to conduct an unscheduled audit of books, records, and operations at Operator's place of business, without notice, during reasonable business hours.

3.7.2. Operator shall maintain throughout the term of this Agreement and for a four (4) year period after the term, or in the event of a claim by the Authority, until such claim of Authority payments hereunder shall have been fully ascertained, fixed and paid, accurate accounting books and records of all transactions conducted under this Agreement in accordance with generally accepted accounting principles, showing in detail all business transacted in, about or pertaining to the Airport, and Operator must enter all receipts arising from such business in regular books of account and all entries in any such records shall be made at or about the time the transactions occur.

4. Laws, Rules and Regulations.

4.1 Compliance with Laws, Rules and Regulations. Operator and Owners shall comply with all applicable federal, state and local statutes, regulations, rules, ordinances and governmental orders. Operator and Owners shall also comply with all rules, regulations and orders of the Authority ("Rules and Regulations"), as the Rules and Regulations may be modified by the Authority at any time and from time to time, in the Authority's sole and absolute discretion.

Operator acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Operator may obtain a hard copy from the Authority upon request.

4.2 **Operator Compliance Responsibilities.** Operator shall be responsible for ensuring that its members, agents, employees and Owners comply with the provisions of this Agreement and specifically with the operating procedures stated herein. Failure to so ensure compliance may be considered sufficient cause to terminate this Agreement pursuant to Section 2 of this Agreement.

4.3 **Operator Response to Complaints.** In the event that the Authority or Airport staff receive a complaint from an Airport Customer regarding Operator, Operator agents and employees, and/or Owners, the Authority shall notify Operator and send to Operator such complaints. Operator must respond to Airport Customer complaints within 48 hours of receiving the complaints from the Authority.

4.4 **Fine Schedule.** If Operator, an Owner, or an Airport Customer violates any term of this Agreement, the Laws, or the Rules and Regulations, then the Authority may elect to impose administrative fines against Operator on a per violation basis in accordance with the schedule described below:

Violations	Section(s)	Fine
Failure to comply with Airport use regulations	4	\$100 per incident
Failure to adhere to Owner and Shared Vehicle requirements	7, 8	\$200 per incident
Failure to maintain required Shared Vehicle insurance requirements	12	\$100 per day per vehicle
Violating anti-idling guidelines	9, 10	\$250 per incident
Parking in roadway, fire lane, or marked no parking zones and drop off or pick up of employees or vendors in roadway.	9	\$100 per incident
Failure to respond to resolve customer service complaints within 48 hours.	4	\$100 per incident
Reinstatement of License for termination due to failure to maintain insurance.	15	\$300 per incident
Failure to provide required Financial Statements including the Monthly Report.	3	\$250 per day
Unauthorized advertising on Airport Premises.	11	\$100 per day

Unsafe driving and/or unsafe parking of Shared Vehicles.	10	\$500 per incident
Vandalism.	10	\$ 500 per incident
Parking in prohibited areas.	9	\$200 per incident
Airport Customer or Owner use of Airport Valet services for dropping off or picking up Shared Vehicles.	6	\$300 per incident
Violation of Shared Vehicle maintenance requirements.	7	\$200 per incident
Engage in other violations of this Agreement, the Laws, or the Rules and Regulations.	4	\$100 per incident

The Fine Schedule will go into effect 60 days after the Commencement Date of the Agreement in order to provide a transition period for Operator to educate Owners about the Rules and Regulations of this Agreement.

Once the 60-day transition period has ended, the Authority, including the Burbank-Glendale-Pasadena Airport Police Department ("Police Department"), may issue a "notice of violation" to an Owner and/or Airport Customer if the Owner or Airport Customer has violated this Agreement, the Laws, or the Rules and Regulations. The notice of violation will be issued directly to the Owner, and a copy of the notice shall thereafter be forwarded to Operator. The Authority will forward accumulated notices of violation to Operator on a bi-monthly basis.

Operator shall remit payment for the fine to the Authority within thirty (30) days of receiving an invoice for the notice(s) of violation and a copy of the notice(s). If Operator fails to remit payment within thirty (30) days of receipt, then the fine amount shall be increased by fifty (50) percent. If Operator fails to remit payment within sixty (60) days of receipt, then the fine amount shall be increased by one hundred (100) percent. If Operator fails to remit payment within ninety (90) days of receipt, then the Authority may suspend Operator's license to access the Airport pursuant to this Agreement until such time that all outstanding administrative fines are paid in full.

For purposes of the preceding paragraph, payment of any fine associated with a notice of violation shall not be considered late during such time when the notice of violation is in dispute. A notice of violation is in dispute during the pendency of the following process: (1) Operator shall identify in writing any notice(s) of violation reasonably claimed to be in dispute within twenty (20) days of receipt; (2) Operator shall clearly state the reasons why the notice of violation was issued in error, which shall be supported by available evidence; and (3) the Authority's Director of Business & Properties or his or her designee will review the notice of violation and supporting evidence and render a decision on whether the notice of violation was or was not issued in error. The Authority's Director of Business & Properties decision shall be final and not subject to appeal. Operator shall remit payment for the fine to the Authority within thirty (30) days of the final decision. If Operator

fails to remit payment within thirty (30) days of receipt, then the fine amount shall be increased according to the amounts set forth in the preceding paragraph.

The Authority's right to impose the foregoing fines shall be in addition to and not in lieu of any and all other remedies or rights available to the Authority. The Authority may amend the fine schedule at any time upon thirty (30) days' notice to Operator.

4.5 Suspension or Termination based on Multiple Violations. If all Owners using the Airport collectively receive fifteen (15) notices of violation within a sixty (60) day period, then the Authority may suspend Operator's license to access the Airport pursuant to this Agreement for a period of six (6) months from the date of the fifteenth such notice of violation. If the Authority exercises its right to suspend Operator, then the Authority shall first issue Operator a written notice of suspension. The six (6) month suspension shall begin to run on the date the fifteenth written notice is transmitted to Operator. The Authority will notify Operator at such point when Operator has accumulated fifteen (15) notices of violation within a sixty (60) day period and that the Authority may exercise its right to suspend Operator.

5. Permits and Licenses.

Operator and Owners shall procure and maintain in effect at all times all required rights, licenses, permits, approvals, consents, authorizations, and registrations from governmental authorities, including other third parties required for the conduct of business at the Airport. Upon the request of the Authority, Operator shall provide evidence thereof to the Authority.

6. Use of Airport

6.1 General Rights. In accordance with this Agreement, Operator shall have the non-exclusive right to (a) operate Peer-to-Peer Vehicle Sharing marketplace, (b) enable Owners to deliver or receive Shared Vehicles to or from Airport Customers in the Designated Areas, (c) complete peer-to-peer vehicle sharing transactions with Airport Customers by face-to-face exchange between Owners and Airport Customers or exchange by utilizing remote vehicle entry via Operator's website, mobile application, secured key location, or another platform.

6.2 Prohibited Activity. Operator shall not use or permit anyone else to use the Designated Areas, nor shall Operator permit anything to be done on the Designated Areas which: (a) adversely affects or is likely to adversely affect the physical condition of the Designated Areas; (b) creates any condition that may be a safety hazard or violates FAA regulations; (c) creates a material health and safety hazard or a nuisance; or (d) adversely interferes, in anyway, with Airport operations. Notwithstanding Section 6.6 below, the Authority reserves the right to immediately terminate this Agreement if Operator, its Owners, employees, passengers, guests, invitees, suppliers of materials, and furnishers of service engage in any of the Prohibited Activity specified in (b) through (d) above.

6.3 Right of Ingress and Egress. The Authority hereby grants full and free right of ingress to and egress from Airport to Operator, its Owners, employees, passengers, guests, invitees, suppliers of materials, and furnishers of service, without charge, subject to the terms of

this Agreement and the Authority's operating Rules and Regulations. The Authority's Executive Director shall have the right to modify or restrict Operator's access rights.

6.4 **Designated Areas.** The Designated Areas are the only authorized locations at which permitted activities, authorized under this Agreement, may be conducted. Owners conducting a face-to-face exchange in the Designated Areas are required to display a sign or placard on or in the vehicle identifying the vehicle as part of the Turo operations, as are all other Ground Transportation vehicles using this area. The Designated Areas to perform face-to-face exchanges are depicted in **Exhibit A-1**. Owners conducting a face-to-face exchange are authorized to park in the Designated Areas for no longer than 5 minutes prior to meeting the Airport Customer and then for an additional 5 minutes to conduct the face-to-face exchange. Owners and Airport Customers are further authorized to use the Airport parking facilities without displaying a sign or placard, as designated in **Exhibit A**, in the same manner as any other Airport customer and be responsible for any applicable parking fees.

6.4.1 **Changes to Designated Areas.** The Authority's Executive Director may modify Designated Areas at their sole discretion. In the event the Authority's Executive Director changes the Designated Areas, the Authority will promptly notify Operator and update Exhibits A and A-1 to reflect the changes. It is Operator's responsibility to notify Owners and Airport Customers and update its Peer-to-Peer Vehicle sharing platform to reflect the changes to the Designated Areas within two weeks of receiving the notice of the change from the Authority.

6.5 **Restricted Areas.** Owners and Airport Customers are prohibited from using all areas that are not Designated Areas at the Airport including, but not limited to, the Terminal Curb and/or the Airport Valet as a method for dropping off or picking up a Shared Vehicle. The Authority's Executive Director may change the Restricted Areas at their discretion. In the event the Authority's Executive Director changes the Restricted Areas, the Authority will promptly notify Operator. It is Operator's responsibility to notify Owners and Airport Customers and update its Peer-to-Peer Vehicle sharing platform to reflect the changes to the Restricted Areas within 24 hours of receiving the notice of the change from the Authority.

6.6 **Owner Violations.** In the event an Owner violates the terms of this Agreement, as determined by the Authority, Operator will be subject to the fines listed in the Fine Schedule in Section 4.4. The Authority has the right to suspend or prohibit any Owner from operating at the Airport at the Airport's discretion. The Authority will provide notice to the Operator of all Owners who are suspended and/or prohibited from operating at the Airport.

7. **Vehicles.**

The following conditions shall apply to all Shared Vehicles owned or operated by an Owner while in service using the Operator's online enabled application.

7.1 **Maintenance.** Shared Vehicles shall be maintained in an undamaged and safe operating condition. Shared Vehicles shall be subject to inspection by the Authority while in use on Airport property as necessary to enforce the terms of this Agreement. Any Shared Vehicle inspection conducted by the Authority shall comply with the prohibition against discrimination as

required under this Agreement and outlined in Exhibit "D". The Authority's failure to inspect any Shared Vehicle shall not constitute a breach of this Agreement, failure to exercise any duty, or other improper action by the Authority. The Authority shall not be responsible for the condition or operation of any Shared Vehicle.

7.2 Trade Dress. Shared Vehicles present on the Airport premises shall conspicuously display Operator's trade dress for face-to-face exchanges of Shared Vehicles.

7.3 Vehicle Condition. Shared Vehicles shall, at all times, be in a neat, clean, and safe condition. Passenger seating areas shall be free of debris, trash, and odors. Seating areas and interior surfaces shall be in good condition and free of rips and tears. The Shared Vehicle speedometer shall be in plain view of all passengers. Exteriors shall be clean, free of damage, and windows shall be clean. Shared Vehicles not in compliance with the above may be denied access to the Airport.

8. Owners.

Operator shall inform Owners of their obligation to comply with all provisions of this Agreement, including all of the Rules and Regulations of the Authority relating to Airport traffic and the directions and instructions of Airport police and other Airport traffic enforcement personnel. Owners shall wear clean and neat appearing clothing and shall exhibit courteous, polite, and inoffensive conduct and demeanor. Upon objection from the Authority concerning the conduct, demeanor, or appearance of any Owner, Operator shall promptly and without delay take all steps necessary to correct or to remove the cause of the objection. The Authority's approval and removal rights under this Section shall be limited to conduct arising under this Agreement, and shall not constitute, or be construed to constitute, any right to terminate or cause the termination of, or interference with, any contractual relationship between Operator and its Owners; nor shall the exercise of such approval or removal rights be deemed to have in fact caused or contributed to the termination of or interference with any contractual relationship between Operator and its Owners.

9. No Interference.

Operator, Owners, and Airport Customers shall not do or permit to be done anything which interferes with the free access to the streets, roads, parking lots, curb areas, entryways, exits, sidewalks or any other areas of the Airport, or in any way hinders or impairs the operation of the Airport. In addition, Operator and Owners shall not hinder police, traffic enforcement, firefighting or other emergency personnel in the discharge of their duties.

10. Nuisance.

Operator, Owners, and Airport Customers shall not use or permit the use of any area of the Airport in any manner that will: (i) tend to create or permit any waste or a nuisance at the Airport; (ii) tend to disturb the Authority, any other transportation network companies, or any tenants, concessionaires, licensees, users or customers of the Airport or the general public; or (iii) increase the premiums for or cause the cancellation or termination of any insurance policies covering the Airport.

11. No Advertisement of Solicitation.

No Owner, employee, contractor, official, or agent of Operator shall solicit business in any manner whatsoever upon any areas of the Airport, except by electronic means using Operator's mobile app. Operator shall not place or permit the placement of any advertisements, telephones or other facilities or equipment, or starters, skycaps, porters, booth personnel, agents or other personnel, in or on the curbs, sidewalks, terminal buildings, or any other areas of the Airport, without prior approval from the Authority.

12. Insurance.

12.1 Commercial General Liability. Operator shall maintain Commercial general liability insurance written on an occurrence basis in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and in the annual aggregate. Such coverage shall include premises/operations, broad form contractual, independent contractors, broad form property damage, and personal injury.

12.2 Workers' Compensation. Operator shall maintain Workers' Compensation insurance written in accordance with California statutory limits.

12.3 Insurer Requirements. Each insurance policy required to be maintained by Operator pursuant to this Section shall be obtained from an insurance company authorized to conduct business in California and having a rating of not less than A-VIII in A.M. Best's Insurance Guide or otherwise acceptable to the Authority. To the extent permitted by law, use of self-insurance is deemed to satisfy Workers' Compensation insurance requirements under this Agreement.

12.4 Adjustment of Required Insurance. Operator acknowledges, understands, and agrees that the types and amounts of insurance coverages required to be maintained by Operator pursuant to this Section may become inadequate during the term of this Agreement, and Operator agrees that it shall add or modify such insurance or coverages and increase such minimum limits of liability by such amounts as may be required at any time and from time to time by the Authority.

12.5 Certificates of Insurance. Concurrently with the execution and delivery of this Agreement, Operator shall deliver to the Authority certificates of insurance evidencing that all insurance has been obtained and is being maintained by Operator as required in this Section, together with copies of endorsements (i) requiring the insurers to give to the Authority at least thirty (30) days' prior written notice sent by registered mail of any cancellation, non-renewal, or reduction in coverage (ten (10) days in the event of cancellation for nonpayment of premium), and (ii) with respect to the Operator's transportation network company insurance and commercial general liability insurance, covering (a) Operator and its officers, directors, employees, agents, representatives, and contractors and any other persons and entities for whose acts or omissions Operator is responsible (collectively, "Operator Parties") as named insureds, and (b) the Authority, TBI Airport Management, Inc., as manager of the Airport, and each of the Cities of Burbank, Glendale, and Pasadena, California, and their respective commissioners, officials, officers, directors, employees, agents, representatives, and contractors (collectively, "Authority Parties") as additional insureds in a form acceptable to the Authority. The failure of Operator to provide such

certificates of insurance, together with such endorsements, or the subsequent receipt by the Authority of a notice of cancellation, non-renewal or reduction in coverage under the insurance policy(ies) by Operator's insurance company(ies), unless Operator replaces such coverage with comparable coverage in accordance with the requirements of this Section, shall constitute an Event of Default. All insurance required to be maintained by Operator pursuant to this Section shall be primary insurance without right of contribution of any other insurance carried by or on behalf of any Authority Party and all policies shall be endorsed to this effect.

12.6 No Limitation of Liability. Operator acknowledges and agrees that the limits of liability provided in the insurance policies required to be maintained by Operator pursuant to this Section shall in no event be considered as limiting the liability of Operator under this Agreement.

12.7 Waivers of Subrogation Rights. All insurance policies required to be maintained by Operator pursuant to this Section, except workers' compensation insurance, shall include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against any of the Authority Parties.

13. Indemnity.

To the fullest extent permitted by law, Operator shall defend, indemnify and hold harmless the Authority Parties from and against, any and all third party demands, claims, actions, proceedings, causes of action, damages, awards, penalties, fines, assessments, forfeitures, judgments, losses, liabilities, obligations, costs, and expenses, including attorneys' fees (collectively, "Claims"), arising out of, resulting from or relating to or purported to have arisen out of, resulted from or to be related to, (i) any act or omission of Operator or any other Operator Parties under or in connection with this Agreement or otherwise in connection with the conduct or operation of Operator's ground transportation business at the Airport, except to the extent arising from or related to any grossly negligent act or omission or the willful misconduct of the Authority or the Authority Parties; (ii) any act or omission of Operator or any other Operator Party; and (iii) any act of Shared Vehicle theft and/or vandalism that may occur on Airport property. Notwithstanding any other provision of this Section, each Authority Party seeking indemnification under this Section shall have the right to (x) approve of any legal counsel engaged by Operator or its insurance carrier to defend any Claim, (y) engage legal counsel of its own choice (a) in the event that such Authority Party determines that there is a conflict between the interests of Operator and/or its insurance carrier, on the one hand, and the interests of such Authority Party, on the other hand, with respect to any Claim; (b) in the event of any material disagreement as to the manner, method or handling of the defense of any Claim; and/or (c) otherwise to the extent such Authority Party determines is required to protect its interests with respect to any Claim, and the costs of such legal counsel described in (x) and (y) shall be paid for by Operator as part of its indemnity obligations under this Section. In the event the Authority receives notice of a claim filed against the Authority or an Authority Party involving Operator, the Authority will deliver the notice of a claim to Operator pursuant to Section 20.1, and Operator will acknowledge receipt of such notice in writing pursuant to Section 20.1.

14. The Authority is Not Responsible.

Operator acknowledges that, except as specifically set forth herein, neither the Authority nor any other Authority Party has made any representation, warranty, covenant, or agreement regarding the Airport, including any representations or warranties relating to its condition or operations. Operator hereby releases the Authority from and waives any and all claims and liability for losses of, or damage to or loss of use of, Operator's property or injury to or death of any Operator Party, invitees or customers arising out of or in any way connected with the Operator's business or conduct under this Agreement, except for any such loss of or damage to property or injury to or death of Operator Party, invitees or customers caused by the gross negligence or willful misconduct of the Authority, its officers, agents, or employees.

15. Default.

15.1 Events of Default

Each of the following constitutes an Event of Default:

15.1.1 Failure to License. Any failure of Operator or an Operator Party to have any right, license, permit, approval, consent, authorization or registration necessary for the proper and lawful conduct of Operator's ground transportation business at the Airport pursuant to this Agreement.

15.1.2 False or Misleading Information. Any representation or warranty made by Operator under or in connection to this Agreement shall prove at any time to have been incorrect, false, or misleading.

15.1.3 Failure to Comply. Any violation of or failure to perform or comply with any of the covenants, agreements, obligations, conditions, provisions, or restrictions contained in this Agreement that is not cured by Operator within ten (10) days following written notice to Operator of such violation or failure.

15.1.4 Insolvency. The occurrence of any of the following: (i) Operator admits in writing its inability to pay its debts as they mature; (ii) Operator makes a general assignment for the benefit of creditors, or approves of, consents to or acquiesces in the appointment of a trustee, receiver or liquidator for itself or any portion of its assets; (iii) a trustee, receiver or liquidator is appointed for Operator, or for any substantial portion of its assets, without Operator's consent, and is not discharged within sixty (60) days after such appointment; (iv) any proceeding is commenced by Operator under any bankruptcy, reorganization, insolvency, readjustment of debt, arrangement, receivership or liquidation law or statute or the federal or any state government; or (v) any proceeding under any bankruptcy, reorganization, insolvency, readjustment of debt, arrangement, receivership, or liquidation law or statute or the federal or any state government is instituted against Operator and remains undismissed for sixty (60) days, or Operator by any action or answer approves of, or consents to, any such proceeding or admits the material allegations respecting insolvency or its inability to meet its financial obligations or default in answering a petition filed in any such proceeding.

15.1.5 Excess Notice of Violations. Owners' collective receipt of fifteen (15) notices of violation pursuant to Section 4.5 above.

15.2 Remedies

Upon the occurrence of any Event of Default, in addition to any and all other rights and remedies of the Authority, whether at law or in equity, the Authority shall have the right to terminate this Agreement and the Commercial Access License.

16. No Assignment.

16.1 General. Operator shall not in any manner, directly or indirectly, voluntarily or involuntarily, or by operation of law or otherwise, assign, hypothecate, transfer, or encumber this Agreement, or any right hereunder or thereunder or delegate any duties or obligations under this Agreement, directly or indirectly, voluntarily or involuntarily, or by operation of law or otherwise without the Authority's prior written approval, which shall not be unreasonably withheld.

17. Non-Discrimination and Compliance with Federal Requirements.

Operator shall comply with the provisions of Exhibit "C" attached hereto and by this reference made a part hereof regarding nondiscrimination, as the same may be amended by the Authority from time to time.

18. Compliance with FAA Grant Assurances and Airport Use.

Operator acknowledges and understands that the Authority is obligated to comply with the provisions of Exhibit "D" attached hereto and made a part hereof constituting Federal Aviation Administration ("FAA") grant assurances. Operator agrees that neither Operator nor any of the other Operator Parties shall do anything that will cause or contribute to the violation by the Authority of any of the provisions of Exhibit "D".

19. Public Records.

Any information that Operator provides to the Authority pursuant to this Agreement shall be considered private and confidential to the extent authorized by law. Notwithstanding the foregoing, Operator acknowledges that the Authority is subject to the California Public Records Act (the "Act") and that some or all of the information provided by Operator may be disclosable thereunder. In the event a public records act request for Operator's information is received, the Authority shall provide Operator with written or verbal notice of such request, prior to compliance. However, nothing herein shall prevent the Authority from complying with the requirements of the Act. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

20. Miscellaneous.

20.1 Notices

All notices, requests, demands and other communications given, or required to be given under this Agreement, shall be in writing, duly addressed to the parties as follows:

To Authority: BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY
2627 Hollywood Way
Burbank, CA 91505
Attn: Business & Properties

To Operator: Turo Inc.
Attn: Legal - Airports
111 Sutter Street, Suite 1200
San Francisco, CA 94104
E-Mail: legal@turo.com

Any notices properly addressed, sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after they are deposited in the United States mail, postage prepaid. Notices shall be deemed delivered and received at the time delivered if properly addressed and delivered to the addresses set forth in this Section during normal business hours or personally delivered to the person to whose attention they are addressed or sent by confirmed telecopy to a party's regular business telecopier during regular business hours. Notice sent by any other manner shall be effective upon actual receipt of the addressee. Any party may change its address for purposes of this Section by giving notice to the other party as provided in this Section.

20.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings, and agreements of the parties, including prior interim Airport access and facilities use agreements, with respect to the subject matter hereof. No supplement, modification, or amendment of this Agreement, or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.

20.3 Severability. If any portion of any provision of this Agreement, or any one or more such provisions, is hereafter declared invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remainder of such provision or of any other provisions of this Agreement.

20.4 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California and, to the extent applicable, the rules and regulations of the FAA.

20.5 Remedies; Waiver. The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available under any other agreement between the parties or at law or in equity. The exercise of any remedy shall not be deemed to be an election of remedies. No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any

provision contained in this Agreement, and no waiver shall be binding unless executed in writing by the party making the waiver.

20.6 Modification. Except as otherwise provided in this Agreement, no change or modification of the terms or provisions of this Agreement shall be deemed valid unless in writing and signed by both parties.

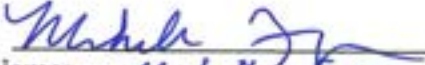
20.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

20.8 Attorneys' Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be awarded costs and reasonable attorneys' fees in the defense, prosecution, or appeal thereof as a part of the judgment eventuating in such action.

20.9 Time. Time shall be of the essence in complying with the terms, conditions, and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TURO INC.

By: 
Print Name: Michelle Fung
Title: Chief Legal Officer & Secretary

By: 
Print Name: ANDREW HARNARD
Title: CEO

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

By: _____
Print Name: _____
Title: _____

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT "A"

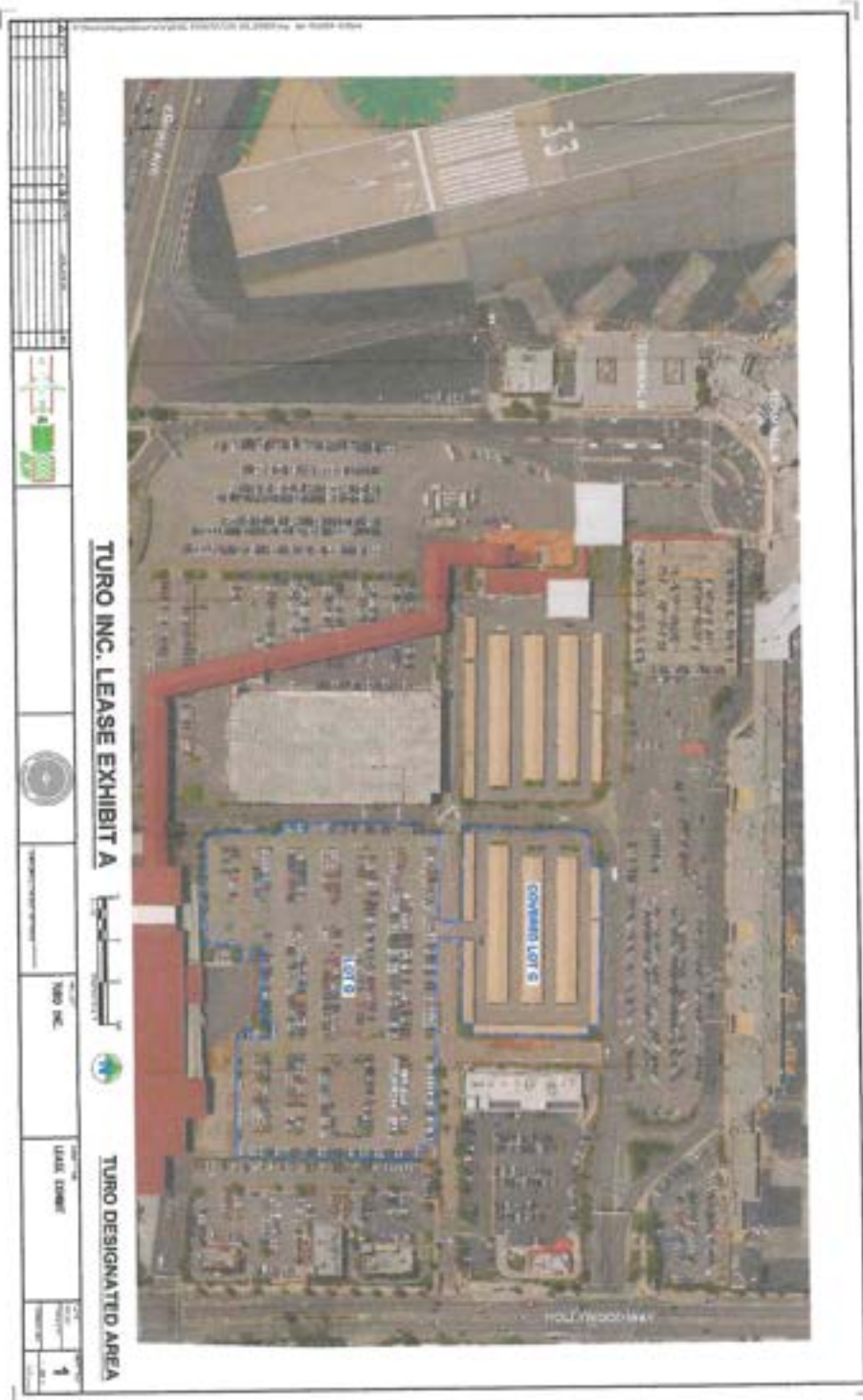
DESIGNATED AREA

EXHIBIT "A-1"

DESIGNATED AREA (FACE-TO-FACE EXCHANGE)



EXHIBIT "B"
SELF-REPORT FORM
(Attached)

MONTHLY REPORT

Turo Inc.

Peer-to-Peer Vehicle Sharing Services Report

Monthly Detail

Year	Direct Revenue	Specific Exclusions	Reportable Revenue	Fees Due (10% of Reportable Revenue)
2022	\$1	\$1	\$1	\$0
Total	\$1	\$1	\$1	\$0

Transaction Detail

[illegible]

Unique Shared Car Owner IDs at Airport

Author's address: *University of Bremen, Germany*

Case

EXHIBIT "C"

FAA GRANT AGREEMENT ASSURANCES - NONDISCRIMINATION

References in this Exhibit to "Contractor" shall be deemed to refer to Operator. References in this Exhibit to "Sponsor" shall be deemed to refer to the Authority. Contractor shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit

access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT "D"

FAA GRANT AGREEMENT ASSURANCES

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Grant. Performance under this Grant Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 - Section 403- 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. § 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. §§ 1681–1683 and 1685–1687.

- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91- 616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

Executive Orders

- a. Executive Order 11990 - Protection of Wetlands
- b. Executive Order 11988 – Flood Plain Management
- c. Executive Order 12372 - Intergovernmental Review of Federal Programs
- d. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures.

- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 - Airport Noise Compatibility Planning.
- g. 28 CFR Part 35- Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 - Contractors and Subcontractors on Public Building or Public Work Financed in Whole or Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally Assisted Contracting Requirements).¹
- m. 49 CFR Part 20 - New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 — Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. ^{1 2}
- q. 49 CFR Part 26 — Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 — Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance. ¹
- s. 49 CFR Part 28 — Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

- t. 49 CFR Part 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 — Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 — Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 - Seismic Safety.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee

all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706,

and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this Grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing,

lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the Sponsor will insert and enforce provisions requiring the contractor to:
 - 1) Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities

directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and

services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized

portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing

- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil

Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant

a. Using the definitions of activity, facility and program as found and defined in 49 CFR 21.23 (b) and 21.23 (e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Name of Sponsor**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of Airport Sponsor Assurances (4/2025) Page 16 of 19 race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial

assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

(1) Reinvestment in an approved noise compatibility project;

(2) Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

(3) Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;

(4) Transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

(5) Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the

Secretary. The Secretary shall give preference to the following, in descending order:

- (1) Reinvestment in an approved noise compatibility project;
 - (2) Reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code;
 - (3) Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code;
 - (4) Transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - (5) Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs,

as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline.

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA

as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. DFC26
	TO LEASE NO. LCA01775
ADDRESS OF PREMISES 2627 HOLLYWOOD WAY 2627 N Hollywood Way Burbank, CA 91505	PDN Number: N/A

THIS AMENDMENT is made and entered into between
BOB HOPE AIRPORT

whose address is: **2627 N Hollywood Way**
Burbank, CA 91505

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to include the DEI Discrimination by Federal Contractors clause.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution, as follows:

The following FAR clause is hereby incorporated into this Lease:

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Name: _____
Title: _____
Entity: _____
Date: _____

FOR THE GOVERNMENT:

Name: Michael Stump
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. DFC26
	TO LEASE NO. LCA02701
ADDRESS OF PREMISES 2627 HOLLYWOOD WAY 2627 N Hollywood Way Burbank, CA 91505	PDN Number: N/A

THIS AMENDMENT is made and entered into between
BOB HOPE AIRPORT

whose address is: **2627 N Hollywood Way**
Burbank, CA 91505

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to include the DEI Discrimination by Federal Contractors clause.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution, as follows:

11100000

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This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Name: _____
Title: _____
Entity: _____
Date: _____

FOR THE GOVERNMENT:

Name: Michael Stump
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

(a) *Definitions.* As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
 - (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
 - (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
 - (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
 - (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
 - (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
- (c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

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Michael Stump

michael.stump@gsa.gov

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In Person Signer Events

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Editor Delivery Events

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To advise PBS Leasing of your new email address

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

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- ii. send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

(a) *Definitions.* As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

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Michael Stump

michael.stump@gsa.gov

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**TEMPORARY CONSTRUCTION
ACCESS EASEMENT AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority / HERC Rentals Inc.)

THIS TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT ("Agreement") is dated August __, 2026 for reference purposes and is executed by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a California joint powers agency ("Authority"), and **HERC RENTALS INC.**, a Delaware corporation ("HERC").

RECITALS

A. The Authority is the owner and operator of Hollywood Burbank Airport (officially known as the Bob Hope Airport) (the "Property"), a public land airport primarily located in Burbank, California.

B. The Authority and 24/7 Studio Equipment, Inc. ("24/7 SEI") executed that certain lease dated January 17, 2006 ("Lease"), for property commonly known as 3111 Kenwood Street, Burbank, California ("Leased Premises").

C. 24/7 SEI assigned the Lease to HERC (formerly known as Hertz Equipment Rental Corporation) pursuant to authorization granted by a December 6, 2010 Conditional Consent to Assignment of Lease executed by the Authority.

D. The Authority and HERC have executed an April 20, 2026 Third Amendment to the Lease Agreement ("Third Amendment"), which requires HERC to construct and install a block wall (the "Block Wall Improvement Project") by October 1, 2026 in exchange for an extension of the Lease and a rental credit on the Leased Premises.

E. The parties are executing this Agreement to provide for HERC's temporary access to the portions of the Property depicted on the attached Exhibit A ("Access Easement Area") for the purpose of constructing the Block Wall Improvement Project.

NOW, THEREFORE, the parties agree as follows:

1. Grant of Temporary Construction Access Easement.

A. Authorization. Subject to compliance with this Agreement and applicable law, HERC and its subcontractors, consultants, or representatives who are designated in writing to Authority (collectively, "HERC Designees") shall have the right to enter upon the Access Easement Area for the purpose of constructing and installing the Block Wall Improvement Project (collectively, "Authorized Activities"). The scopes of work for the Authorized Activities are set forth in the attached Exhibit B.

B. Construction of Replacement Passenger Terminal; Construction Coordination. HERC agrees that this grant of easement is subject to the construction of the Authority's Replacement Passenger Terminal ("RPT") and the work being performed by RPT Design-Builder Holder, Pankow, TEC - A Joint Venture ("HPT"). HPT, its employees, agents, representatives,

consultants, and subcontractors shall collectively be referred to as the "HPT Parties". Work at the RPT is being managed and coordinated by Jacobs Project Management Co., a wholly owned subsidiary of Jacobs Engineering Group, Inc. ("Jacobs"). Jacobs, its employees, agents, representatives, consultants, and subcontractors shall collectively be referred to as the "Jacobs Parties". HERC and HERC Designees shall coordinate with the Authority, Jacobs, and HPT regarding access to the Access Easement Area and shall provide the Authority, Jacobs and HPT with a proposed construction schedule for review and approval. HERC and HERC Designees shall follow all policies and procedures in place regarding RPT construction.

C. Required Entry Approvals and Training. HERC and its Designees shall make arrangements for entry to the Access Easement Area with Jacobs. HERC and HERC Designees shall evidence completion of any safety trainings that may be required by the Authority.

2. **Term.** This Agreement shall be effective upon execution and shall expire upon completion of the Block Wall Improvement Project. HERC shall provide written notice to the Authority of its completion of the Block Wall Improvement Project. The Authority shall have the option to review and inspect the Block Wall Improvement Project. HERC shall perform any additional work requested by the Authority to conform to the plans and specifications within Exhibit B or to fulfill the obligations within this Agreement. Following approval, the Authority shall provide written notice to HERC of its acceptance of the Block Wall Improvement Project. The date of the Authority's notice shall constitute the date of completion Block Wall Improvement Project. The Authority may terminate this Agreement for cause in the event of a breach by HERC or HERC Designees that is not cured within 10 days of notice from the Authority.

3. **Management and Disposal.** HERC and HERC Designees entering the Access Easement Area shall be responsible for management and disposal, in accordance with applicable laws, of any material extracted or removed from the Property in connection with the Authorized Activities. HERC shall be named as the generator on any waste manifests, as applicable. HERC shall not leave any investigation-derived waste or equipment on the Property. HERC shall not store or dispose of any substance, material or waste, whether solid, liquid or gas, that is designated by any government agency, or prohibited or regulated by any laws, as toxic, reactive, corrosive, ignitable, flammable, infectious, hazardous or otherwise a danger to human health or the environment, on or at the Property without the advance express written consent of the Authority.

4. **Damage, Repair and Restoration.** HERC and HERC Designees shall not damage or injure any persons or personal property in connection with access or use of the Access Easement Area or performance of the Authorized Activities. In the performance of any Authorized Activities, HERC shall make all reasonable efforts to avoid damage to the Property, including exploring and giving priority to any reasonable alternatives that avoid disturbing or causing damage to the Property or the Access Easement Area. In the event the Property is disturbed or damaged by the Authorized Activities, or any other act or omission of HERC or HERC Designees, then HERC shall, at its sole cost and expense, repair (or cause to be repaired) such damage and restore (or cause to be restored) the Property to a condition at least equal to the pre-construction condition and to the Authority's reasonable satisfaction. Following completion of the Block Wall Improvement Project, HERC, at its sole expense and cost, and pursuant to all laws, shall remove all personal property from the Access Easement Area, back-fill any exposed openings, level any disturbed ground and compact the soil to that level of stability equivalent to the remainder of the

Access Easement Area, re-pave affected areas (if applicable), and otherwise repair and restore the Property to the conditions that existed immediately preceding HERC's and HERC Designees' entry on the Access Easement Area, or as near to such conditions as is reasonably possible as determined by the Authority.

5. Non-Interference with Authority's Use or HPT Use. HERC and HERC Designees shall not injure or interfere with the use, occupation, or enjoyment of the Property by the Authority or those granted rights to the Property or the Access Easement Area under the Authority (including the HPT Parties, Jacobs Parties, tenants, subtenants, agents, employees, guests or invitees). HERC and HERC Designees shall not obstruct or block, without an equivalent alternative, any entry way, driveway or access way of the Authority or any HPT Party, Jacobs Party, tenant, subtenant, agent, employee, guest, or invitee who may have to access the Property during performance of the Authorized Activities.

6. Protection of Work and Property. HERC shall erect and properly maintain at all times, as reasonably required by the conditions and progress of the Block Wall Improvement Project, a temporary construction fence to separate any portion of the Access Easement Area, and any necessary safeguards, signs, barriers, lights, and security persons for the protection of HERC's workers, the Jacobs Parties, the Authority Parties (defined below) and the HPT Parties. In an emergency affecting the safety of life, the Property, the Block Wall Improvement Project, HERC or HERC Designees, without needing to first obtain any special instruction or authorization from the Authority, is permitted to act at its reasonable discretion to prevent such threatened loss or injury.

7. Reports. If requested, HERC shall provide the Authority with copies of all surveys and reports related to or arising from the Authorized Activities.

8. Indemnity. HERC shall indemnify, defend and hold harmless the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, California, and their respective officials, commissioners, officers, employees, agents, representatives, contractors, successors and assigns (individually, "Authority Party" and collectively, the "Authority Parties"), HPT, the HPT Parties, Jacobs, and the Jacobs Parties from and against claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and expenses and court costs) (collectively, "Claims") suffered, incurred or sustained by the Authority Parties, the Jacobs Parties, and the HPT Parties as a result of, by reason of, or in connection with the Authorized Activities or the entry by HERC or HERC Designees onto the Access Easement Area. Notwithstanding the foregoing, the provisions of this Section 8 shall not apply to any Claim which arises out of, results from or relates to the gross negligence, willful misconduct or material breach of this Agreement by the Authority Parties, the Jacobs Parties, or the HPT Parties.

9. Insurance.

A. At all times during the term of this Agreement and at its sole cost and expense, HERC shall (and shall also cause all HERC Designees performing the Authorized Activities to) maintain or cause to be maintained in effect the insurance coverage and limits of liability as provided in this Section ("Required Insurance"). In the event that HERC or HERC Designees fail to maintain or cause to be maintained any of the Required Insurance, the Authority shall have the

right, but not the obligation, to obtain some or all of the Required Insurance. In the event that the Required Insurance is not maintained and the Authority elects to maintain some or all of the Required Insurance, HERC shall pay to the Authority its share of the premiums for all Required Insurance maintained by the Authority within 10 days following the delivery to HERC of each written statement setting forth the amount of such premiums and the applicable premium period.

B. HERC shall maintain or cause to be maintained in effect insurance protecting the Authority, HPT, Jacobs and each Authority Party, HPT Party, and Jacobs Party from and against claims arising out of, resulting from or relating to the performance of the Authorized Activities, as follows:

i. General Liability Insurance. General liability insurance covering the Property and operations liability, ground hangar-keepers liability, garage-keeper's liability, personal injury liability, contractual liability, products and completed operations liability and independent contractors liability, all written on an occurrence basis in an amount not less than \$2,000,000 per occurrence with a combined single limit of \$2,000,000, for bodily injury and property damage, and, with respect to products and completed operations liability and personal injury liability, in the annual aggregate.

ii. Automobile Liability Insurance. Automobile liability insurance covering all owned, non-owned and hired vehicles written on an occurrence basis in an amount not less than \$2,000,000.00 combined single limit for each occurrence for bodily injury, death and property damage.

iii. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance in amounts not less than the following: (1) Bodily injury by accident - \$2,000,000 - each accident; (2) Bodily injury by disease - \$2,000,000 - policy limit; and (3) Bodily injury by disease - \$2,000,000 - each employee.

C. Policy Requirements. Each policy of Required Insurance shall be obtained from an insurance company, or pool of multiple insurance companies, each authorized to conduct business in California and having a rating of not less than A in A.M. Best's Insurance Guide and/or otherwise acceptable to the Authority. Prior to entering the Access Easement Area, HERC shall deliver to the Authority certificates of insurance issued by the insurance companies and evidencing that all Required Insurance has been obtained and is being maintained by HERC and/or its Designees together with copies of endorsements: (i) requiring the insurers to give to the Authority prior written notice of the cancellation or non-renewal of all of the Required Insurance; and (ii) with respect to the general liability, automobile liability, and employer's liability insurance, as required, naming (a) HERC or HERC Designee as Named Insured and (b) except for employer's liability insurance, the Authority and the Authority Parties, Jacobs and the Jacobs Parties, and HPT and the HPT Parties as additional insureds. All Required Insurance shall be primary insurance without right of contribution of any other insurance carried by or on behalf of the Authority and all policies shall be endorsed to this effect.

D. No Limitation on Liability. The Authority and HERC acknowledge and agree that the limits of liability provided in the Required Insurance shall in no event be considered as limiting the liability of HERC or HERC Designees under this Agreement.

E. Waivers of Subrogation Rights. All policies of Required Insurance, except workers' compensation insurance, shall include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against any Authority Party, HPT Party, or Jacobs Party.

10. Limitations. The Authority does not convey to HERC any right, title or interest in or to the Access Easement Area, but merely grants the specific and limited contractual rights and privileges herein set forth.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during regular business hours or by e-mail before or during regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery. For purposes of this provision, the term "regular business hours" means the period from 8:00 a.m. PST to 5:00 p.m. PST on a non-holiday weekday.

If to Authority, to:

Burbank-Glendale-Pasadena Airport Authority
Attn: Business and Properties

before RPT Opening Date
2627 Hollywood Way
Burbank, California 95105

after RPT Opening Date
2827 N. Hollywood Way
Burbank, CA 91505

If to HERC, to:

HERC Rentals Inc.
27500 Riverview Center Blvd Suite 100
Bonita Springs, Florida 34134
Attn: Real Estate

12. Assignment. This Agreement may not be assigned by HERC, in whole or in part.

13. Federal Requirements. In performance of this Agreement, HERC agrees to follow the Federal Requirements attached as Exhibit B-1 to the Third Amendment, as may be amended from time to time.

14. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

15. Attorneys' Fees. In the event of any litigation between the parties to this Agreement with respect to any rights or obligations under this Agreement, the unsuccessful party to any such litigation shall pay to the successful party therein all costs and expenses, including court costs and reasonable attorneys' fees incurred therein by such successful party, which costs, expenses, and reasonable attorneys' fees shall be included in, and as a part of, any judgment rendered or settlement in such litigation.

16. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded.

17. Interpretation and Construction. Each of the parties has reviewed this Agreement and each has had the opportunity to have its respective counsel and any real estate advisors review and revise this Agreement.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the provision held to be invalid.

19. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

20. Entire Agreement. This Agreement is supplemental to and does not amend, or otherwise affect, the Lease. This Agreement contains the entire contract between the Authority and HERC on the access to the Access Easement Area for the Authorized Activities. This Agreement may be modified or amended only by a writing executed by the parties.

[Signatures on the Following Page]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below.

**HERC RENTALS INC., a Delaware
corporation**

**BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY, a California
joint powers authority**

By: Anne Marie Burchill
Print Name: Anne Marie Burchill
Title: Vice President
Date: 8/6/26

By: _____
Print Name: John T. Hatanaka
Title: Executive Director
Date: _____

Approved as to Form:

By: _____
Richards, Watson, & Gershon
A Professional Corporation

EXHIBIT A

DEPICTIONS OF ACCESS EASEMENT AREA

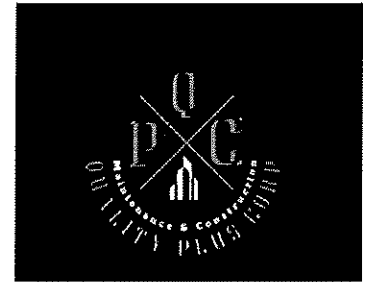


EXHIBIT B

SCOPES OF WORK FOR AUTHORIZED ACTIVITIES

[ATTACHED.]

Quality Plus Corp
1787 Pomona Rd Ste C
Corona, CA 92878-4312 USA
9516258254



ADDRESS

OU Herc Rentals US
27500 Riverview Centre Blvd
Bonita Springs, FL 34134

SHIP TO

OU Herc Rentals US
3111 North Kenwood Street
Burbank, CA 91505

Estimate QP-9311

DATE 07/10/2026

ACTIVITY	DESCRIPTION	QTY	AMOUNT
Task	Burbank Airport Masonry Wall Project - Design Build Proposal - Remove APPROX. 630' lineal feet of existing chain-link fence. Grub/remove palm tree stumps and palm tree roots. Remove cut and cap existing irrigation lines/valves. * Disposal included. Provide temporary fence and portable sanitation for the duration of the project Excavate 72" wide by 12" deep 600' lineal foot footing haul away excess dirt. Saw cut demo and haul away existing asphalt on Herc side in order to build footing. Dig around existing light footing foundations. Compact native footing floor to 90% compaction. Place (10) #4 bars horizontal in footing continuous. Place #5 vertical "L" bars alternating direction @ 16" O.C Approximately 600' lineal feet. Pour footing, wet set first coarse of 8x8x16 common Precision block. Waterproof Herc side wall 3ft high max. Build wall per plan using Common / Precision block 8x8x16. Place horizontal bond beam bars per plan. Grout wall per plan and schedule of city inspector. Place and finish approx. 2,400 square feet of 4" 3,000psi concrete on Herc side to patch back to existing asphalt disturbed for footing construction.	1	815,000.00

ACTIVITY	DESCRIPTION	QTY	AMOUNT
	Includes: Prevailing Wage / DIR reporting and compliance included on all trades. -		
Task	Prep and apply 3-coats of VANDLGAURD anti-graffiti coating to new common block wall on Airport side of property only. Apply 6,000' square feet per coat. * No pre-plaster or paint application to be applied prior to spraying of anti-graffiti paint. -	1	40,000.00
Task	A&E: Engineering/Layout/Design Build/Soil Engineering Reporting/Special Inspections/Deputy Inspector -	1	45,000.00
Task	Soil Testing / Native Soil (Budget Only) Estimate is based on reusing existing soils for over-excavation and backfill. If site soils unsuitable for structure fill by the Design engineer, it is estimated to provide and install up to 300 tons of suitable fill material. Transport and dispose/recycle excavated soil on or offsite. * This line item may not be necessary. -	1	25,000.00
Task	Engineering/Design Build/Civil Engineering Layout/Plans/Submittals/Special Inspections/Permits: -	1	55,000.00
	Exclusions: - Shoring or engineered systems. - Dewatering. - Traffic control beyond normal access. - Waterproofing, caps, fencing, or finishes not shown on plans - Unusual site constraints or restricted access. - Finishes on Airport Side of wall not listed on the plans or proposal. - Bonding -		

TOTAL	\$980,000.00
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Accepted By

Accepted Date



UNIVERSITY
OF
CALIFORNIA

Purchasing Agreement # 2020002755

The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Supplier: Canon Solutions America, Inc. One Canon Park, Melville, New York 11747

1. Statement of Work

Supplier agrees to perform the 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 prices 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 Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **12/16/20** and through **12/15/25** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for 5 (**five**) successive 1 (**one**)-year periods (each, a Renewal Term), by providing Supplier with at least 15 calendar days' written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a 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.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

All invoices must clearly indicate the following information:

- a. California state and local sales tax as a separate line item (if applicable), including the rate employed.
- b. Purchase Order or Release Number and the Agreement Number
- c. Description and Quantity, of the Products and Support ordered
- d. Net Cost of each item
- e. Any applicable discount(s)
- f. Reference to original order and invoice number for all credit invoices issued
- g. Original order and invoice number for all credit invoices issued
- h. On invoices for impressions or overage: for each device, (1) the number of impressions and the impression rate, (2) the number of overage impressions and the impression overage rate, and (3) the taxable amount of these impressions or overage. Tax is NOT to be included for labor or technical service charges.

- i. Start and end meter counts for each device.
1. Maintenance charges must be invoiced on separate invoices from lease or purchase charges.
 2. If a UC Location has an MFD/Printer Fleet management program, individual device maintenance invoices and individual device lease invoices must be consolidated into separate summary invoices.
 3. Invoices shall NOT contain line items for training, delivery, or other charges not expressly detailed in the SOW.
 4. Supplier will provide a designated contact for billing/invoicing questions and issues. This contact must be available 8-5 PST/PDT, Monday-Friday.
 5. Invoices will be submitted directly to the UC Locations' Accounting Departments unless:
 - a. The MFD/Printer Fleet management program at the UC Location requests invoices from Bidder be sent directly to the program, or
 - b. The Supplier is notified otherwise by Amendment to the Agreement.
 6. Usage billing and Meter Reading:
 - a. Meter readings may not be estimated for use in invoicing, unless approved by the end user
 - b. Service meters may not be used for invoicing, unless approved by the end user
 - c. If meters are supplied monthly by MFD/Printer Fleet management programs, these meters must be the basis for maintenance invoicing.

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only 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]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

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

Name	David Rusting
Phone	510-987-0086
Email	David.rusting@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	Noelle Vidal
Phone	510.987.0725
Email	noelle.vidal@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

Name	Monte Ratzlaff
Phone	51-987-0858
Email	Monte.ratzlaff@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Michael Wegmann
Phone	510-987-0428
Email	Michael.wegmann@ucop.edu
Address	260 Cousteau Place Suite 150
	Davis, CA 95618

To Supplier:

Name	CSA Customer Care
Phone	
Email	Customercare@csa.canon.com
Address	300 Commerce Square Blvd.
	Burlington, NJ 08016

Legal Notice for Canon Solutions America, Inc.

Name	VP, Legal
Phone	
Email	legal@csa.canon.com
Address	One Canon Park
	Melville, NY 11745

6. Intellectual Property, Copyright and Patents

☐ The Goods and/or Services involve Work Made for Hire

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

7. Patient Protection and Affordable Care Act (PPACA)

☐ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

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

8. Prevailing Wages

☒ Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

☐ 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.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE –Canon Solutions America, Inc.

12. Cooperative Purchasing

Supplier agrees to extend for Goods and/or Services to participating agencies (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement, subject to 16(i) below, the terms of which shall be controlling. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility except as outlined in the above referenced Request for Proposal "RFP – Print Goods and Services- – UC Systemwide." Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

13. Service-Specific and/or Goods-Specific Provisions

See SOW

14. 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.

15. Amendments to the UC Terms and Conditions of Purchase

15 A. The UC Terms and Conditions of Purchase, dated 2/20/2020 are hereby amended as follows:

- i. **Article 2.D.** The last sentence is amended to read in full as follows: "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. Such excess costs shall be limited to replacement of substantially like or similar replaced Goods or Services."

- ii. **Article 4** first sentence is amended to read in full as follows.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to a 10 day inspection and test by UC at all times and places.

- iii. **Article 7(B), subsection 1** is amended with the following addition: "The foregoing provision governs only to the extent not directly addressed in a scope of work, software end user license agreement, or other instrument negotiated between the parties. Third party developed software is subject to its end user license and applicable maintenance agreement which shall solely govern as to the matter contained therein, and any modifications thereto must be approved by the licensor or developer."

- iv. **Article 8** The first paragraph is amended as follows: "Supplier shall defend, indemnify, and hold harmless University, its officers employees, and agents, from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Supplier's performance hereunder, provided such losses, expenses, damages, and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Lessor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Lessor's direction and control."

- v. **Article 17A** is amended to read in full as follows:

Price Decreases. Supplier agrees to immediately notify UC of any manufacturer suggested retail price (MSRP) decreases from its suppliers, and to pass through to UC any price decreases based on the discount structure in the Agreement.

- vi. **Additional Terms:**

- a. Supplier shall not be liable (i) for bodily injury (including death) or tangible property damage except to the extent caused by supplier's negligence or willful misconduct, or (ii) for loss of revenue or profit, loss or corruption of data, or special, punitive, indirect, incidental or consequential damages, arising out of this Agreement or the performance or non-performance of any services or the use of or inability to use any products, regardless of the legal theory on which a claim may be based and even if Supplier has been advised of the possibility of such damages.

Supplier's liability on any claim arising out of or related to this Agreement and any other agreements entered into in connection therewith, regardless of the legal theory on which the claim is based, shall not exceed in an aggregate amount the sum of (a) if customer purchased any products, the total purchase price paid by customer (or the leasing company if leasing) to Supplier for the products subject to the claim, and (b) as to all other liability of Supplier, charges paid or payable by customer for the products or services subject to the claim for twelve (12) months preceding the date on which the claim is made. Should customer have prepaid any amount for services subject to the claim, such amount shall be amortized over the applicable term of said services and Supplier's liability shall be limited to twelve (12) months of such amortized payments.

15. B The UC Terms and Conditions of Equipment Lease, dated 12/15/1994 are hereby amended as follows:

- i. **Article 2** first sentence is amended to read in full as follows: The rest of the Article remains the same.
The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to a 10-day inspection and test by UC at all times and places.
- ii. **Article 5**
 - a. The first paragraph is amended by adding the following: "In order to terminate the Agreement or an order there under due to funding non-appropriation, University must provide Supplier with written notice of the insufficient funding. The notice must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, the University will be required to return the equipment to Supplier with transportation costs borne by Supplier. The University will then be released from its obligation to make any further payments beyond those through the end of the last fiscal year for which funds have been appropriated."
 - b. The third paragraph is amended by adding the following: "In addition, upon UC's default, UC would be responsible for all amounts owed at the time of termination, plus the balance of lease payments"
- iii. **Article 11** is amended to read in full as follows: "Should the Goods and/or Services become, or in Lessor'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, Lessor 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 Lessor with notice of such claim or threat. Following receipt of such notice, Lessor will either (at Lessor'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."
- iv. **Article 15** last sentence is amended to read in full as follows: "Service penalties associated with equipment maintenance and corresponding equipment downtime shall be as set forth in the Scope of Work."
- v. **Article 17** is amended in full to read as follows: "During the period of time that property covered by this order is in the possession of University, University (and its customers, if installed on University's customers' premises) shall take good care of the property and University shall be responsible for any loss of or damage to the property while in its possession and control, unless such damage or loss is a consequence, directly or indirectly of intentional or negligent acts or omissions of Lessor or Lessor's agents."
- vi. **Article 18** is amended with the following addition:
"Additional end of term Options – Supplier shall provide notice to UC departments at ninety (90) days and again at thirty (30) days prior to end of the initial lease term that the end of term is imminent. Except in the

case of a lease schedule containing a \$1.00 purchase option, University shall, for each order (as to an individual unit or all units provided under the order) inform Supplier in writing as to its intentions regarding renewal or return of leased equipment. In the absence of the UC department's response to Supplier in writing, Supplier may seek the assistance of the University's procurement department to obtain the written notification of renewal or return of leased equipment. Each schedule renewal approved by UC will be on a month to month basis at the same payment amount and frequency unless University, at least thirty (30) days before the end of the scheduled term of the order or any renewal term, either; (i) exercises the purchase option in accordance with the terms hereof, or; (ii) sends to Lessor or Supplier written notice that University does not want to renew the order and at the end of such term returns the respective equipment as provided below. Lessor may cancel the automatic renewal term by, at least thirty (30) days before the end of any term, sending written notice that Lessor does not want the respective order to renew. Unless the order automatically renews or University purchases the equipment as provided in the agreement, shall, at the termination of the respective schedule, return the equipment to Lessor in good operating condition. University shall at the termination of the respective lease or order, make the equipment available to Lessor for pick up. The equipment shall be in good operating condition, ordinary wear and tear resulting from proper use excepted (and if not in such condition, additional fees may apply). If, for any reason, University shall fail to make the equipment available to Lessor for pick up by the last day of the applicable term, University shall pay to Lessor upon demand, one billing period's payment (as specified in the applicable order), for each billing period, or portion thereof that such delivery is delayed."

15.C. The UC Appendix Data Security is amended as follows:

Article 1 is modified as follows: The following is added to the end of Article 1, Subsection A:

Notwithstanding any provision in this Appendix to the contrary: (i) this Appendix only applies to the extent CSA (or "Supplier") possesses UC Institutional Information as applicable to the Goods and Services (collectively "Services") provided under the Agreement, and to CSA's IT Resources where such UC Institutional Information is stored or processed; (ii) As of the Effective Date the Goods and Services will not include the removal of UC Institutional Information from UC's Information Resources, nor the storage or processing of UC Institutional Information by CSA, and should subsequent Services include same, the parties will review this Appendix and mutually agree on its applicability prior to such new Services being provided.

16. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent (subject to Section 12 above), concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Purchasing Agreement # 2020002755
- b. UC Terms and Conditions of Purchase Dated 2/27/20
- c. UC Terms and Conditions of Equipment Lease Dated 12/15/94
- d. UC Appendix – Data Security Dated 8/12/19
- e. UC Appendix - Business Associate (HIPAA) Dated 8/2/19
- f. UC Appendix – General Data Protection Regulation (GDPR) Dated 8/21/19
- g. UC Appendix – eCommerce dated 7/19/19
- h. Statement of Work – Attachment A
- i. OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

j. RFP – Print Goods and Services – UC Systemwide

17. 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 herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

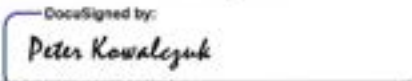
THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA


Justin Sullivan
(Signature)

Justin Sullivan, Director, Strategic Sourcing

(Printed Name, Title)
12/16/2020
(Date)

Canon Solutions America, Inc.

DocuSigned by:

(Signature)

Peter Kowalczyk President

(Printed Name, Title)
12/15/2020 | 6:56 PM PST
(Date)



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 Locations 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. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth 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 five (5) business days, 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.
- E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.



UNIVERSITY
OF
CALIFORNIA

Terms and Conditions of Purchase

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, skill 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 at the sole cost of Supplier, 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. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

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 represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included; (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or 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. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

1. It complies with California and federal disability laws and regulations; and
2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. General Accessibility Requirements. Supplier warrants that:
 1. It will comply with California and federal disability laws and regulations;
 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. 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.
- I. UC Trademark Licensing Code of Conduct. 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>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- 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.



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

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.
- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, 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.

In the event Appendix D5 applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

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 Aggregate \$ 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 or claim 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. 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. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct 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, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
 1. P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
 2. P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
 3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
 4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.
- Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>
- G. 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.
 - I. 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



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

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 FUNDS

Supplier who supplies 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. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
 1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 4. FAR 52.219-8, Utilization of Small Business Concerns;
 5. FAR 52.222-17, Non-displacement of Qualified Workers;
 6. FAR 52.222-21, Prohibition of Segregated Facilities;
 7. FAR 52.222-26, Equal Opportunity;
 8. FAR 52.222-35, Equal Opportunity for Veterans;
 9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 10. FAR 52.222-37, Employment Reports on Veterans;
 11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 12. FAR 52.222-41, Service Contract Labor Standards;
 13. FAR 52.222-50, Combating Trafficking in Persons;
 14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 16. FAR 52.222-54, Employment Eligibility Verification;
 17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 19. FAR 52.224-3, Privacy Training;
 20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 21. FAR 52.233-1, Disputes; and
 22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

1. **Rights to Inventions.** If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 2. **Clean Air Act.** Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 3. **Byrd Anti-Lobbying.** Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 4. **Procurement of Recovered Materials.** If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. 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.
 4. **Byrd Anti-Lobbying.** Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

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



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

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 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.



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

- 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 Agreement 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. 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 if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the 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 if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

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, and any pertinent records involving transactions relating to this 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, cooperative agreement or federal contract 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 INSTITUTIONAL INFORMATION

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if 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 be considered confidential to the extent 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. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
 1. Personally identifiable information,
 2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 3. Medical information as defined by California Civil Code § 56.05,
 4. Cardholder data,
 5. Student records, or
 6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.);
 - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 et seq.);
 - e. The Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), and
 - f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional 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. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

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.



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

(<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements 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. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 1. Uses bulk packaging;
 2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 5. Uses locally recyclable or certified compostable material.
- D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

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.



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

- 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 Agreement is for Services that will be performed at one or more UC Locations, does 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



UNIVERSITY
OF
CALIFORNIA

Terms and Conditions of Purchase

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 rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device 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 Medical Device 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 and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

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 any Medical Device provided to UC, and any other Medical Device 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 FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, 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 in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form 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 consent. 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, express or implied, 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. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

- A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- C. Changes in the status of the parties;
- D. Changes in flow down terms from external parties; and
- E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

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 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – 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 38 – SURVIVAL CLAUSE

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

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, 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 in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:



UNIVERSITY
OF
CALIFORNIA

Terms and Conditions of Purchase

- (a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiaa.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- (b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.



UNIVERSITY OF CALIFORNIA

TERMS AND CONDITIONS OF EQUIPMENT LEASE

ARTICLE 1 - GENERAL. For the purpose of these terms and conditions, the terms "University", "Lessor" and "Order" shall hereinafter be defined as follows:

- A. University: The Regents of the University of California.
- B. Lessor: The grantor of the use of personal property by lease.
- C. Order: A straight lease or rental agreement, with or without option to purchase, as indicated on the purchase order.

The equipment, supplies and services covered by this order shall be furnished by Lessor subject to all the terms and conditions set forth in this order including the following, which Lessor, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies or the performance of all or any portion of the services covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the equipment, supplies and 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 this order.

ARTICLE 2 - INSPECTION. The equipment, supplies and services furnished shall be exactly as specified in this order, free from all defects in manufacturer's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and testing by University at all times and places. If, prior to final acceptance, any equipment, supplies or services are found to be defective or not as specified, University may reject them, require Lessor to correct them without charge, or require delivery of such equipment, supplies, or services at a reduction in price which is equitable under the circumstances. If Lessor is unable or refuses to correct such items within a time deemed reasonable to University, University may terminate the order in whole or in part. Lessor shall bear all risks as to rejected equipment, supplies and services and, in addition to any costs for which Lessor may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Lessor in accordance with the terms of this order for unaccepted equipment, supplies and services. Notwithstanding final acceptance and payment Lessor shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - TERMS OF USE. Except as otherwise provided on the face of this order, the specified rental payments shall entitle University to unlimited use and operation of said equipment at any time and any place and for any period of time at the convenience of University (exclusive of the time required for preventive and remedial maintenance) and shall not be restricted to consecutive hours, length of personnel shifts, or any other restrictions.

ARTICLE 4 - CHANGES. No change to the lease shall be allowed without written approval of University. Any claim of Lessor for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt notification of such change unless University waives this condition in writing. Nothing in the Article shall excuse Lessor from proceeding with performance of the order as changed hereunder.

ARTICLE 5 - TERMINATION. University may at its option, by written notice stating the extent and effective date, terminate this order at the anniversary date of the lease or at the end of any fiscal year in whole or in part in the event the funding agency does not appropriate sufficient funds to continue the lease payments.

University may by written notice terminate this order for Lessor's default, in whole or in part, at any time, if Lessor refuses or fails to comply with the provisions of this order, 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 make deliveries of said equipment or supplies or perform the services within the time specified or any written extension thereof.

In the event University defaults in the payment of any amount due or to become due under the terms of the lease or defaults in the performance of any of the terms and conditions hereof, all the University's rights hereunder as to use and possession of the equipment shall, at the option of Lessor, terminate and Lessor shall become entitled to retain all rentals and to take possession of the property, provided however, that in such event neither Lessor nor University shall have the right to rent said equipment to any third party so long as it remains on the premises of University.

ARTICLE 6 - TITLE. Lessor covenants that it is the sole owner of said property, and that no other person, party, firm or corporation has any right, title, interest in or to same and that during the term of this lease said Lessor will not sell or encumber said property, or any interest therein, except subject to the rights given University by virtue of the lease. Title to said property, including any accessories and devices furnished by Lessor except those subsequently purchased by University, vests in Lessor, and said property may be removed by Lessor at or after termination of this Agreement unless purchased by University pursuant to its Purchase Option, if any.

ARTICLE 7 - PAYMENT. Unless otherwise provided for in this order, lease charges shall be invoiced in arrears and shall be payable thirty (30) days after the end of the period for which the charges accrue or thirty (30) days after University's receipt of invoice whichever is later.

ARTICLE 8 - TAXES. Lessor alone shall pay any license fees, assessments, sales, use and other taxes lawfully imposed during the term hereof upon the equipment, supplies or services furnished pursuant to this order.

ARTICLE 9 - PROPERTY TAX EXEMPTION. Lessor agrees to cooperate with University and do all acts reasonably necessary and appropriate to secure and maintain tax exemption of the property leased hereunder pursuant to Article 13, section 3 of the California Constitution. Lessor agrees to apply the amount of any reduction of tax resulting from such exemption as a credit against rental payments otherwise due by University to Lessor hereunder.

ARTICLE 10 - WARRANTY. Lessor warrants that said equipment, including accessories, will be in good operating condition when installed and that any subsequent defects in design, materials or workmanship during the term of this Lease will be corrected by Lessor at its sole expense. Lessor will inform University of the terms and conditions of



UNIVERSITY OF CALIFORNIA

any manufacturer's warranty in effect on the commencement date of this lease. In the event of defect in design, material, or workmanship during the term of the lease, the Lessor will assert any Manufacturer's Warranty in effect between Lessor and the Manufacturer at the time the defect becomes apparent.

ARTICLE 11 - PROPRIETARY RIGHTS INDEMNITY. Lessor shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Lessor's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Lessor under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Lessor as soon as practicable of the suit or action alleging such infringement. Lessor shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

ARTICLE 12 - TRANSPORTATION AND INSTALLATION. Unless otherwise provided for in this order, Lessor will be responsible for all transportation and handling costs related to the shipment to and from University of the leased equipment. Should the equipment require specialized installation, Lessor will provide the required technical assistance at no charge.

ARTICLE 13 - ASSIGNMENT. This order is not assignable by Lessor, except as to any payment due hereunder, without the written approval of University.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Lessor shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Lessor agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Lessor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925(f)), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Lessor shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Lessor shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Lessor shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

ARTICLE 15 - SERVICE AND MAINTENANCE. In the event this order includes service and maintenance of said equipment, Lessor will provide such service and maintenance required to keep said equipment in good working condition throughout the term of lease. The service and maintenance will consist of not less than: (1) periodic cleaning, and adjustments in the mechanisms and replacing unserviceable parts, and

(2) emergency repair service, including replacement of unserviceable parts. In order to perform maintenance service hereunder Lessor shall have reasonable access to the leased equipment to the extent practical in consonance with operational requirements. Lessor agrees that its failure to provide service and maintenance to keep the equipment in good operating condition shall result on a credit of 1/30th of the monthly lease payments for every twenty-four (24) hour period or portion thereof following the first twenty-four (24) hours after notification to Lessor that the equipment is inoperative.

ARTICLE 16 - ALTERATIONS. University or its authorized agents may make alterations or install attachments to the equipment and the Lessor shall be so notified. In the event that such changes substantially increase the cost of maintenance, mutually agreeable arrangements for additional maintenance service shall be made on an individual installation basis. Such alterations or attachments which are not the property of Lessor shall be removed immediately after discontinuation of lease (unless University elects to exercise its Purchase Option) and the equipment restored to the prior configuration (ordinary wear and tear only excluded) at University's expense. Lessor shall inform University of any provisions in the manufacturer's warranty which may cause the warranty to be affected by any such alterations or attachments.

ARTICLE 17 - RISK OF LOSS. During the period of time that property covered by this order is in the possession of University, University (and its customers, if installed on University's customers' premises) shall take good care of the property and University shall be responsible for any loss of or damage to the property caused by University while in its possession and control, unless such damage or loss is a consequence, directly or indirectly of intentional or negligent acts or omissions of Lessor or Lessor's agents.

ARTICLE 18 - OPTION TO PURCHASE. University is hereby given the option (provided University is not in default in the performance of any of its obligations hereunder) to purchase any or all of said property at the times and for the amounts set forth in this order. As of the date of exercise of the option, University's Standard Terms and Conditions of Purchase shall be substituted for the terms and conditions applicable to this lease. Said terms and conditions of purchase shall be those in effect as of the date the property was installed, provided that the period of manufacturer's warranty set forth therein shall be deemed to have commenced as of the date the Lease Terms commenced, and University shall be entitled to the remaining portion, if any, of said warranty period.

University shall exercise such option to purchase said property by notifying Lessor in writing of its intention to do so. Such notice may be delivered to Lessor's office or may be mailed to Lessor at the address specified by Lessor. Such notice shall be given by University to Lessor not less than thirty (30) days before the expiration of the current year of the lease. Lessor shall keep University advised of any change of Lessor's address for the purpose of such notice.

ARTICLE 19 - LESSOR'S LIABILITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION. Lessor shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Lessor's performance hereunder, provided such losses, expenses, damages, and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Lessor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Lessor's direction and control.



UNIVERSITY OF CALIFORNIA

B. INSURANCE. In consideration of the above, Seller shall at its expense obtain, keep in force and maintain insurance to cover its performance under this order as follows:

1. Comprehensive or Commercial Form General Liability Insurance (Contractual Liability Included)

Minimum Limits:

1. Each Occurrence \$ 2,000,000
2. Products/Completed Operations \$ 2,000,000

If the above insurance is written on a claims made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement.

2. Business Auto Liability: (Owned, Scheduled, Non-Owned, or Hired Automobiles) with a combined single limit of no less than \$ 3,000,000 per occurrence.
3. Workers' Compensation as required under California State law.

Lessor, upon the execution of this agreement shall furnish University with Certificates of Insurance evidencing compliance with all requirements. Coverages referred to under B 1. and 2. above shall include The Regents of the University of California as an additional insured, but only with respect to the negligent acts or omissions of Seller, its officers, agents, employees, subcontractors or anyone directly or indirectly employed by them, or any other person or persons under its direction and control. The Certificates of Insurance shall obligate Lessor's insurers to notify University at least 30 days prior to cancellation of or change in any of said insurance.

ARTICLE 20 - OTHER APPLICABLE LAWS. Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

**ARTICLE 1. PURPOSE AND INTRODUCTION**

- A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.
- B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.
- C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:
1. Developing and documenting a plan that protects Institutional Information and IT Resources.
 - Supplier must responsibly execute this plan.
 - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.¹
 - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
 2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
 3. Updating its plan to effectively address new cybersecurity risks.
 4. Complying with pertinent contractual and regulatory responsibilities.
 5. Providing UC with evidence of compliance with Supplier's information security plan.
 6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
 7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

¹ Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, ISO 27002, NIST SP 800-53 and NIST SP 800-171.

- D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.
- E. 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 same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.
- F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

- A. **"Breach"** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.
- B. **"Illicit Code"** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, "back door," "trap door," "booby trap," "dead drop device," "data scrambling device," or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.
- C. **"Institutional Information"** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.
- D. **"IT Resource"** means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. **"Major Change"** means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. **"Security Incident"** means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier's administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

- A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.
- B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.
- C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.
- D. Updates to Exhibit 2 will occur as follows:
 - 1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.
 - 2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.
- E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.
- F. Supplier's Information Security Plan must:
 - 1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;
 - 2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;
 - 3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;
 - 4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;
 - 5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;
 - 6. Clearly document the cybersecurity responsibilities of each party;
 - 7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;
 - 8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;
 - 9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;
 - 10. Prevent unauthorized access to Institutional Information and IT Resources;
 - 11. Prevent unauthorized changes to IT Resources;
 - 12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;
14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and
15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

- A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.
- B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.
- C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

- A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
 1. When Major Changes happen.
 2. When Supplier becomes aware of a vulnerability that warrants a CVE² rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.
- B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
- C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

² Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

- A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.
- B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (<https://security.ucop.edu/policies/institutional-information-disposal.html>) or an alternative approved by UC.
- C. Supplier will certify in writing to UC that such return and/or disposal has been completed.
- D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

- A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

- A. **Reporting of Breach or Security Incident:** If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:
1. Contacts for both technical and management coordination;

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
 3. The nature of the Breach and/or Security Incident;
 4. The Institutional Information and/or IT Resources affected;
 5. What Supplier has done or will do to mitigate any deleterious effect; and
 6. What corrective action Supplier has taken or will take to prevent future Security Incidents.
- B. Supplier will provide other information as reasonably requested by UC.
- C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.
- D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:
1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
 2. Remedying the Breach and/or Security Incident as quickly as circumstances permit;
 3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
 4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
 5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
 6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
 7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
 8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.
- E. **Breaches and Security Incidents – Corrective And Preventive Action:** As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
 2. Identification and description of the root causes; and
 3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.
- F. **Costs:** Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.
- G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

- A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.
- B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.
- C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.
- D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.
- E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.
- F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.
- G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.
- H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

- A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4³, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

³ See Exhibit 1.

that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.



Exhibit 1 – Institutional Information

1. Protection Level Classification¹:

- ☐ Protection Level 1
- ☐ Protection Level 2
- ☐ Protection Level 3
- ☒ Protection Level 4

Explanation: [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

- A. ☒ Animal Research Data.
- B. ☒ Controlled Technical Information (CTI).
- C. ☒ Controlled Unclassified Information (CUI) – 800-171/NARA.
- D. ☒ Defense Department: Covered Defense Information (CDI).
- E. ☒ Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. ☒ GDPR personal data.
- G. ☒ GDPR special data.
- H. ☒ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
- I. ☒ Health Records subject to HIPAA Privacy or Security Rule (PHI).
- J. ☒ Human Subject Research Data.
 - 1. ☐ Identified.
 - 2. ☐ Anonymized.
- K. ☒ Intellectual property (IP), such as patents, copyright, or trade secrets.
- L. ☒ ITAR/EAR-controlled data.
- M. ☒ Payment card data (PCI, PCI DSS).
- N. ☒ Personally identifiable information – PII.
- O. ☒ Student data, whether or not subject to FERPA.

¹ For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

University of California

Appendix
Data Security

- P. ☐ Other: _____
- Q. ☐ Other: _____
- R. ☐ Other: _____
- S. ☐ Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

- A. ☒ California Confidentiality of Medical Information Act (CMIA) *.
- B. ☒ California Consumer Privacy Act (CCPA).
- C. ☒ California Information Practices Act (IPA).
- D. ☒ European Union General Data Protection Regulation (GDPR)*.
- E. ☒ Family Educational Rights and Privacy Act (FERPA) *.
- F. ☒ Federal Policy for the Protection of Human Subjects ("Common Rule").
- G. ☒ Genetic Information Nondiscrimination Act (GINA).
- H. ☒ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.
- I. ☒ Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.
- J. ☒ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
- K. ☒ The Fair and Accurate Credit Transaction Act (FACTA).
- L. ☒ The Fair Credit Reporting Act (FCRA).

Data Security

- M. ☒ Chemical Facility Anti-Terrorism Standards (CFATS).
- N. ☒ Defense Federal Acquisition Regulations (DFARS).
- O. ☒ Export Administration Regulations (EAR).
- P. ☒ Federal Acquisition Regulations (FARS).
- Q. ☒ Federal Information Security Modernization Act (FISMA).
- R. ☒ International Traffic in Arms Regulations (ITAR).
- S. ☒ Payment card data (PCI, PCI DSS).
- T. ☒ Toxic Substances Control Act (TSCA).
- U. ☐ Other: _____
- V. ☐ Other: _____
- W. ☐ Other: _____
- X. ☐ Other: _____

Exhibit 2

Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]



UNIVERSITY OF CALIFORNIA

Appendix – Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and _____, Business Associate ("BA").

RECITALS

- A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103
- B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.
- C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§ 1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part I, as they may be amended from time to time, and similar requirements under California law.
- D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

1. DEFINITIONS

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

2. OBLIGATIONS OF BA

BA agrees to:

- A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.
- B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.
- C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.
- D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an "Incident"). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.
- E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.
- F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual's designee, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.524.
- G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC's obligations under 45 C.F.R. § 164.526.

- H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.528.
- I. Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC's compliance with HIPAA, HITECH and their implementing regulations.

3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

4. TERM AND TERMINATION

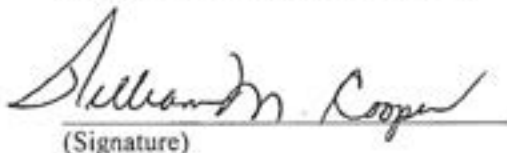
- A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.
- B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

- C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

The Appendix BAA is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA


(Signature)

William M. Cooper
(Printed Name, Title)

AVP + CPO
8/2/19
(Date)

BUSINESS ASSOCIATE

Canon Solutions America, Inc.

(Supplier Name)


(Signature)

Peter Kowalczyk
(Printed Name, Title)

President

(Printed Name, Title)

12/15/2020 | 6:56 PM PST
(Date)

Appendix - General Data Protection Regulation

During the course of providing Services to, or on behalf of, UC pursuant to the Agreement between UC and Supplier dated _____, Supplier may process personal data as defined below. The Parties agree that with respect to the processing of personal data pursuant to the Agreement or this Appendix – General Data Protection Regulation (“Appendix GDPR”), UC is the data controller (and shall hereinafter be referred to as the “Controller”), and Supplier is the data processor (and shall hereinafter be referred to as the “Processor”). The Parties have agreed that the Processor will provide the Services to the Controller pursuant to and in accordance with the terms and conditions of the Agreement and this Appendix GDPR. In the event of a conflict between the terms of this Appendix GDPR and the Agreement or any amendment or appendix thereto, the terms of this Appendix GDPR shall govern. Supplier agrees to be bound by the obligations set forth in this Appendix GDPR. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix GDPR on any third party retained by Supplier to provide Services for or on behalf of UC.

A. Definitions

Capitalized terms used but not defined in this Appendix GDPR will have the meanings set forth in the Agreement. The following terms shall have the meanings set forth herein:

1. **“Data”** means all personal data processed by (or on behalf of) the Processor for the Controller under or in connection with the Agreement, including in the provision of the Services. If Appendix DS applies to this Agreement, “Data” as used herein shall also be considered UC Institutional Information as defined in Appendix DS.
2. **“Data Subjects’ Rights”** means the rights of data subjects as provided in the GDPR including, but not limited to, rights of access, rectification, erasure, restriction of processing, data portability, objection, and the right not to be subject to automated decision making (including profiling);
3. **“EEA”** means European Economic Area;
4. **“EU”** means the European Union;
5. **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
6. **“data subject,” “personal data,” “personal data breach,” “process/processing,” “pseudonymisation,” and “supervisory authority,”** shall each have the meaning as in the GDPR;
7. **“Subprocessor”** means any third party: (i) who is engaged by the Processor to carry out specific processing activities relating to Data for or on behalf of the Controller; or (ii) to whom the Processor subcontracts any of its obligations in connection with the Agreement.

B. Scope of Processing Data

1. Processor shall process Data solely for the purposes of performing the Services and for the same duration of the Agreement, except as otherwise agreed to in writing by the Parties. The scope and

further details of Processor's processing activities of Data pursuant to the Agreement and Appendix GDPR are set forth in Addendum A to this Appendix GDPR.

2. To the extent any additional information is required to be included in Addendum A pursuant to the GDPR or any other applicable EU member state, or EEA state law, or this Agreement otherwise requires amendment, the Parties will cooperate to amend this Appendix GDPR in a writing signed by both Parties.

C. Subprocessors

1. Controller generally authorizes Processor to engage Subprocessor(s) to perform any of Processor's obligations in providing Services to Controller in connection with the Agreement as set forth in Addendum A and as allowed under the terms of the Agreement, except that any processing of personal data by Subprocessor(s) outside of the United States or EEA must be specifically authorized in writing prior to such processing by Controller.
2. The Processor shall give the Controller prior written notice of any intended changes concerning the addition or replacement of any Subprocessors set forth in Addendum A to allow the Controller to approve or object to such changes. Such notice shall include details of the processing activity or activities to be conducted by the applicable Subprocessor and the identity and contact details of such Subprocessor.
3. The Processor shall ensure that any Subprocessor approved by Controller in accordance with this Section C is subject to obligations in a written agreement requiring such Subprocessor to comply with the obligations of this Appendix GDPR. If any Subprocessor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance or non-performance of such Subprocessor.
4. Upon request, the Processor shall provide a copy of each Subprocessor agreement entered into pursuant to this Section C to the Controller.

D. Obligations of the Processor

1. The Processor shall, and shall ensure that each of its employees, approved Subprocessors and any other individual acting under its authority who has access to the Data:
 - a. process Data in accordance with the terms of this Agreement, Appendix GDPR or any other written instructions of the Controller, and only to the extent and in the manner necessary to provide Services, and for no other purpose(s). In the event EU or member state law requires Processor to process in a manner not expressly authorized by this Agreement or the Controller's written instructions, the Processor shall promptly inform the Controller of the applicable legal requirement before processing, unless prohibited from doing so on important public interest grounds, consistent with EU or member state law;
 - b. keep the Data confidential and ensure that any person authorized to process the Data for or on behalf of the Processor (including but not limited to any Processor employees and staff and approved Subprocessors) has agreed to keep the Data confidential, or is otherwise under a statutory obligation to protect the confidentiality of the Data; and

- c. upon reasonable request from the Controller, provide an up-to-date copy of the Data in the format requested by the Controller.
2. In carrying out its obligations under the Agreement and this Appendix GDPR, Processor agrees to comply with all applicable state, federal and laws of other countries or jurisdictions (including, but not limited to, GDPR), as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Data.
3. In accordance with GDPR, and taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of processing the Data pursuant to this Agreement, as well as the risks to the rights and freedoms of natural persons and the risks to processing the Data, the Processor represents and warrants that it has implemented appropriate technical and organizational security measures appropriate to such risks, including, as appropriate: (i) the pseudonymisation and encryption of the Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability of and access to the Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. Upon Controller's request, Processor shall provide to Controller evidence demonstrating Processor's implementation of such technical and organizational security measures as required by GDPR.
4. The Processor shall assist the Controller in ensuring compliance with Controller's obligations as a Controller by: (a) cooperating with Controller's implementation of appropriate technical and organizational security measures to ensure the security of processing Data; (b) cooperating with Controller notifications to supervisory authorities and/or data subjects, as applicable, of any breaches of Data; (c) cooperating with Controller's conduct of data protection impact assessments, including but not limited to, any requirements to consult with a supervisory authority as required by GDPR. Processor shall also cooperate with additional obligations of Controller that may be required of it pursuant to GDPR and other applicable data protection laws.
5. In the event of any suspected or actual personal data breach, the Processor shall notify the Controller to the individual identified below immediately upon discovery, both orally and in writing, but in no event more than two (2) calendar days after Processor identifies or reasonably believes a personal data breach has or may have occurred. Processor's notification to the Controller will identify: (i) the nature of the personal data breach, including where possible, the categories and the approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) a description of the likely consequences of the personal data breach; and (iii) a description of the measures taken or proposed to be taken to address the personal data breach, including where appropriate, measures to mitigate its possible adverse effects. Processor will provide such other information as reasonably requested by Controller. In the event of a suspected personal data breach, Processor will keep Controller informed regularly of the progress of its investigation until the uncertainty is resolved.

In event of suspected or actual personal data breach, the Processor shall notify:

Name	See Purchasing Agreement	
Phone		
Email		
Address		

6. Processor will fully cooperate with Controller's investigation of any personal data breach, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the personal data breach at no cost to Controller.
7. Any personal data breach may be grounds for immediate termination of the Agreement by Controller.
8. Except for transfers of Data to the Controller, the Processor shall not process or transfer any Data to any country outside the EEA except pursuant to prior written approval of the Controller, and at all times in compliance with GDPR and other applicable data protection laws.
9. This section is only applicable if Processor's Services include the collection of personal data directly from data subjects:

In the event Processor's Services include the collection of personal data directly from data subjects that is to be provided to Controller, unless the parties otherwise agree, the Processor shall be responsible for ensuring that such processing of personal data complies with GDPR requirements, including, but not limited to, obtaining a lawful basis to process the personal data.

10. This section is only applicable if: (1) Processor or a Subprocessor is based in the EEA; (2) Processor's or such EEA-based Subprocessor's Services include the transfer of personal data from the EEA to Controller; and (3) data subjects have not explicitly consented to the transfer of their personal data to Controller in the United States:

Unless the parties otherwise agree on another transfer mechanism that satisfies GDPR requirements, transfers of personal data shall be governed by the Standard Contractual Clauses set forth in Addendum B to this Appendix GDPR.

11. Processor acknowledges that Controller is subject to U.S. federal and state laws and regulations, including but not limited to public disclosure and retention laws and regulations, that may require the retention and disclosure of information that is the subject of the Agreement.
12. Within thirty (30) days of the termination, cancellation, expiration or other conclusion of this Appendix GDPR, Processor will deliver the Data to UC unless UC requests in writing that such Data be destroyed. This provision will also apply to all Data that is in the possession of Subprocessors. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 Guide to Media Sanitization. Processor will certify in writing to Controller that such delivery

or destruction has been completed. In the event EU, EU member state, or EEA state law requires the storage of such Data, the Processor shall promptly inform the Controller of such requirement in writing. In such instance, Processor will continue to protect the Data in accordance with the terms of this Appendix GDPR.

E. Data Subjects' Rights

1. Unless Section D.9 of this Agreement applies, the Controller shall be responsible for providing data subjects with any information required under GDPR at the time of collecting such data subjects' personal data, as well as any information requested by data subjects relating to the processing of their personal data.
2. The Processor shall notify the Controller (via the individual identified by UC in this Appendix GDPR) in writing (including by e-mail) of each and any request that it receives from a data subject relating to a Data Subject Right. Such written notification shall be made promptly no later than two (2) business days following receipt of the request, and shall include any information in the Processor's custody or control that may assist the Controller to respond to the request.
3. Unless otherwise required by applicable EU, EU member state, or EEA state law, the Processor shall not respond to any such requests or other communications the Processor receives from data subjects, without the prior written consent of the Controller.
4. The Processor shall assist the Controller in Controller's obligations to respond to requests for exercising Data Subjects' Rights by using appropriate technical and organizational measures, to the extent practicable given the nature of the processing of Data.

F. Accountability

1. Upon written request from the Controller, the Processor shall make available to the Controller all information necessary to demonstrate compliance with its obligations under this Appendix GDPR. The Processor shall make its records, documents, facilities, processes and individuals reasonably available to Controller or Controller's designee for audits or inspections to demonstrate compliance with this Appendix GDPR.
2. The Processor shall immediately inform the Controller if, in the Processor's opinion, any instruction from the Controller with respect to the processing of Data pursuant to this Agreement violates or contradicts GDPR, or other applicable EU, EU member state, or EEA state data protection laws or regulations.

Addendum A: Scope of Processing Data

This Addendum is part of the Appendix GDPR and includes details of the processing of Data as required by the Agreement.

1. Processor is processing Data on behalf of the Controller for purposes of the performance of Services described in this Agreement. Data shall be processed for the duration of the term of this Agreement, except as otherwise specifically set forth herein.

Processor does not anticipate processing Data as defined herein. However, Processor will be selling and providing maintenance services on multifunctional copier devices (MFDs) under this Agreement, which will be operated by Controller to scan, copy, and generate protected information on Controller premises. All MFDs include encrypted hard drive where data cannot be accessed or read by Processor employees.

MFDs can be configured to erase stored data directly after each printout. Additionally, a complete deletion of the system and a return to the delivery state is even possible and can be performed simply without the help of technicians. All data is overwritten up to nine times.

As such, any access to protected personal information would be purely incidental and is not anticipated.

2. The purposes(s) of the processing of Data to be carried out by the Processor on behalf of the Controller includes:

Processor does not anticipate processing Data as defined herein. However, Processor will be selling and providing maintenance services on multifunctional copier devices (MFDs) under this Agreement, which will be operated by Controller to scan, copy, and generate protected information on Controller premises. All MFDs include encrypted hard drive where data cannot be accessed or read by Processor employees. As such, any access to protected personal information would be purely incidental and is not anticipated.

3. The Data to be processed by the Processor on behalf of the Controller in the performance of Services includes the following: TYPES OF DATA, E.G., NAME, TITLE, CONTACT INFORMATION, BIRTHDATE, AGE, IDENTIFICATION NUMBERS, ACADEMIC RECORDS, FINANCIAL DATA: the Data may also include the following sensitive data: racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, data concerning sex life or sexual orientation, or data relating to criminal convictions or offenses. If the Processor becomes aware that additional personal data not identified above has been received from the Controller, the Processor shall immediately notify the Controller.
4. The Data to be processed by the Processor on behalf of the Controller in the performance of Services relates to the following categories of data subjects: None
5. Controller authorizes the Processor to subcontract the following processing activities to the following Subprocessors: None
6. Other than to the United States as may be required for the performance of Services, and for which the Controller has a lawful basis to transfer the Data to the United States pursuant to GDPR, the Processor may transfer Data to the following countries outside of the EEA: None

Addendum B: Standard Contractual Clauses

Commission Decision C(2004)5721

SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

[SUPPLIER](name)

[ENTER ADDRESS](address and country of establishment)

hereinafter "data exporter"

and

The Regents of the University of California, on behalf of its _____ location.....(name)

[ENTER ADDRESS](address and country of establishment)

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

- a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) "the data exporter" shall mean the controller who transfers the personal data;
- c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

h) It will process the personal data, at its option, in accordance with:

- i. the data protection laws of the country in which the data exporter is established, or
- ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
- iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Annex A

Initials of data importer: **[COMPLETE]**

i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

- i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
- ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
- iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
 - i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated:.....

[FOR DATA IMPORTER

.....

.....]

[FOR DATA EXPORTER

.....

.....]

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - a)
 - i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
 - or
 - b) where otherwise provided by the law of the data exporter.

ANNEX B
DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects
The personal data transferred concern the following categories of data subjects:
See Addendum A: Scope of Processing Data, Section 4.

Purposes of the transfer(s)
The transfer is made for the following purposes:
See Addendum A: Scope of Processing Data, Sections 1 and 2.

Categories of data
The personal data transferred concern the following categories of data:
See Addendum A: Scope of Processing Data, Section 3.

Recipients
The personal data transferred may be disclosed only to the following recipients or categories of recipients:
See Addendum A: Scope of Processing Data, Section 5. If applicable, Data importer may also transfer to the data to the following types of recipients: **[TO BE COMPLETED BY BUYER]**

Sensitive data (if appropriate)
The personal data transferred concern the following categories of sensitive data:
See Addendum A: Scope of Processing Data, Section 3. ...

Data protection registration information of data exporter (where applicable)
[TO BE COMPLETED BY SUPPLIER]

Additional useful information (storage limits and other relevant information)
The data will be protected as set forth in the Agreement. **[ADD ADDITIONAL TERMS AS REQUESTED BY SUPPLIER.]**

Contact points for data protection enquiries

Data importer
[ADD PRIVACY OFFICER CONTACT]

Data exporter
[TO BE COMPLETED BY SUPPLIER]



UNIVERSITY OF CALIFORNIA

Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.

Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

- i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
- ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a [specify hosted, Punch-out, or both] catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than [number] catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: [insert number of times Supplier can change its content; quarterly or biannually would be recommended]
- Price Changes: [insert number of times Supplier can change its price; once per year would be recommended]

- Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system **[insert number, 10 is the minimum]** working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

Buyer – [Choose those that apply]:

- Number of catalog/price file versions to be supported for this agreement: **[insert number]**
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): **[insert description]**
- Maximum Number of SKUs allowed: **[insert number]** (optional)
- Categories allowed within Catalog: **[list specific categories]** or
- Categories blocked within Catalog: **[list specific categories]**

Attachment A - Statement of Work (SOW)

1. General

- 1.1 Description of the Scope of Services: The purpose of this Statement of Work is for Supplier to sell and/or lease to University multifunction devices (MFDs) with copy, print, scan, and optional fax functionality, and/or Laser Printers, along with related products and support, in a cost effective and efficient manner, accompanied by high standards of quality and service, aligned with University's needs as further detailed herein.
- 1.2 Participating Locations: Supplier shall make all terms of the Agreement available to all current and future locations of the University of California.

2. Program Requirements

- 2.1 Program Manager: Supplier shall assign a Program Manager who will have the overall account management responsibility, as well as a dedicated Account Manager per UC Location.
- 2.2 Supplier's Program Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	Dave Wetzel
Phone	940-580-9233
Email	dwetzel@csa.canon.com
Address	12856 Interurban Ave S., Seattle, WA 98168

Supplier's Account Management Team is:

Name	Hilda Martinez – Sales Manager, Southern Cal (1)
Phone	626-482-2570
Email	hmartinez@csa.canon.com
Address	207 Goode Ave, Ste 400 Glendale, CA 91203

Name	Chad Dorman – Sales Manager, Southern Cal (2)
Phone	949-231-0223
Email	chdorman@csa.canon.com
Address	3900 Kilroy Airport Way, Ste 3900 Long Beach, CA 90806

Attachment A - Statement of Work (SOW)

Name	John Gerckens – Sales Manager, Northern Cal
Phone	516-477-0523
Email	jgerckens@csa.canon.com
Address	3300 North First Street
	San Jose, CA 95134

- 2.3 Program Administration: Supplier must provide the necessary staff, infrastructure, and other resources at a level sufficient to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement, and as further detailed in the RFP and Supplier's Response, including, but not limited to:
- 2.3.1 All support to be available no less than Monday – Friday, 8:00am-5:00pm (Pacific).
 - 2.3.2 Provide a toll-free 800 number for Customer Service calls.
 - 2.3.3 Coordinate contract/program implementation, including designating associated Project Manager.
 - 2.3.4 Account management for on-going contract monitoring, maintenance and communication.
 - 2.3.5 Account Representative(s) dedicated to UC Locations.
 - 2.3.6 To insure customer service satisfaction, Supplier is required to call customer 3 business days after equipment installation and training. Customer shall be defined as a designated user for that location. For UC Locations with MFD/Printer Fleet Management Programs, Customer shall be defined as the designated contacts for those Programs.
 - 2.3.7 Supplier's account representative must make frequent on-site visits sufficient to effectively address and resolve issues related to the fulfillment of Suppliers obligations under the Agreement including, but not limited to: customer orders, problems, and invoice disputes; increase sales activity; advise regarding cost reduction and process improvement opportunities; assist in resolving problems; demonstrate products; provide training; and other customer services as required for the efficient operation of the program.
 - 2.3.8 Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns.
 - 2.3.9 Regular business review meetings (frequency to be determined by each location, though no less than quarterly) between Supplier's account manager and other representatives as needed (specialists, local representatives, management) and UC Purchasing and/or MFD/Printer Fleet Management Program at each location to review and discuss agreement purchase activity, Supplier key performance indicators (KPIs) and metrics, outstanding issues, new products and services roadmaps, and other related issues.
 - 2.3.10 Maintain a customer service satisfaction level of 98% or better as evidenced by the results of regular customer survey's conducted by supplier.
 - 2.3.11 A designated contact for billing/invoicing questions and issues.
 - 2.3.12 Guarantee transaction accuracy of 99% or higher.

Attachment A - Statement of Work (SOW)

- 2.3.13 Ensure that all Supplier support staff are oriented and trained on Supplier's transaction systems and other infrastructure and processes at a level sufficient to meet University's needs and comply with Supplier's obligations under the Agreement.
- 2.4 Consistency: Supplier must provide and assure consistency across all UC Locations in the following areas:
- 2.4.1 Pricing on all Products
 - 2.4.2 Discounts on all Products
 - 2.4.3 Support offerings
 - 2.4.4 New Support offerings
 - 2.4.5 Customer Service
 - 2.4.6 Quality Control
 - 2.4.7 Ordering and Payment Processes and Systems
- 2.5 Partnering: Suppliers must establish and maintain a partner relationship with UC Location Purchasing and/or MFD/Printer Fleet Management Program with respect to MFDs and Laser Printers at each location to achieve objectives such as:
- 2.5.1 Improving Supplier performance
 - 2.5.2 Improving product and service quality
 - 2.5.3 Improving equipment utilization levels to reduce costs
 - 2.5.4 Increasing sales through product show sponsorship and other marketing assistance
 - 2.5.5 Reduction of paperwork and increased efficiency through consolidated invoicing and other methods
 - 2.5.6 Competitive pricing strategies
- 2.6 In the event of a problem, Supplier makes the following escalation process available to UC:
- 2.6.1 "Client Relationship Escalation Procedures": To effectively manage the Client relationship, Supplier shall maintain a document transformational business model and strategy that demonstrates various 'touch points' within both organizations that covers:
- Management: Allows the effective Operational Management of the contract with respect to the provision of the service and delivery of the documented Key Performance Indicators (KPIs) and Key Risk Indicators (KRIs) across all the business streams.
 - Innovation: Allows a continuous focus on innovation of existing contracted services plus a focus on new value-added propositions.
 - Review: Provides a regular Strategic review process at a senior corporate level that enables both parties to understand synergies between both organizations that will add value to the relationship through the contract period.

Attachment A - Statement of Work (SOW)

- 2.6.2 Issue Escalation Procedures: The effective management of risk and issues is an essential component of all successful programs. At the beginning of the implementation period Supplier will develop a risk and issue log that will be jointly managed with University of California on a regular basis. The risk and issue log will ensure accountability for risks and issues together with clear action to manage and, where possible, mitigate risk and resolve issues. Equally, Supplier will agree to risk and issue thresholds with University of California to ensure the appropriate level of visibility and escalation. The escalation of risks and issues will be managed through an agreed management hierarchy based on their type and criticality.
- 2.6.3 Technical Service Escalation/Problem Resolution Process (see escalation process in Exhibit 3 Supplier UC Account Support Team. The steps for problem escalation are as follows:
- If the problem is not identified: Customer Service Engineer (CSE) contacts the Supplier Hotline to notify the Work Group Leader, who must respond within one hour.
 - If the problem remains unidentified and or unresolved: CSE re-contacts the Work Group Leader and the Supplier Field Manager for Customer Service to get further assistance and direction. This activity must transpire within 1-3 hours.
 - If Problem is still not identified or resolved: CSE contacts Work Group Leader, Customer Service Technical Specialist, and Field Manager for Customer Service to obtain further suggestions/information. This should occur within 3-4 hours.
 - If Problem is still not identified or resolved: CSE makes arrangements to receive site assistance from Work Group Leader/Customer Service Technical Specialist, and notifies the customer's decision maker on equipment status. This should occur within four to six hours.
 - If Problem is still not identified or resolved: CSE, Work Group Leader and Customer Service Technical Specialist contact Field Manager Technical Service to seek assistance outside the immediate support team. This should occur within six to eight hours.
 - If Canon is unable to correct the issue at this point, Canon Customer Satisfaction Policy states: If Customer is not satisfied with the performance of a Canon or Océ brand product, upon Customer's written request, Supplier in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, Supplier shall have the opportunity to return the product to good working order in accordance with the terms of this Contract. This policy shall apply for 5 years from the date of installation or for the initial term of any Canon Financial Services, Inc. lease, if longer, provided Customer is not in default of its Customer Agreement and such maintenance services have not been canceled or terminated.

Attachment A - Statement of Work (SOW)

- 2.7 Disaster Recovery/Business Continuity Plan: Supplier must establish, test, and maintain a Disaster Recovery/Business Continuity Plan, and deploy other systems and processes as necessary, in order to ensure efficient and timely fulfillment of its obligations under this Agreement in the event of a disaster or other service interrupting event.
- 2.8 Service Standards: During the term of this Agreement and any extension(s) of the Term, Supplier will provide the following minimum service standards:
 - 2.8.1 Uptime per device – 96% measured as a quarterly average
 - 2.8.2 Response time per device (MFDs) – 4 business hours within 1 business hour acknowledging call back from technician or dispatch – starting from time of call placement, measured as a quarterly average.
 - 2.8.3 Response time per device (MFDs) – Areas beyond 20 miles from a major UC Location – Maximum 8 hours or upon mutually agreed time frame with field office or location administrator.
 - 2.8.4 Response time per device (Laser Printers) – within 2 business days
 - 2.8.5 Repair time – Average of 2 hours measured as a quarterly average.
 - 2.8.6 Delivery-equipment (new equipment) – 10 business days from Supplier receipt of order. Delivery between 8 a.m. and 12 p.m. (PST) with one-hour pre-delivery call, unless otherwise arranged.
 - 2.8.7 Delivery-replacement parts (MFDs) – within 8 business hours from Supplier receipt of order. Parts must be new unless pre-tested refurbished parts are requested by UC for a reduced cost.
 - 2.8.8 Delivery-replacement parts (Laser Printers) – within 2 business days from Supplier receipt of order. Parts must be new.
 - 2.8.9 Delivery – Supplies – within 2 business days from Supplier receipt of order
 - 2.8.10 Installation (MFDs) – upon delivery unless otherwise arranged
 - 2.8.11 Installation (Laser Printers) – if requested, within 2 business days of delivery unless otherwise arranged
 - 2.8.12 Setup – Within 4 business hours of delivery
 - 2.8.13 Training, initial customer training and IT support: Unlimited user training on features and functionality at no charge. Initial IT support at no charge.
 - 2.8.14 Return customer calls (at no cost to UC) – within 1 hour
 - 2.8.15 Resolve billing issues – within 10 business days
- 2.9 During the term of this Agreement and any extension(s) of such term, Supplier shall provide after-hours services based on the following service standards:
 - 2.9.1 Response time – Average 4 hours
 - 2.9.2 Repair time – Average 2 hours
- 2.10 Maintenance services requested and performed outside Supplier's normal business hours will be charged to UC at the rates provided in Exhibit 1. Supplier shall not charge

Attachment A - Statement of Work (SOW)

UC more than thirty (30) minutes travel time for the services performed after normal business hours.

- 2.11 Supplier agrees to provide to UC, during Supplier's normal business hours (Monday-Friday, 8:00am-5:00pm Pacific), the maintenance necessary to keep the Product in, or restore the Product to, good working order. This maintenance service includes maintenance, based upon the specific needs of individual Product, as determined by Supplier, and unscheduled, on-call remedial maintenance.

Maintenance will include, but is not limited to, lubrication, adjustments, and the replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product. Maintenance shall not include repairs necessitated by factors other than normal use (e.g. willful or negligent acts, service provided by unapproved third parties, ambient conditions, use of parts or supplies not provided by Supplier, etc.).

Maintenance service requested and performed outside Supplier's normal business hours will be charged to UC at Supplier's applicable time and material rates and terms as provided in this Agreement.

Maintenance costs must be fixed or lowered during the term of the contract. Maintenance costs cannot increase in price during the initial term of the Agreement. Maintenance costs itemized on each individual order schedule shall be fixed for the initial term stated on the schedule, not to exceed sixty (60) months and shall be subject to annual increase thereafter.

Toner and staples ("Consumables") are provided at no additional charge for exclusive use with the Equipment. If you use the Consumables in a different manner and your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by Supplier, Supplier may invoice you for such excess usage provided, that Supplier shall not invoice you for such excess toner usage unless and until Supplier has first notified you of the excess toner usage, and until you and Supplier have consulted in good faith in an attempt to identify the reason(s) for the excess toner usage and you have had a reasonable opportunity, if practicable, to rectify the excess toner usage. Additional toner may be purchased from Supplier if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain Supplier's property and shall be returned promptly upon termination of this Agreement.

Relocation of Copiers

During the course of this Agreement, it may be necessary for various reasons to relocate installed copiers. After initial installation, upon customer request, any multi-function copier between 20 PPM and 105 PPM may be relocated one (1) time per Customer Agreement

Attachment A - Statement of Work (SOW)

period at no additional charge. The number of relocations provided at no additional charge shall not exceed the aggregate number of units installed per member under this Customer Agreement. Any relocations in excess of this, shall be invoiced at CSA's then current rates.

- 2.12 Service Warranty: Supplier warrants that services will be performed in a good workmanlike manner in accordance with the applicable service description. Supplier will service during the warranty as well as during the Service Contract through its own Service Organization. It is understood and agreed by UC that Supplier retains exclusive ownership and control of any proprietary software diagnostics utilized in servicing the Products. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.
- 2.13 Product Warranty Supplier warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Supplier will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use. Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by the agreement, Supplier will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions: (1) The equipment is continuously and exclusively serviced by Supplier or its subcontractor from and including the date of original installation; (2) Customer fulfills all terms of the agreement; (3) Before requesting a replacement unit, Customer gives Supplier the opportunity to cure any service problems which Customer may have with the equipment. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Supplier will supply a loaner unit until the machine is restored to good working order. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.
- 2.14 Non-Performance Penalty: Supplier agrees to credit UC for not complying with the service standards specified in Section 2.8, as follows:
- 2.14.1 Maintenance credit - Up to one hundred (100) percent credit to individual UC Locations of monthly maintenance charge for individual MFD availability of less than ninety-six (96) percent calculated for each MFD as specified below:

Uptime %	Credit (off maintenance monthly charge)
Uptime %	Credit (off maintenance monthly charge)
100% - 96.0%	0
95.9% - 95.0%	1%
94.9% - 94.0%	2%
93.9% - 93.0%	4%
92.9% - 92.0%	6%
91.9% - 91.0%	8%

Attachment A - Statement of Work (SOW)

90.9% - 90.0%	10%
89.9% - 89.0%	12%
88.9% - 88.0%	14%
87.9% - 87.0%	16%
86.9% - 86.0%	18%
85.9% - 85.0%	20%
84.9% - 84.0%	22%
83.9% - 82.0%	24%
82.9% - 82.0%	26%
81.9% - 81.0%	28%
81.9% - 80.0%	30%
Less than 80.0%	100%

For purposes of computing the effective performance level, accumulated hours of failure downtime for any month will be adjusted to the nearest whole of half-hour.

Credits to be calculated based on prorated share of maintenance charge to be calculated and prorated on a per equipment/unit basis.

Uptime is defined as the number of hours that each MFD is available and in good working order during Principle Period of Maintenance coverage as follows:

$$\text{Uptime Percentage} = \frac{\text{PPM} - \text{FT}}{\text{PPM}} \times 100$$

PPM - Principle Period of Maintenance (8:00am - 5:00pm, Monday through Friday, except holidays)

FT - Failure Time

For purpose of calculation, Failure Time is defined as any time during the Principle Period of Maintenance when a MFD is incapable of using any its features and functions, due to a failure of the machine mechanically or electronically. This Failure Time will be tracked and reported by Supplier.

- 2.14.2 Delivery credit - Up to fifteen (15) percent of the UC net purchase price and/or monthly lease charge to be calculated on a per equipment unit basis for each device as specified below. The credit for late delivery will not apply in the event Supplier provides, within required delivery time as stated in 2.8 above, a loner acceptable by UC ordering department.

Delivery Schedule (Business Days)	Credit (Off UC purchase/lease price)
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Attachment A - Statement of Work (SOW)

10 days	0%
11 days	1.0%
12 days	2.0%
13 days	3.0%
14 days	4.0%
15 days	5.0%
16 days	6.0%
17 days	7.0%
18 days	8.0%
19 days	9.0%
20 days	10.0%
More than 20 days	15.0%

- 2.14.3 The minimum quality of service standards set forth above recognize that occasional errors are likely, however, the Supplier further agrees to use best efforts to achieve 100% of service level. Should the service levels fall below the minimum standards and the Supplier does not take corrective action within thirty (30) days following University written notification, the University reserves the right to terminate the Agreement immediately.

2.15 Delivery and Installation:

- 2.15.1 Supplier shall provide delivery and installation of devices, including fulfillment process from UC Purchase Order submission to delivery, all at no separate or additional charge to University. UC has the option to accept or reject all Products delivered after promised delivery time, and in addition, may hold Supplier liable to an direct damages caused by late delivery as determined and documented by UC; provided, however, in no event shall the amount of such direct damages exceed UC documented replacement substitution cost for Products ordered. Supplier will report any delivery delay whatsoever to the ordering location, as well as its cause, within two (2) days after Supplier is able to reasonably determine there will be such a delay; such report will be provided to UC by telephone, email, or facsimile. Supplier shall keep UC fully informed if late delivery is due to causes beyond the reasonable control and without the fault or negligence of Supplier, including but not limited to: acts of God, war, civil commotion, governmental action, fire, floods, unusually severe weather, explosions, earthquakes, strikes or walkouts against UC, quarantine restrictions, or other causes beyond reasonable control of Supplier.
- 2.15.2 Suppliers' dedicated account representative must coordinate all the delivery, installation and training processes with designated representative(s) at each UC Location.
- 2.15.3 Supplier will provide a written acknowledgment of equipment delivery and installation.

Attachment A - Statement of Work (SOW)

- 2.16 Training: Supplier must provide training to UC authorized personnel sufficient to enable the proficient and productive use of Supplier's devices, systems and processes including, but not limited to:

- Initial Training (following installation)
- Follow-up training
- On-going training (existing and new users)

- 2.16.1 Training to be provided by Supplier at UC Locations at mutually agreed upon dates and times, at no charge to UC.

- 2.17 Sustainability: Suppliers shall comply with the University of California Sustainable Practices Policy which is the University's standard for all sustainable practices including, but not limited to:

- 2.17.1 For each device covered under the Agreement that are included in sections 8.1 and 8.2 below, Supplier must provide that device's EPEAT rating (Gold, Silver, Bronze) along with the EPEAT recorded options score. Each device must have achieved a minimum EPEAT rating of Bronze.

- 2.17.2 Provide a take back process for toner cartridges and other consumables at no additional cost to University.

- 2.17.3 Post-Consumer Waste (PCW) Paper:

- All devices shall be able to use recycled content paper up to and including 100% Post-Consumer Waste (PCW) paper with high reliability, as long as the paper in use meets standard paper categories (e.g. copy, laser, or multi-purpose paper).
- Full duplexing using up to and including 100% PCW paper shall be guaranteed by the manufacturer to reliably accomplish 100% duplexing. Recycled paper PCW content cannot be faulted by the Supplier's service personnel for equipment malfunctions.
- Should a condition arise in which paper is suspect in underperformance in a significant number of devices using the same paper or same paper batch numbers, further testing may be coordinated by a UC designated official with Supplier to test and determine the appropriate resolution.

- 2.17.4 Environmentally Responsible Packaging: Supplier agrees to use good faith efforts to utilize minimal packaging, environmentally responsible packaging, recycling practices, and packaging take back for reuse, to minimize the adverse effects of packaging on the environment.

- 2.17.5 Provide a process by which devices acquired under this Agreement can be taken back by the Supplier at the end of their useful life for remanufacturing, refurbishing, or recycling of parts. For MFDs, Supplier must take back devices at the end of their useful life at no cost, at University discretion.

Attachment A - Statement of Work (SOW)

- 2.17.6 Sustainable Transportation: Supplier agrees to work towards creating a delivery and transportation model which minimizes Green House Gas (GHG) emissions and has the least impact on the environment. The purchase of the cleanest and most efficient vehicles and tires will be a Supplier goal. The use of alternative fuels will be utilized where and when appropriate.
- 2.17.7 Sustainable Operations: Supplier agrees to implement a continuous improvement program related to sustainable operations of its facilities.
- 2.17.8 Reporting: Supplier will report to UC during the quarterly business reviews regarding the improvements that have been made in the previous quarter and planned improvements for the upcoming quarters. Supplier will provide UC quarterly summary reports as specified in the RFP detailing purchases, incentives and the purchase of sustainable products by UC systemwide and by location.
- 2.17.9 Supplier is required to register and participate in an assessment of their sustainability practices and procedures through the Ecovadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: <https://www.ecovadis.com/us/supplier-solutions-2/>.
- 2.18 Accessibility:
 - 2.18.1 Products will be accessible to people with disabilities and comply with California Building Code 2016 for "forward reach" (11B-308.2) and for "side reach" (11B-308.3).
 - 2.18.2 OCR will be available on all scanners at no additional cost to UC.
 - 2.18.3 On devices with scanning functionality, the installer or repair person will ensure that a one-page instructional flyer is posted at the device that (a) explains why OCR is critical to make PDFs accessible to people with disabilities, (b) instructs the user how to easily turn the OCR capability on/off, (c) provides information about the impact of the OCR process on file size or other document properties, emailing, uploading, and other functionality, and (d) advises that all floor-standing devices should have sufficient clearance for wheelchair access.
 - 2.18.4 Accessibility features for each product will be identified in the supplier's online Ecatalog.
- 2.19 Technical Support: Supplier must provide the following technical support to UC Locations:

Attachment A - Statement of Work (SOW)

- 2.19.1 Initial installation and configuration of MFD hardware and software for network connectivity and full functionality of the MFD to UC Locations and their IT resources, as needed and/or requested.
- 2.19.2 Onsite equipment electrical and mechanical troubleshooting and repairs.
- 2.19.3 Dedicated technical support staff with a working knowledge of all aspects of network functionality across all platforms including, but not limited to:
- 2.19.4 Hardware installation (network cards, cabling, etc.)
- 2.19.5 LDAP
- 2.19.6 Network administration (equipment, software installation/configuration, printer driver installation/configuration/characteristics and security settings as needed and requested.)
- 2.19.7 Advice and assistance with user-settable options in display menus and submenus
- 2.19.8 Support for MFDs or Laser Printer issues with respect to 3rd party vendor software and hardware.
- 2.19.9 Full maintenance services for Laser Printers, including repair parts, software and firmware updates and labor.
- 2.19.10 Supplier's employees that will be physically present at UC Locations (i.e. delivering copiers, providing service) must conform to the following:
 - Wear proper uniform
 - Carry badges with picture ID
 - Successfully passed the following pre-employment background security checks:
 - Social security trace
 - National criminal search (including national sex offender registry)
 - County criminal search
 - Prior employer screening
 - Highest level of education (exempt only)
 - Motor vehicle record (driving roles only)
 - Bonded, or appropriately equivalent Crime Insurance coverage
- 2.19.11 The Supplier UC Account Management Team will consist of the dedicated Supplier Account Manager, Service Technicians, a dedicated Customer Relation Advocate as well as any other support personnel and resources deemed necessary at each location to ensure best in class contract monitoring, maintenance and provide UC locations with clear and concise communication.

3. Pricing:

- 3.1 Pricing on Exhibits 1 and 2 are expressed as a discount from Manufacturer Suggested Retail Price) MSRP. MSRP must be available on a manufacturer's published price list and be publicly available throughout the agreement term.
- 3.2 The prices of Supplier's products included in this Agreement shall not increase for the duration of this Agreement for existing Models.

Attachment A - Statement of Work (SOW)

- 3.3 Supplier will utilize the following Value-Added Resellers to perform maintenance, service and support for all UC locations at the pricing stated in the Pricing Exhibit 1.
- 3.4 During the term of the Agreement, Supplier may add or delete contract devices introduced or removed from the market by the Supplier, provided the added device falls within the scope of the respective category. Supplier must update its dedicated contract websites and published catalogs and lists to reflect this change. New devices must be adequately described and the associated price list must be updated to reflect the new devices prices. Pricing must utilize the same pricing structure as was used for other devices falling into the same product category. The pricing structure will be dictated by the purchase price determined from the discount from Manufacturer Suggested Retail Price (MSRP) and other specified discounts listed in this RFP. Lease pricing will be dictated by the quoted leasing rates applied to the purchase price. Such additions and deletions must be approved by the UC contract administrator or their designee.

When legally or contractually allowed by the existing contract vehicle, Supplier agrees to extend the pricing terms for maintenance services and supplies included in this Agreement to Supplier's current population of Products placed at UC prior to the execution of this Agreement for models that are identical to the models in the bid. In the event that the current pricing for maintenance services and supplies is less compared to the pricing listed in Exhibit 1, the current pricing shall not change.

- 3.5 Supplier will provide an additional 1% discount on the published UC equipment portion of the price list for Outright Sale/FMV and FPO Lease (equipment price only, excluding maintenance) for orders that include multiple units (more than one) of any combination of MFD/Printer Models over \$250,000. Any/all discounts will be taken at the time of order.
- 3.6 Earned incentives: Supplier will work with UC to establish a meaningful recognition program for educational support based on the utilization of the Agreement. Both the UC and the Supplier will obtain the required approvals of their respected organizations prior to commencing the program. The program once approved will become Attachment D of this Scope of Work and may be modified from time to time with mutual agreement.

- o UC MFD/Printer Fleet Management Programs: Some UC Locations (as identified in the RFP Campus Profiles) utilize established UC MFD/Printer Fleet Management Programs, or similar groups managing a large population of MFDs and/or Laser Printers for the UC Location. The value added services provided by these Fleet Management Programs may vary, but generally include:

Attachment A - Statement of Work (SOW)

- Institutional knowledge and understanding of UC Location hierarchy, policies & procedures, and local campus geography;
- Onsite central point of contact at UC Location for first-tier service response and coordination, and centralized supplies and parts;
- Consultation and equipment needs assessment for multiple departments within the UC Location;
- Consolidation of multiple equipment orders onto single purchase orders (lease or purchase);
- Coordination for volume deliveries of equipment;
- Consolidated billing and meter reading reconciliation through a single contact at the UC Location;
- Coordination of internal campus services for: delivery access, electrical upgrades, network access, copy/print control systems, help desk troubleshooting, and service call avoidance;
- Summary invoicing, and single-contact invoice reconciliation;
- Managed mediation of customer equipment expectations and performance issues in lieu of the Supplier

In recognition of these value-added services currently in place at the UC Locations identified, and their resulting reduction in Suppliers' efforts, resources, and expenses, Suppliers will provide MFD/Printer Fleet Management Programs an additional seven and one-half percent (7.5%) discount off all pricing on Exhibit 1.

If, after the implementation of this contract, a UC Location not operating such a program as of the effective date of this Agreement determines that it is in their best interest to deploy such a program, Supplier will be notified by that UC Location's procurement office, after appropriate review and authorization. On authorization, such programs will be entitled to all benefits available to those programs currently established as detailed herein.

MFD/Printer Fleet Management Programs reserve the right to negotiate further discounts on any of Suppliers' products and/or services provided for under this RFP and its resulting contract.

At UC Locations with MFD/Printer Fleet Management Programs, Supplier will partner with these programs and direct all potential campus customers at the UC Location to the program before selling or leasing an MFD/Printer to the campus customer. Additionally, Supplier will provide marketing expertise to further the program development at the UC Location.

4. **Reporting:** Supplier must provide electronic reports (in Microsoft Excel) or any other requested format to designated UC contacts providing a wide range of information, at both the system-wide and individual UC Location level, related to the Agreement including, but not limited to:

Attachment A - Statement of Work (SOW)

- 4.1 Quarterly Report Population of MFDs and Laser Printers reports including but not limited to the following data:
- UC Location
 - UC department
 - UC purchase order number
 - Name, phone and email for department placing the purchase order
 - Equipment serial number
 - Name and Model of product(s) and/or service(s) Purchased
 - Quantity purchased
 - Price paid, per unit and total
 - Method of acquisition (lease, purchase, etc.)
 - Sustainable product purchases
- 4.2 Monthly Reports:
- Response time
 - Repair time
 - Uptime
 - Total service calls
 - Delivery time
 - Installation time
 - Open leases, remaining terms, etc.
- 4.3 Equipment inventory report that will provide a detail listing of all products and their locations at the particular UC Location.
- 4.4 Annual reports comparing UC contract pricing with Supplier's other pricing available in the higher education market for similar size and scope program.
- 4.5 Other reports as reasonably requested by UC.
- 4.6 Supplier must make a commercially reasonable effort to provide reports within five (5) business days of UC's request.

5. Maintenance Service

- 5.1 Supplier agrees to provide to UC, during Supplier's normal business hours, the maintenance service necessary to keep equipment in, or restore the equipment to, good working order in accordance with Supplier's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual equipment, as determined by Supplier, and unscheduled, on-call remedial maintenance.

Attachment A - Statement of Work (SOW)

- 5.2 Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product.
- 5.3 Supplier must coordinate all service calls through a centralized dispatch desk. All calls must be logged into a service system with a minimum of the following information:
 - 5.3.1 All relevant customer information, location, phone number(s), contact name, caller name
 - 5.3.2 A unique repair ticket number
 - 5.3.3 Time of call placement from the customer
 - 5.3.4 The customer's reported equipment malfunction or issue
 - 5.3.5 The equipment id number, model and serial number
 - 5.3.6 The equipment status operational status: operational, substandard, or inoperative
 - 5.3.7 Dispatched agent name or id number, dispatched time, location, caller, make, model, serial # and problem
- 5.4 Suppliers must further log the following information upon call completion:
 - 5.4.1 Service technician's report of actual problem and troubleshooting & repair actions conducted.
 - 5.4.2 Arrival time, End time, Total Repair time, service copies made, final call status i.e.: completed, - closed, open, pending, escalated.
 - 5.4.3 Meter readings upon service completion (i.e. print, scan, color, b/w).
- 5.5 Locations with MFD/Printer Fleet Management programs may require that the call completion information be supplied from the Supplier's repair technician to a designated MFD/Printer Fleet Management program administrator at the conclusion of the service call.
- 5.6 Repair Parts and Supplies:
 - 5.6.1 Supplier must carry in stock all common parts for no greater than next-day access by Supplier's service personnel.
 - 5.6.2 Supplier must produce or make parts and supplies available for no less than five (5) years after a model has been discontinued.
 - 5.6.3 Supplier must provide all UC Locations with the same discount for parts and supplies for the devices covered under this Agreement.

Attachment A - Statement of Work (SOW)

5.7 **MFD Service and Parts:** Supplier must offer full maintenance services for MFDs, including repair parts, software and firmware updates and labor based on the following options:

- **Option 1: Cost Per Impression Charge – Zero Volume Base**
Supplier will provide full service maintenance with supplies, excluding paper. Supplier will invoice respective UC Location on a monthly basis using a cost per impression charge applied to the actual monthly impression volume in the covered period without any minimum and/or maximum volume restrictions. Volumes will not be estimated. These rates apply to purchased and leased MFDs.
- **Option 2: Monthly Minimum Charge**
Supplier will provide full service maintenance with supplies, excluding paper. Supplier will charge UC a fixed monthly minimum charge, which will include a monthly impression volume allowance, with a separate cost per impression charge applied to the overage. These rates apply to purchased and leased MFDs.
- **Option 3: T&M - Fixed Charge per Occurrence**
Supplier will provide service repairs and maintenance using a Time and Material option. Supplier charges UC a fixed amount per occurrence and/or a fixed hourly fee, after expiration of standard or extended equipment warranties.

5.8 **Lemon Clause:** After the 90-day warranty period and until 36 months from the date of installation, or coterminous in the case of a longer lease, except due to operator error, for any device that fails to operate in accordance with the manufacturer's published performance specifications three times in any four week period and/or is subject to recurring related problems, Supplier shall replace that device with a new MFD or Laser Printer that meets the requirements of the same lot as the original equipment model, at no cost to the user. This will take precedence over any other warranty or service maintenance clauses associated with this contract. For purchased devices, customers must maintain an uninterrupted maintenance agreement, cost per copy, or lease agreement including parts and supplies with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period. The UC Location Purchasing and/or MFD/Printer Fleet Management Program will review user requests for the application of this clause and will make a determination regarding its use.

If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, awarded vendors must provide UC with the device's "Useful Life".

6. Data Security

6.1 For all MFDs/Laser Printers, Suppliers must:

Attachment A - Statement of Work (SOW)

- 6.1.1 Disclose all default accounts, access methods, and passwords on the device at delivery.
 - 6.1.2 Certify that log-in credentials are not communicated in clear text by default, though clear text may be an option if cipher text is available as an option.
 - 6.1.3 Deliver MFDs and/or Laser Printers with the latest, fully-patched software, firmware, or other OEM software as provided for device functionality as detailed on the "Specifications" tab of Attachments B and C.
 - 6.1.4 Notify all UC Locations of all known and reported vulnerabilities, and of planned updates or mitigations to software provided for device functionality as detailed on the "Specifications" tab of Attachments B and C.
 - 6.1.5 Disclose and describe shared accounts or service accounts that Supplier technicians may or will use, and the security procedures planned by Supplier.
- 6.2 All devices must:
- 6.2.1 Provide secure login for administrator access (including username and password). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
 - 6.2.2 Provide IP and MAC address filtering to limit users' access to the device via the web interface; and
 - 6.2.3 Provide on/off (switchable) provisions for other types of access, including but not limited to telnet, rsh, SNMP, FTP, IPSec, SSL/TLS, etc. Suppliers must list all on/off provisions for all types of access in their response.
- 6.3 All MFDs/Laser Printers that are equipped with hard drives must:
- 6.3.1 Possess an "always on" security feature that overwrites the sector(s) of the hard drive used for processing copy, print, or scan data using at least 3 passes, preventing the data from remaining on the hard drive of the MFD or Laser Printer after the copy, print, or scan job is finished.
 - 6.3.2 Provide at least 128-bit AES encryption (or equivalent) as part of the storage process for any information held on the hard drive for long-term storage.
 - 6.3.3 Provide secure login for administrator access (including username and password), allowing administrators to set access levels for users who perform tasks on the device (e.g., managing address books (fax or scan addresses), or printing print, fax, or copy/scan logs). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
 - 6.3.4 Isolate any incoming FAX line from all hardware that has network access. MFDs must have no physical or data connection between the Page Memory (or Temporary Data Storage) and the FAX controller.
- 6.4 Hard Drive Data. University acknowledges that the hard drive(s) on the equipment, may retain images, content or other data that University may store for purposes of normal

Attachment A - Statement of Work (SOW)

operation of the equipment ("HD Data"). University acknowledges that Supplier is not storing HD Data on University's behalf and that exposure or access to the HD Data by Supplier, if any, is purely incidental to the services performed by Supplier. The equipment contains various security features that University can utilize to easily erase or dispose of stored data.

- 6.5 Provide on/off (switchable) control of read/write access to the device from portable media (e.g., SD cards, USB drives, etc.); UC System Administrator will be required to initialize the Hard Drive via the device's local control panel utilizing the "Initialize All Data/Settings" function and additionally, Supplier will be required to initialize the Hard Drive utilizing the "Initialize All Data/Settings" function and provide certification of completion including device serial number, device name, erase mode, date and time of erasing, and firmware version to the appropriate UC System Administrator, at the end of a lease, cost-per-copy agreement, or at trade-in (or at any time, for any reason, an MFD and/or Laser Printer is removed from UC) at no additional cost to UC. From time to time, when devices are leased, Supplier may be required to remove and surrender a Hard Drive to a UC System Administrator, for a flat fee as priced in Pricing Exhibits 1.
1. If Solid State Devices (SSD) are used solely on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to a cryptographic erasure
 2. If there will be a mix of SSD and Hard Disk Drives (HDD) used on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to cryptographic erasure on Canon supplied SSD and purging (secure erase firmware command or cryptographic erasure) for Canon supplied HDD.
 3. See below bullets for further clarity and definitions

- Definitions Per [UC IS-3 UC Institutional Information Disposal Standard](#):

Cryptographic Erasure is defined as a disposal process that safely destroys all copies of the decryption key. If all data is adequately encrypted, then once the decryption key is removed, the Institutional Information is not recoverable. Note, for Cryptographic Erasure, the UC IT Workforce Member must verify that all data is adequately encrypted on the Canon device. The location of all decryption keys must be known and documented. An action that safely destroys all copies of the key must be available. The cryptographic algorithm employed must meet minimum standards, as defined by NIST FIPS 140-2.

Purging is defined as a disposal process that makes the media reusable but makes accessing the Institutional Information infeasible. This applies to physical or logical techniques that render Institutional Information recovery unachievable. Purge protects against laboratory attacks. Executing the secure erase firmware command on a disk drive, Cryptographic Erase and Degaussing are acceptable methods of purging.

- 6.6 Supplier will work with each University, Health Center and Laboratory System Administrator to create the appropriate standards for device security including; interface, network, port

Attachment A - Statement of Work (SOW)

usage, authentication, key/certification, log, job and storage parameters. Prior to deliver the HDD Data Erase function will be enabled in all Canon imageRUNNER devices to overwrite at least once with NULL Data in the temporary image data storage areas. UC System Administrator can configure the device to automatically overwrite to other settings.

7. Technology Requirements: Suppliers' devices must have the technological capability to fulfill specific requirements of the University including, but not limited to the following required device technologies:

- 7.1 100baseT or greater Ethernet connectivity
- 7.2 Connectivity to Supplier's MFDs and/or Laser Printers by devices using the following operating systems, including universal and device-specific PPDs. Include the expected timeframe for release of PPDs after operating system upgrades:
 - 7.2.1 Windows (requirement is from Windows 10.0 and higher; Suppliers to specify versions)
 - 7.2.2 Macintosh (Suppliers to specify versions; requirement is from OSX 10.13 and higher)
 - 7.2.3 IOS (Suppliers to specify versions; requirement is from iOS 11.0 and higher)
 - 7.2.4 Android (Suppliers to specify versions; requirement is from Android OS 8.0 and higher)
- 7.3 Connectivity to Supplier's MFDs and/or Laser Printers by following communications protocols:
 - 7.3.1 POP, IMAP
 - 7.3.2 IPv4/IPv6/IPsec
 - 7.3.3 LDAPv3 or higher
 - 7.3.4 Kerberos – must include Kerberos for Windows and Macintosh Operating Systems listed in 2a-2b above
 - 7.3.5 LPR/LPD/IPP
 - 7.3.6 AirPrint
 - 7.3.7 SMTP
 - 7.3.8 SNMP v1 – v3 including authentication protocols
 - 7.3.9 TCP port 9100 direct printing (bidirectional)
 - 7.3.10 SSL/TLS
- 7.4 Printing to Supplier's MFDs and/or Laser Printers using the following printing protocols/output types:
 - 7.4.1 PostScript Level 3
 - 7.4.2 PCL 6e
 - 7.4.3 PDF
- 7.5 Effective and successful installation and set-up of Supplier's MFDs and/or Laser Printers on University network.

Attachment A - Statement of Work (SOW)

- 7.6 Effective and successful installation and set-up of connectivity software (including, but not limited to, PPDs) to Supplier's MFDs/Laser Printers on customer computers as requested by the UC Location.
- 7.7 All Proposers' devices must be able to interface with existing third-party access control and management systems at UC locations (Equitrac, ITC, Pharos, PaperCut, PCounter, or comparable), with the following requirements to achieve reliable and accurate transactions and transactional reporting:
 - 7.7.1 Embedded software and/or external hardware to enable use of the third-party system; device-specific interface cables for external hardware must be provided and installed by Supplier at no cost to UC;
 - 7.7.2 Network connectivity across a hard-wired and/or a wireless network;
 - 7.7.3 Ability to use USB proximity and/or magnetic stripe card readers for user authentication and access to the third-party system.

8. Product Acquisition

- 8.1 Required MFD's: During the term of the Agreement, Supplier must provide at least one model MFD that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of MFD fulfilling the category requirements below.
 - Category 1 - B/W Desktop 20+ pages per minute
 - Category 2 - B/W 20-30 pages per minute
 - Category 3 - B/W 31-40 pages per minute
 - Category 4A - B/W 41-50 pages per minute
 - Category 4B - B/W 51-60 pages per minute
 - Category 5 - B/W 61-90 pages per minute
 - Category 1 - Color Desktop 20+ pages per minute
 - Category 2 - Color 20-30 pages per minute
 - Category 3 - Color 31-40 pages per minute
 - Category 4A - Color 41-50 pages per minute
 - Category 4B - Color 51-60 pages per minute
 - Category 5 - Color 61-90 pages per minute
- 8.2 Required Laser Printers: During the term of the Agreement, Supplier must provide at least one model Laser Printer that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of Laser Printer fulfilling the category requirements below. Each model MUST have the ability to perform duplex printing and have ethernet connectivity:

Attachment A - Statement of Work (SOW)

- Category 1 - Low Volume - B/W 25-40 pages per minute
 - Category 2 - Mid Volume - B/W 41-55 pages per minute
 - Category 3 - High Volume - B/W 56-70 pages per minute
 - Category 1 - Low Volume - Color 10-20 pages per minute
 - Category 2 - Mid Volume - Color 21-35 pages per minute
 - Category 3 - High Volume - Color 36-50 pages per minute
- 8.3 Purchase Option: Supplier agrees to sell to UC the required devices listed herein and associated products and services, if requested by UC, in accordance with the requirements set forth in this Agreement. Supplier shall warrant that the Products are new and owned by Supplier. Supplier warrants that it will repair or replace defective Products and/or parts, including labor at no cost to UC for ninety (90) days after the installation date. The title for the purchased MFDs and/or Laser Printers will be transferred to UC. In conjunction with purchased MFDs, Suppliers must offer a cost per copy (CPC) rate for service and supplies.
- 8.4 Lease Option: Suppliers agrees to offer to UC the required MFDs listed herein and associated products and services based on the following Full Market Value (FMV) and \$1 buyout terms:
- 36 Months
 - 48 Months
 - 60 Months
- 8.4.2 In conjunction with leased MFDs, Supplier must offer a CPC rate for service and supplies.
- 8.4.3 In conjunction with leased MFDs, on both FMV and \$1 buyout option, Supplier must offer a service and supply component.
- 8.5 Trial Units: Supplier must offer current models to UC Locations on a trial basis for thirty (30) days. UC Locations may opt to purchase or lease the trial model, request a different model for trial, or return the trial model(s) with no obligation to Supplier.
- 8.6 Product Certification: Supplier certifies and warrants that all products sold to UC under the Agreement:
- 8.6.1 Shall be new and genuine, except short term rentals or temporary replacements.
 - 8.6.2 Shall be provided to UC in the manufacturer's original packaging unless otherwise requested by UC.
 - 8.6.3 Shall be manufactured and sold or distributed to the Supplier for retail sale in the United States.

Attachment A - Statement of Work (SOW)

- 8.6.4 Shall be sold to the Supplier from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer.
- 8.6.5 Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.
- 8.7 Trade-ins: Supplier agrees to assist UC in obtaining the best trade-in values available for UC owned Products through Supplier's recommended Equipment Brokers. Supplier shall provide the required administrative support, including removal of UC owned products, to UC to effectively manage the trade-in transaction(s) at no cost to UC.
- 8.8 Leased Fleets: Lease Fleets of 50 devices or more at an individual campus. For those fleets, CSA Supplier will allow the Customer to upgrade or downgrade 5% of the cumulative installed population of machines over the term of the Customer Agreement, provided Customer has installed a minimum fleet of 100 units of Equipment [as provided to UC]. This provision excludes imageRUNNER machines with rated speeds of 110 pages per minute or greater, or imagePRESS products.

Attachment A - Statement of Work (SOW)

Exhibits to Statement of Work – Attachment A

Exhibit 1 UC Pricing

Exhibit 2 OMNIA Partners Participating Agency Pricing

Exhibit 3 Supplier UC Account Support Team

Exhibit 1 UC Pricing

MFD, Laser Printer, Accessories and all other Canon
Product Pricing

Double Click on the Attachment pin to open pricing
sheets

Canon UC MFD Pricing

Canon UC Laser Printer Pricing

Canon UC Consolidated pricing to include all other Canon
Products

Exhibit 2 OMNIA Partners Participating Agency Pricing

All Canon Pricing

Double click on the Attachment pin to open the pricing document

Canon National Pricing 

Exhibit 3 Supplier UC Account Support Team

UC Santa Cruz	Account/Administrative	Hardware/Service	Software/Technical
Name:	David Jensen		
Phone:	408-835-5558		
Email:	djensen@csa.canon.com		
Address:	3300 North First Street San Jose, CA 95134		
UC Berkeley, UC San Francisco, UC OP			
Name	Jeff Carvalho		
Phone:	415-815-7948		
Email:	jcarvalho@csa.canon.com		
Address	3300 North First Street San Jose, CA 95134		
UC Davis, UC Merced			
Name:	Scott Peterson		
Phone:	415-815-9177		
Email:	speterson@csa.canon.com		
Address	3300 North First Street San Jose, CA 95134		
UC Los Angeles			
Name:	Mark Mendez		
Phone:	213-369-9233		
Email:	markmendez@csa.canon.com		
Address	207 Goode Ave., Ste 400 Glendale, CA 91203		
UC Riverside			
Name:	Mark Leestma		
Phone:	714.606.8267		
Email:	mleestma@csa.canon.com		
Address	3900 Kilroy Airport Way Ste 3900 Long Beach, CA 90806		
UC Santa Barbara			
Name:	Nathan Long		
Phone:	805-212-9462		
Email:	nalong@csa.canon.com		
Address	207 Goode Ave., Ste 400 Glendale, CA 91203		

Exhibit 3 Supplier UC Account Support Team

UC San Diego			
Name:	Scott Markell		
Phone:	609-742-9963		
Email:	smarkell@csa.canon.com		
Address	10590 Vista Sorrento Pkwy		
	San Diego, CA 92121		
UC Irvine			
Name:	Chuck Arnold		
Phone:	949-562-3818		
Email:	charnold@csa.canon.com		
Address	3900 Kilroy Airport Way Ste 3900 Long Beach, CA 90806		

UC Davis Health	Account/Administrative	Hardware/Service	Software/Technical
Name:	Scott Peterson		
Phone:	415-815-9177		
Email:	speterson@csa.canon.com		
Address:	3300 North First Street San Jose, CA 95134		
UC Irvine Health			
Name	Chuck Arnold		
Phone:	949-562-3818		
Email:	charnold@csa.canon.com		
Address	3900 Kilroy Airport Way Ste 3900 Long Beach, CA 90806		
UCLA Health			
Name:	Mark Mendez		
Phone:	213-369-9233		
Email:	markmen-dez@csa.canon.com		
Address	207 Goode Ave., Ste 400 Glendale, CA 91203		

Exhibit 3 Supplier UC Account Support Team

UC San Diego Health			
Name:	Scott Markell		
Phone:	609-742-9963		
Email:	smarkell@csa.canon.com		
Address	10590 Vista Sorrento Pkwy San Diego, CA 92121		
UC San Francisco Health			
Name:	Jeff Carvalho		
Phone:	415-815-7948		
Email:	jcarvalho@csa.canon.com		
Address	3300 North First Street San Jose, CA 95134		

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

PO Statements for University of California Purchasing Agreement # 2020002755

Effective Date: December 16th, 2020 – December 15th, 2025

Required Agreement PO Language

Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for the Customer's administrative convenience only, and any terms and conditions in this purchase order which conflict with or vary from or modify the terms contained in Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California, shall be deemed null and void.

Required Agreement Non-Po Language

Notwithstanding this Agreement, this transaction shall be governed by the terms and conditions of Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California and any terms and conditions which conflict with, vary from or modify the Agreement terms shall be deemed null and void.

1. General

- 1.1 Description of the Scope of Services: The purpose of this Statement of Work is for Supplier to sell and/or lease to University multifunction devices (MFDs) with copy, print, scan, and optional fax functionality, and/or Laser Printers, along with related products and support, in a cost effective and efficient manner, accompanied by high standards of quality and service, aligned with University's needs as further detailed herein.
- 1.2 Participating Locations: Supplier shall make Specific terms of the Agreement available to the OMNIA Partners Participating Agencies (Participating Agencies)

2. Program Requirements

- 2.1 Program Manager: Supplier shall assign a Program Manager who will have the overall account management responsibility, as well as a dedicated Account Manager per Participating Agencies.
- 2.2 Supplier's Program Manager is listed below, is subject to UC approval, and has overall responsibility for managing the Participating Agencies /Supplier relationship:

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

Program Manager

Name	Dave Wetzel
Phone	940-580-9233
Email	dwetzel@csa.canon.com
Address	12856 Interurban Ave S.
	Seattle, WA 98168

Executive Sponsor

Name	Paul Murphy
Phone	847-706-3411
Email	pmurphy@csa.canon.com
Address	One Canon Park Ste 300
	Melville, NY 11747

- 2.3 Program Administration: Supplier must provide the necessary staff, infrastructure, and other resources at a level sufficient to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement, and as further detailed in the RFP and Supplier's Response, including, but not limited to:
- 2.3.1 All support to be available no less than Monday – Friday, 8:30am-5:00pm (Local Time).
 - 2.3.2 Provide a toll-free 800 number for Customer Service calls.
 - 2.3.3 Coordinate contract/program implementation, including designating associated Project Manager.
 - 2.3.4 Account management for on-going contract monitoring, maintenance and communication.
 - 2.3.5 Account Representative(s) assigned to Participating Agencies.
 - 2.3.6 To insure customer service satisfaction, Supplier is required to call customer 3 business days after equipment installation and training. Customer shall be defined as a designated user for that location. For Participating Agencies with MFD/Printer Fleet Management Programs, Customer shall be defined as the designated contacts for those Programs.
 - 2.3.7 Supplier's account representative must make frequent on-site visits sufficient to effectively address and resolve issues related to the fulfillment of Suppliers obligations under the Agreement including, but not limited to: customer orders, problems, and invoice disputes; increase sales activity; advise regarding cost reduction and process improvement opportunities; assist in resolving problems; demonstrate products; provide training; and other customer services as required for the efficient operation of the program.
 - 2.3.8 Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns.

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 2.3.9 Regular business review meetings (frequency to be determined by each location, though no less than quarterly) between Supplier's account manager and other representatives as needed (specialists, local representatives, management) and Participating Agencies Purchasing representative and/or MFD/Printer Fleet Management Program at each location to review and discuss agreement purchase activity, Supplier key performance indicators (KPIs) and metrics, outstanding issues, new products and services roadmaps, and other related issues.
 - 2.3.10 Maintain a customer service satisfaction level of 98% or better as evidenced by the results of regular customer survey's conducted by supplier.
 - 2.3.11 A designated contact for billing/invoicing questions and issues.
 - 2.3.12 Guarantee transaction accuracy of 99% or higher.
 - 2.3.13 Ensure that all Supplier support staff are oriented and trained on Supplier's transaction systems and other infrastructure and processes at a level sufficient to meet Participating Agencies' needs and comply with Supplier's obligations under the Agreement.
- 2.4 Consistency: Supplier must provide and assure consistency across all Locations in the following areas:
- 2.4.1 Pricing on all Products
 - 2.4.2 Discounts on all Products
 - 2.4.3 Support offerings
 - 2.4.4 New Support offerings
 - 2.4.5 Customer Service
 - 2.4.6 Quality Control
 - 2.4.7 Ordering and Payment Processes and Systems
- 2.5 Partnering: Suppliers must establish and maintain a partner relationship with Participating Agencies Location Purchasing and/or MFD/Printer Fleet Management Program with respect to MFDs and Laser Printers at each location to achieve objectives such as:
- 2.5.1 Improving Supplier performance
 - 2.5.2 Improving product and service quality
 - 2.5.3 Improving equipment utilization levels to reduce costs
 - 2.5.4 Increasing sales through product show sponsorship and other marketing assistance
 - 2.5.5 Reduction of paperwork and increased efficiency through consolidated invoicing and other methods
 - 2.5.6 Competitive pricing strategies
- 2.6 In the event of a problem, Supplier makes the following escalation process available to Participating Agencies:

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 2.6.1 "Client Relationship Escalation Procedures": To effectively manage the Client relationship, Supplier shall maintain a document transformational business model and strategy that demonstrates various 'touch points' within both organizations that covers:
- Management: Allows the effective Operational Management of the contract with respect to the provision of the service and delivery of the documented Key Performance Indicators (KPIs) and Key Risk Indicators (KRIs) across all the business streams.
 - Innovation: Allows a continuous focus on innovation of existing contracted services plus a focus on new value-added propositions.
 - Review: Provides a regular Strategic review process at a senior corporate level that enables both parties to understand synergies between both organizations that will add value to the relationship through the contract period.
- 2.6.2 Issue Escalation Procedures: The effective management of risk and issues is an essential component of all successful programs. At the beginning of the implementation period Supplier will develop a risk and issue log that will be jointly managed with Participating Agencies on a regular basis. The risk and issue log will ensure accountability for risks and issues together with clear action to manage and, where possible, mitigate risk and resolve issues. Equally, Supplier will agree to risk and issue thresholds with Participating Agencies to ensure the appropriate level of visibility and escalation. The escalation of risks and issues will be managed through an agreed management hierarchy based on their type and criticality.
- 2.6.3 Technical Service Escalation/Problem Resolution The steps for problem escalation are as follows:
- If the problem is not identified: Customer Service Engineer (CSE) contacts the Supplier Hotline to notify the Work Group Leader, who must respond within one hour.
 - If the problem remains unidentified and or unresolved: CSE re-contacts the Work Group Leader and the Supplier Field Manager for Customer Service to get further assistance and direction. This activity must transpire within 1-3 hours.
 - If Problem is still not identified or resolved: CSE contacts Work Group Leader, Customer Service Technical Specialist, and Field Manager for Customer Service to obtain further suggestions/information. This should occur within 3-4 hours.
 - If Problem is still not identified or resolved: CSE makes arrangements to receive site assistance from Work Group Leader/Customer Service Technical Specialist, and notifies the customer's decision maker on equipment status. This should occur within four to six hours.
 - If Problem is still not identified or resolved: CSE, Work Group Leader and Customer Service Technical Specialist contact Field Manager Technical

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

Service to seek assistance outside the immediate support team. This should occur within six to eight hours.

- If Canon is unable to correct the issue at this point, Canon Customer Satisfaction Policy states: If Customer is not satisfied with the performance of a Canon or Océ brand product, upon Customer's written request, Supplier in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, Supplier shall have the opportunity to return the product to good working order in accordance with the terms of this Contract. This policy shall apply for 5 years from the date of installation or for the initial term of any Canon Financial Services, Inc. lease, if longer, provided Customer is not in default of its Customer Agreement and such maintenance services have not been canceled or terminated.

- 2.7 Disaster Recovery/Business Continuity Plan: Supplier must establish, test, and maintain a Disaster Recovery/Business Continuity Plan, and deploy other systems and processes as necessary, in order to ensure efficient and timely fulfillment of its obligations under this Agreement in the event of a disaster or other service interrupting event.
- 2.8 Service Standards: During the term of this Agreement and any extension(s) of the Term, Supplier will provide the following minimum service standards:
- 2.8.1 Uptime per device – 96% measured as a quarterly average
 - 2.8.2 Response time per device (MFDs) – 4 business hours within 1 business hour acknowledging call back from technician or dispatch – starting from time of call placement, measured as a quarterly average.
 - 2.8.3 Response time per device (MFDs) – Areas beyond 20 miles from a major metropolitan area – Maximum 8 hours or upon mutually agreed time frame with field office or location administrator.
 - 2.8.4 Response time per device (Laser Printers) – within 2 business days
 - 2.8.5 Repair time – Average of 4 hours measured as a quarterly average.
 - 2.8.6 Delivery-equipment (new equipment) – 10 business days from Supplier receipt of order. Delivery between 8:30 a.m. and 5:00 p.m. (Local Time) with one-hour pre-delivery call/email, unless otherwise arranged.
 - 2.8.7 Delivery-replacement parts (MFDs) – within 8 business hours from Supplier receipt of order. Parts must be new unless pre-tested refurbished parts are requested by Participating Agencies for a reduced cost.
 - 2.8.8 Delivery-replacement parts (Laser Printers) – within 2 business days from Supplier receipt of order. Parts must be new.
 - 2.8.9 Delivery – Supplies – within 2 business days from Supplier receipt of order
 - 2.8.10 Installation (MFDs) – upon delivery unless otherwise arranged
 - 2.8.11 Installation (Laser Printers) – if requested, within 2 business days of delivery unless otherwise arranged
 - 2.8.12 Setup – Within 4 business hours of delivery

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 2.8.13 Training, initial customer training and IT support: Unlimited user training on features and functionality at no charge. Initial IT support at no charge.
- 2.8.14 Return customer calls (at no cost) – within 1 hour
- 2.8.15 Resolve billing issues – within 10 business days
- 2.9 During the term of this Agreement and any extension(s) of such term, Supplier shall provide after-hours services based on the following service standards:
 - 2.9.1 Response time – Average 4 hours
 - 2.9.2 Repair time – Average 2 hours
- 2.10 Maintenance services requested and performed outside Supplier's normal business hours will be charged to Participating Agencies at the rates provided in Exhibit 2. Supplier shall not charge Participating Agencies more than thirty (30) minutes travel time for the services performed after normal business hours.
- 2.11 Supplier agrees to provide to Participating Agencies, during Supplier's normal business hours (Monday- Friday, 8:30am-5:00pm Local time), the maintenance necessary to keep the Product in, or restore the Product to, good working order. This maintenance service includes maintenance, based upon the specific needs of individual Product, as determined by Supplier, and unscheduled, on-call remedial maintenance.

Maintenance will include, but is not limited to, lubrication, adjustments, and the replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product. Maintenance shall not include repairs necessitated by factors other than normal use (e.g. willful or negligent acts, service provided by unapproved third parties, ambient conditions, use of parts or supplies not provided by Supplier, etc.).

Maintenance service requested and performed outside Supplier's normal business hours will be charged to Participating Agencies at Supplier's applicable time and material rates and terms as provided in this Agreement.

Maintenance costs must be fixed or lowered during the term of the contract. Maintenance costs cannot increase in price during the initial term of the Agreement. Maintenance costs itemized on each individual order schedule shall be fixed for the initial term stated on the schedule, not to exceed sixty (60) months and shall be subject to annual increase thereafter.

Toner and staples ("Consumables") are provided at no additional charge for exclusive use with the Equipment. If you use the Consumables in a different manner and your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by Supplier, Supplier may invoice you

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

for such excess usage provided, that Supplier shall not invoice you for such excess toner usage unless and until Supplier has first notified you of the excess toner usage, and until you and Supplier have consulted in good faith in an attempt to identify the reason(s) for the excess toner usage and you have had a reasonable opportunity, if practicable, to rectify the excess toner usage. Additional toner may be purchased from Supplier if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain Supplier's property and shall be returned promptly upon termination of this Agreement.

Relocation of Copiers: During the course of this Agreement, it may be necessary for various reasons to relocate installed copiers. After initial installation, upon customer request, any multi-function copier between 20 PPM and 105 PPM may be relocated one (1) time per Customer Agreement period at no additional charge. The number of relocations provided at no additional charge shall not exceed the aggregate number of units installed per member under this Customer Agreement. Any relocations in excess of this, shall be invoiced at CSA's then current rates.

- 2.12 Service Warranty: Supplier warrants that services will be performed in a good workmanlike manner in accordance with the applicable service description. Supplier will service during the warranty as well as during the Service Contract through its own Service Organization. It is understood and agreed by Participating Agencies that Supplier retains exclusive ownership and control of any proprietary software diagnostics utilized in servicing the Products. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.
- 2.13 Product Warranty: Supplier warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Supplier will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use. Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by the agreement, Supplier will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions: (1) The equipment is continuously and exclusively serviced by Supplier or it's subcontractor from and including the date of original installation; (2) Customer fulfills all terms of the agreement; (3) Before requesting a replacement unit, Customer gives Supplier the opportunity to cure any service problems which Customer may have with the equipment. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Supplier will supply a loaner unit until the machine is restored to good working order. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.
- 2.14 Non-Performance Penalty: Supplier agrees to credit Participating Agencies for not complying with the service standards specified in Section 2.8, as follows:

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 2.14.1 Maintenance credit - Up to one hundred (100) percent credit to individual Locations of monthly maintenance charge for individual MFD availability of less than ninety-six (96) percent calculated for each MFD as specified below:

Uptime %	Credit (off maintenance monthly charge)
Uptime %	Credit (off maintenance monthly charge)
100% - 96.0%	0
95.9% - 95.0%	1%
94.9% - 94.0%	2%
93.9% - 93.0%	4%
92.9% - 92.0%	6%
91.9% - 91.0%	8%
90.9% - 90.0%	10%
89.9% - 89.0%	12%
88.9% - 88.0%	14%
87.9% - 87.0%	16%
86.9% - 86.0%	18%
85.9% - 85.0%	20%
84.9% - 84.0%	22%
83.9% - 82.0%	24%
82.9% - 82.0%	26%
81.9% - 81.0%	28%
81.9% - 80.0%	30%
Less than 80.0%	100%

For purposes of computing the effective performance level, accumulated hours of failure downtime for any month will be adjusted to the nearest whole of half-hour.

Credits to be calculated based on prorated share of maintenance charge to be calculated and prorated on a per equipment/unit basis.

Uptime is defined as the number of hours that each MFD is available and in good working order during Principle Period of Maintenance coverage as follows:

Uptime Percentage = $\frac{\text{PPM} - \text{FT}}{\text{PPM}} \times 100$

PPM - Principle Period of Maintenance (8:00am - 5:00pm, Monday through Friday, except holidays)

FT - Failure Time

For purpose of calculation, Failure Time is defined as any time during the Principle Period of Maintenance when a MFD is incapable of using any its features and

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

functions, due to a failure of the machine mechanically or electronically. This Failure Time will be tracked and reported by Supplier.

- 2.14.2 Delivery credit - Up to fifteen (15) percent of the Participating Agencies net purchase price and/or monthly lease charge to be calculated on a per equipment unit basis for each device as specified below. The credit for late delivery will not apply in the event Supplier provides, within required delivery time as stated in 2.8 above, a loner acceptable by Participating Agencies ordering department.

Delivery Schedule (Business Days)	Credit (Off UC purchase/lease price)
10 days	0%
11 days	1.0%
12 days	2.0%
13 days	3.0%
14 days	4.0%
15 days	5.0%
16 days	6.0%
17 days	7.0%
18 days	8.0%
19 days	9.0%
20 days	10.0%
More than 20 days	15.0%

- 2.14.3 The minimum quality of service standards set forth above recognize that occasional errors are likely, however, the Supplier further agrees to use best efforts to achieve 100% of service level. Should the service levels fall below the minimum standards and the Supplier does not take corrective action within thirty (30) days following University written notification, the University reserves the right to terminate the Agreement immediately.

2.15 Delivery and Installation:

- 2.15.1 Supplier shall provide delivery and installation of devices, including fulfillment process from Participating Agencies Purchase Order submission to delivery, all at no separate or additional charge to Participating Agencies. Participating Agencies has the option to accept or reject all Products delivered after promised delivery time, and in addition, may hold Supplier liable to an direct damages caused by late delivery as determined and documented by Participating Agencies; provided, however, in no event shall the amount of such direct damages exceed Participating Agencies documented replacement substitution cost for Products ordered. Supplier will report any delivery delay whatsoever to the ordering location, as well as its cause, within two (2) days after Supplier is able to reasonably determine there will be such a delay; such report will be provided to Participating Agencies by telephone, email, or facsimile. Supplier shall keep Participating Agencies fully informed if late

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

delivery is due to causes beyond the reasonable control and without the fault or negligence of Supplier, including but not limited to: acts of God, war, civil commotion, governmental action, fire, floods, unusually severe weather, explosions, earthquakes, strikes or walkouts against location, quarantine restrictions, or other causes beyond reasonable control of Supplier.

- 2.15.2 Suppliers' dedicated account representative must coordinate all the delivery, installation and training processes with designated representative(s) at each Location.
- 2.15.3 Supplier will provide a written acknowledgment of equipment delivery and installation.
- 2.16 Training: Supplier through its online portal eLearning, must provide training to authorized personnel sufficient to enable the proficient and productive use of Supplier's devices, systems and processes including, but not limited to:
- Initial Training (following installation)
 - Follow-up training
 - On-going training (existing and new users)
- 2.16.1 Key Operator training to be provided by Supplier at Participating Agencies Locations at mutually agreed upon dates and times, at no charge to Participating Agencies. "Key Operator" concept trains specifically one or more individuals in depth.
- 2.17 Sustainability: Suppliers shall comply with the University of California Sustainable Practices Policy which is the University's standard for all sustainable practices including, but not limited to:
- 2.17.1 For each device covered under the Agreement that are included in sections 8.1 and 8.2 below, Supplier must provide that device's EPEAT rating (Gold, Silver, Bronze) along with the EPEAT recorded options score. Each device must have achieved a minimum EPEAT rating of Bronze.
- 2.17.2 Provide a take back process for toner cartridges and other consumables at no additional cost to University.
- 2.17.3 Post Consumer Waste (PCW) Paper:
- All devices shall be able to use recycled content paper up to and including 100% Post Consumer Waste (PCW) paper with high reliability, as long as the paper in use meets standard paper categories (e.g. copy, laser, or multi-purpose paper).
 - Full duplexing using up to and including 100% PCW paper shall be guaranteed by the manufacturer to reliably accomplish 100% duplexing. Recycled paper PCW content cannot be faulted by the Supplier's service personnel for equipment malfunctions.

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- Should a condition arise in which paper is suspect in underperformance in a significant number of devices using the same paper or same paper batch numbers, further testing may be coordinated by a designated official with Supplier to test and determine the appropriate resolution.
- 2.17.4 Environmentally Responsible Packaging: Supplier agrees to use good faith efforts to utilize minimal packaging, environmentally responsible packaging, recycling practices, and packaging take back for reuse, to minimize the adverse effects of packaging on the environment.
- 2.17.5 Provide a process by which devices acquired under this Agreement can be taken back by the Supplier at the end of their useful life for remanufacturing, refurbishing, or recycling of parts. For MFDs, Supplier must take back devices at the end of their useful life at no cost, at University discretion.
- 2.17.6 Sustainable Transportation: Supplier agrees to work towards creating a delivery and transportation model which minimizes Green House Gas (GHG) emissions and has the least impact on the environment. The purchase of the cleanest and most efficient vehicles and tires will be a Supplier goal. The use of alternative fuels will be utilized where and when appropriate.
- 2.17.7 Sustainable Operations: Supplier agrees to implement a continuous improvement program related to sustainable operations of its facilities.
- 2.17.8 Reporting: Supplier will report to Participating Agencies during the quarterly business reviews regarding the improvements that have been made in the previous quarter and planned improvements for the upcoming quarters. Supplier will provide quarterly summary reports as specified in the RFP detailing purchases, incentives and the purchase of sustainable products by Participating Agencies systemwide and by location.
- 2.17.9 Supplier is required to register and participate in an assessment of their sustainability practices and procedures through the Ecovadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: <https://www.ecovadis.com/us/supplier-solutions-2/>.
- 2.18 Accessibility:
- 2.18.1 Products will be accessible to people with disabilities and comply with California Building Code 2016 for "forward reach" (11B-308.2) and for "side reach" (11B-308.3).

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 2.18.2 OCR will be available on all scanners at no additional cost to Participating Agencies.
- 2.18.3 On devices with scanning functionality, the installer or repair person will ensure that a one-page instructional flyer is posted at the device that (a) explains why OCR is critical to make PDFs accessible to people with disabilities, (b) instructs the user how to easily turn the OCR capability on/off, (c) provides information about the impact of the OCR process on file size or other document properties, emailing, uploading, and other functionality, and (d) advises that all floor-standing devices should have sufficient clearance for wheelchair access.
- 2.18.4 Accessibility features for each product will be identified in the supplier's online program myCSA.
- 2.19 Technical Support: Supplier must provide the following technical support to Locations:
- 2.19.1 Initial installation and configuration of MFD hardware and software for network connectivity and full functionality of the MFD to Locations and their IT resources, as needed and/or requested.
- 2.19.2 Onsite equipment electrical and mechanical troubleshooting and repairs.
- 2.19.3 Dedicated technical support staff with a working knowledge of all aspects of network functionality across all platforms including, but not limited to:
- 2.19.4 Hardware installation (network cards, cabling, etc.)
- 2.19.5 LDAP
- 2.19.6 Network administration (equipment, software installation/configuration, printer driver installation/configuration/characteristics and security settings as needed and requested.)
- 2.19.7 Advice and assistance with user-settable options in display menus and submenus
- 2.19.8 Support for MFDs or Laser Printer issues with respect to 3rd party vendor software and hardware.
- 2.19.9 Full maintenance services for Laser Printers, including repair parts, software and firmware updates and labor.
- 2.19.10 Supplier's employees that will be physically present at Locations (i.e. delivering copiers, providing service) must conform to the following:
- Wear proper uniform
 - Carry badges with picture ID
 - Successfully passed the following pre-employment background security checks:
 - Social security trace
 - National criminal search (including national sex offender registry)
 - County criminal search
 - Prior employer screening
 - Highest level of education (exempt only)
 - Motor vehicle record (driving roles only)

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- Bonded, or appropriately equivalent Crime Insurance coverage

2.19.11 Based on size and scope of the Participating Agencies MFD Fleet, the Supplier Management Team will consist of the dedicated Supplier Account Manager, Service Technicians, a dedicated Customer Relation Advocate as well as any other support personnel and resources deemed necessary at each location to ensure best in class contract monitoring, maintenance and provide locations with clear and concise communication.

3. Pricing:

- 3.1 Pricing on Exhibit 2 is expressed as a discount from Manufacturer Suggested Retail Price MSRP. MSRP must be available on a manufacturer's published price list and be publicly available throughout the agreement term.
- 3.2 The prices of Supplier's products included in this Agreement shall not increase for the duration of this Agreement for existing Models.
- 3.3 Supplier may utilize Value Added Resellers to perform maintenance, service and support for all Participating Agencies locations at the pricing stated in the Pricing Exhibit 2
- 3.4 During the term of the Agreement, Supplier may add or delete contract devices introduced or removed from the market by the Supplier, provided the added device falls within the scope of the respective category. Supplier must update its dedicated contract websites and published catalogs and lists to reflect this change. New devices must be adequately describe and the associated price list must be updated to reflect the new devices prices. Pricing must utilize the same pricing structure as was used for other devices falling into the same product category. The pricing structure will be dictated by the purchase price determined from the discount from Manufacturer Suggested Retail Price (MSRP) and other specified discounts listed in this RFP. Lease pricing will be dictated by the quoted leasing rates applied to the purchase price. Such additions and deletions must be approved by the UC contract administrator or their designee. From time to time Supplier will provide replacement or substitution models prior to the updating of the pricing pages for the agreement or website. When ordering, the participating agency may refer in its purchase orders or other ordering documentation the new model/item code and the corresponding legacy model price.

- 4. **Reporting:** Supplier must provide electronic reports (in Microsoft Excel) or any other requested format to designated Participating Agencies contacts providing a wide range of information, at both the system-wide and individual Location level, related to the Agreement including, but not limited to:

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 4.1 Quarterly Report Population of MFDs and Laser Printers reports including but not limited to the following data:
- Location
 - Department
 - Purchase order number
 - Name, phone and email for department placing the purchase order
 - Equipment serial number
 - Name and Model of product(s) and/or service(s) Purchased
 - Quantity purchased
 - Price paid, per unit and total
 - Method of acquisition (lease, purchase, etc.)
 - Sustainable product purchases
- 4.2 Monthly Reports:
- Response time
 - Repair time
 - Uptime
 - Total service calls
 - Delivery time
 - Installation time
 - Open leases, remaining terms, etc.
- 4.3 Equipment inventory report that will provide a detail listing of all products and their locations at the particular Location..
- 4.4 Supplier must make a commercially reasonable effort to provide reports within five (5) business days of Participating Agencies' request.

5. Maintenance Service

- 5.1 Supplier agrees to provide to Participating Agencies, during Supplier's normal business hours, the maintenance service necessary to keep equipment in, or restore the equipment to, good working order in accordance with Supplier's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual equipment, as determined by Supplier, and unscheduled, on-call remedial maintenance.
- 5.2 Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

services provided under this Agreement does not assure uninterrupted operation of the Product.

- 5.3 Supplier must coordinate all service calls through a centralized dispatch desk. All calls must be logged into a service system with a minimum of the following information:
- 5.3.1 All relevant customer information, location, phone number(s), contact name, caller name
 - 5.3.2 A unique repair ticket number
 - 5.3.3 Time of call placement from the customer
 - 5.3.4 The customer's reported equipment malfunction or issue
 - 5.3.5 The equipment id number, model and serial number
 - 5.3.6 The equipment status operational status: operational, substandard, or inoperative
 - 5.3.7 Dispatched agent name or id number, dispatched time, location, caller, make, model, serial # and problem
- 5.4 Suppliers must further log the following information upon call completion:
- 5.4.1 Service technician's report of actual problem and troubleshooting & repair actions conducted.
 - 5.4.2 Arrival time, End time, Total Repair time, service copies made, final call status i.e.: completed.- closed, open, pending , escalated.
 - 5.4.3 Meter readings upon service completion (i.e. print, scan, color, b/w).
- 5.5 Locations with MFD/Printer Fleet Management programs may require that the call completion information be supplied from the Supplier's repair technician to a designated MFD/Printer Fleet Management program administrator at the conclusion of the service call.
- 5.6 Repair Parts and Supplies:
- 5.6.1 Supplier must carry in stock all common parts for no greater than next-day access by Supplier's service personnel.
 - 5.6.2 Supplier must produce or make parts and supplies available for no less than five (5) years after a model has been discontinued.
 - 5.6.3 Supplier must provide all Participating Agency's Locations with the same discount for parts and supplies for the devices covered under this Agreement.
- 5.7 MFD Service and Parts: Supplier must offer full maintenance services for MFDs, including repair parts, software and firmware updates and labor based on the following options:
- **Option 1:** Cost Per Impression Charge – Zero Volume Base

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

Supplier will provide full service maintenance with supplies, excluding paper. Supplier will invoice respective Location on a monthly basis using a cost per impression charge applied to the actual monthly impression volume in the covered period without any minimum and/or maximum volume restrictions. Volumes will not be estimated. These rates apply to purchased and leased MFDs.

- **Option 2: Monthly Minimum Charge**

Supplier will provide full service maintenance with supplies, excluding paper. Supplier will charge a fixed monthly minimum charge, which will include a monthly impression volume allowance, with a separate cost per impression charge applied to the overage. These rates apply to purchased and leased MFDs.

- **Option 3: T&M - Fixed Charge per Occurrence**

Supplier will provide service repairs and maintenance using a Time and Material option. Supplier charges a fixed amount per occurrence and/or a fixed hourly fee, after expiration of standard or extended equipment warranties.

- 5.8 **Lemon Clause:** After the 90-day warranty period and until 36 months from the date of installation, or coterminous in the case of a longer lease, except due to operator error, for any device that fails to operate in accordance with the manufacturer's published performance specifications three times in any four week period and/or is subject to recurring related problems, Supplier shall replace that device with a new MFD or Laser Printer that meets the requirements of the same lot as the original equipment model, at no cost to the user. This will take precedence over any other warranty or service maintenance clauses associated with this contract. For purchased devices, customers must maintain an uninterrupted maintenance agreement, cost per copy, or lease agreement including parts and supplies with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period. The Location Purchasing and/or MFD/Printer Fleet Management Program will review user requests for the application of this clause and will make a determination regarding its use.

If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, awarded vendors must provide Participating Agency with the device's "Useful Life".

6. Data Security

6.1 For all MFDs/Laser Printers, Suppliers must:

- 6.1.1 Disclose all default accounts, access methods, and passwords on the device at delivery.
- 6.1.2 Certify that log-in credentials are not communicated in clear text by default, though clear text may be an option if cipher text is available as an option.

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 6.1.3 Deliver MFDs and/or Laser Printers with the latest, fully-patched software, firmware, or other OEM software as provided for device functionality as detailed on the "Specifications" tab of Attachments B and C.
- 6.1.4 Notify all Locations of all known and reported vulnerabilities, and of planned updates or mitigations to software provided for device functionality as detailed on the "Specifications" tab of Attachments B and C.
- 6.1.5 Disclose and describe shared accounts or service accounts that Supplier technicians may or will use, and the security procedures planned by Supplier.
- 6.2 All devices must:
 - 6.2.1 Provide secure login for administrator access (including username and password). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
 - 6.2.2 Provide IP and MAC address filtering to limit users' access to the device via the web interface; and
 - 6.2.3 Provide on/off (switchable) provisions for other types of access, including but not limited to telnet, rsh, SNMP, FTP, IPSec, SSL/TLS, etc. Suppliers must list all on/off provisions for all types of access in their response.
- 6.3 All MFDs/Laser Printers that are equipped with hard drives must:
 - 6.3.1 Possess an "always on" security feature that overwrites the sector(s) of the hard drive used for processing copy, print, or scan data using at least 3 passes, preventing the data from remaining on the hard drive of the MFD or Laser Printer after the copy, print, or scan job is finished.
 - 6.3.2 Provide at least 128-bit AES encryption (or equivalent) as part of the storage process for any information held on the hard drive for long-term storage.
 - 6.3.3 Provide secure login for administrator access (including username and password), allowing administrators to set access levels for users who perform tasks on the device (e.g., managing address books (fax or scan addresses), or printing print, fax, or copy/scan logs). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
 - 6.3.4 Isolate any incoming FAX line from all hardware that has network access. MFDs must have no physical or data connection between the Page Memory (or Temporary Data Storage) and the FAX controller.
- 6.4 Hard Drive Data. Participating Agencies acknowledges that the hard drive(s) on the equipment, may retain images, content or other data that Participating Agencies may store for purposes of normal operation of the equipment ("HD Data"). Participating Agencies acknowledges that Supplier is not storing HD Data on Participating Agencies' behalf and that exposure or access to the HD Data by Supplier, if any, is purely incidental to the services performed by Supplier. Participating Agencies is solely responsible for

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

the HD Data. The equipment contains various security features that University can utilize to easily erase or dispose of stored data.

- 6.5 Provide on/off (switchable) control of read/write access to the device from portable media (e.g., SD cards, USB drives, etc.); Participating Agencies System Administrator will be required to initialize the Hard Drive via the device's local control panel utilizing the "Initialize All Data/Settings" function and additionally, Supplier will be required to initialize the Hard Drive utilizing the "Initialize All Data/Settings" function and provide certification of completion including device serial number, device name, erase mode, date and time of erasing, and firmware version to the appropriate Participating Agencies System Administrator, at the end of a lease, cost-per-copy agreement, or at trade-in (or at any time, for any reason, an MFD and/or Laser Printer is removed from Participating Agencies) at no additional cost to Participating Agencies. From time to time, when devices are leased, Supplier may be required to remove and surrender a Hard Drive to a Participating Agencies System Administrator, for a flat fee as priced in Pricing Exhibit 2.
1. If Solid State Devices (SSD) are used solely on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to a cryptographic erasure
 2. If there will be a mix of SSD and Hard Disk Drives (HDD) used on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to cryptographic erasure on Canon supplied SSD and purging (secure erase firmware command or cryptographic erasure) for Canon supplied HDD.
 3. See below bullets for further clarity and definitions

- Definitions Per [UC IS-3 UC Institutional Information Disposal Standard](#):

Cryptographic Erasure is defined as a disposal process that safely destroys all copies of the decryption key. If all data is adequately encrypted, then once the decryption key is removed, the Institutional Information is not recoverable. Note, for Cryptographic Erasure, the UC IT Workforce Member must verify that all data is adequately encrypted on the Canon device. The location of all decryption keys must be known and documented. An action that safely destroys all copies of the key must be available. The cryptographic algorithm employed must meet minimum standards, as defined by NIST FIPS 140-2.

Purging is defined as a disposal process that makes the media reusable but makes accessing the Institutional Information infeasible. This applies to physical or logical techniques that render Institutional Information recovery unachievable. Purge protects against laboratory attacks. Executing the secure erase firmware command on a disk drive, Cryptographic Erase and Degaussing are acceptable methods of purging.

- 6.6 Supplier will work with each Participating Agencies System Administrator to create the appropriate standards for device security including; interface, network, port usage,

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

authentication, key/certification, log, job and storage parameters. Prior to deliver the HDD Data Erase function will be enabled in all Canon imageRUNNER devices to overwrite at least once with NULL Data in the temporary image data storage areas. Participating Agencies System Administrator can configure the device to automatically overwrite to other settings.

7. Technology Requirements: Suppliers' devices must have the technological capability to fulfill specific requirements of the University including, but not limited to the following required device technologies:

- 7.1 100baseT or greater Ethernet connectivity
- 7.2 Connectivity to Supplier's MFDs and/or Laser Printers by devices using the following operating systems, including universal and device-specific PPDs. Include the expected timeframe for release of PPDs after operating system upgrades:
 - 7.2.1 Windows (requirement is from Windows 10.0 and higher; Suppliers to specify versions)
 - 7.2.2 Macintosh (Suppliers to specify versions; requirement is from OSX 10.13 and higher)
 - 7.2.3 IOS (Suppliers to specify versions; requirement is from iOS 11.0 and higher)
 - 7.2.4 Android (Suppliers to specify versions; requirement is from Android OS 8.0 and higher)
- 7.3 Connectivity to Supplier's MFDs and/or Laser Printers by following communications protocols:
 - 7.3.1 POP, IMAP
 - 7.3.2 IPv4/IPv6/IPsec
 - 7.3.3 LDAPv3 or higher
 - 7.3.4 Kerberos – must include Kerberos for Windows and Macintosh Operating Systems listed in 2a-2b above
 - 7.3.5 LPR/LPD/IPP
 - 7.3.6 AirPrint
 - 7.3.7 SMTP
 - 7.3.8 SNMP v1 – v3 including authentication protocols
 - 7.3.9 TCP port 9100 direct printing (bidirectional)
 - 7.3.10 SSL/TLS
- 7.4 Printing to Supplier's MFDs and/or Laser Printers using the following printing protocols/output types:
 - 7.4.1 PostScript Level 3
 - 7.4.2 PCL 6e
 - 7.4.3 PDF

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 7.5 Effective and successful installation and set-up of Supplier's MFDs and/or Laser Printers on University network.
- 7.6 Effective and successful installation and set-up of connectivity software (including, but not limited to, PPDs) to Supplier's MFDs/Laser Printers on customer computers as requested by the Location.
- 7.7 All Proposers' devices must be able to interface with existing third-party access control and management systems at locations (Equitrac, ITC, Pharos, PaperCut, PCounter, or comparable), with the following requirements to achieve reliable and accurate transactions and transactional reporting:
 - 7.7.1 Embedded software and/or external hardware to enable use of the third- party system; device-specific interface cables for external hardware must be provided and installed by Supplier at no cost to Participating Agency;
 - 7.7.2 Network connectivity across a hard-wired and/or a wireless network;
 - 7.7.3 Ability to use USB proximity and/or magnetic stripe card readers for user authentication and access to the third-party system.

8. Product Acquisition

- 8.1 Required MFD's: During the term of the Agreement, Supplier must provide at least one model MFD that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of MFD fulfilling the category requirements below.
 - Category 1 - B/W Desktop 20+ pages per minute
 - Category 2 - B/W 20-30 pages per minute
 - Category 3 - B/W 31-40 pages per minute
 - Category 4A - B/W 41-50 pages per minute
 - Category 4B - B/W 51-60 pages per minute
 - Category 5 - B/W 61-90 pages per minute
 - Category 1 - Color Desktop 20+ pages per minute
 - Category 2 - Color 20-30 pages per minute
 - Category 3 - Color 31-40 pages per minute
 - Category 4A - Color 41-50 pages per minute
 - Category 4B - Color 51-60 pages per minute
 - Category 5 - Color 61-90 pages per minute
- 8.2 Required Laser Printers: During the term of the Agreement, Supplier must provide at least one model Laser Printer that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

Laser Printer fulfilling the category requirements below. Each model MUST have the ability to perform duplex printing and have ethernet connectivity:

- Category 1 - Low Volume - B/W 25-40 pages per minute
- Category 2 - Mid Volume - B/W 41-55 pages per minute
- Category 3 - High Volume - B/W 56-70 pages per minute
- Category 1 - Low Volume - Color 10-20 pages per minute
- Category 2 - Mid Volume - Color 21-35 pages per minute
- Category 3 - High Volume - Color 36-50 pages per minute

8.3 Purchase Option: Supplier agrees to sell to Participating Agency the required devices listed herein and associated products and services, if requested by Participating Agency, in accordance with the requirements set forth in this Agreement. Supplier shall warrant that the Products are new and owned by Supplier. Supplier warrants that it will repair or replace defective Products and/or parts, including labor at no cost to Participating Agency for ninety (90) days after the installation date. The title for the purchased MFDs and/or Laser Printers will be transferred to Participating Agency. In conjunction with purchased MFDs, Suppliers must offer a cost per copy (CPC) rate for service and supplies.

8.4 Lease Option: Suppliers agrees to offer to Participating Agency the required MFDs listed herein and associated products and services based on the following Full Market Value (FMV) and \$1 buyout terms:

- 36 Months
- 48 Months
- 60 Months

8.4.2 In conjunction with leased MFDs, Supplier must offer a CPC rate for service and supplies.

8.4.3 In conjunction with leased MFDs, on both FMV and \$1 buyout option, Supplier must offer a service and supply component.

8.5 Trial Units: Supplier must offer current models to Participating Agencies Locations on a trial basis for thirty (30) days. Locations may opt to purchase or lease the trial model, request a different model for trial, or return the trial model(s) with no obligation to Supplier.

8.6 Product Certification: Supplier certifies and warrants that all products sold to Participating Agencies under the Agreement:

University of California Purchasing Agreement # 2020002755
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 8.6.1 Shall be new and genuine, except short term rentals or temporary replacements.
 - 8.6.2 Shall be provided to Participating Agencies in the manufacturer's original packaging unless otherwise requested by Participating Agencies.
 - 8.6.3 Shall be manufactured and sold or distributed to the Supplier for retail sale in the United States.
 - 8.6.4 Shall be sold to the Supplier from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer.
 - 8.6.5 Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.
- 8.7 Trade-ins: Supplier agrees to assist Participating Agencies in obtaining the best trade-in values available for Participating Agencies owned Products through Supplier's recommended Equipment Brokers. Supplier shall provide the required administrative support, including removal of Participating Agency owned products, to Participating Agency to effectively manage the trade-in transaction(s) at no cost to Participating Agency.
- 8.8 Leased Fleets of 50 devices or more at an individual campus. For those fleets, Supplier will allow the Customer to upgrade or downgrade 5% of the cumulative installed population of machines over the term of the Customer Agreement, provided Customer has installed a minimum fleet of 100 units of Equipment across all locations. This provision excludes imageRUNNER machines with rated speeds of 110 pages per minute or greater, or imagePRESS products.

Lease Schedule ("Schedule") - Itemized (SER-700)

Terms Applicable to All Non-University of California Entities

Page 1 of 1



Customer: Customer legal name

CFS App #: TBD

Salesperson:

Agreement #: TBD

Transaction #:

Order Date: 1/1/2021

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Billing Information Customer Account:
Company: Customer legal name appears here
DBA:
Address:
Address 2:
City:
State: Zip: County: Phone #: (###) ###-####
Contact: Customer contact Fax #:
Email: Customername@customeremail.com

Payment Information		Equipment Maintenance Information	
Listed Items Lease Term	# of Lease Payments	Maintenance included, except as indicated excluded	
Months		Maintenance Base Billing	
Payment Summary* ("Plus Applicable Taxes")		Maintenance Excess Per Image Billing	
Lease Payment \$	Invoiced by CFS	Maintenance Plan	Fixed Pricing
Total Maintenance		Other Transaction Details	
Base Charge \$	Invoiced by Sele	Lease Payment Frequency	
Due at Signing		End of Lease Purchase Option	
# of Payments in Advance	Total Due at Signing	Tax Exempt (Certificate Required)	
		P.O. reference for lease invoice: PO#	
		Maintenance P.O. reference for invoice: PO#	

Select applicable MAINTENANCE STATUS	Maint Base Charge This Section	Covered Images Included in Maint Base Charge	Excess Per Image Charge(s)
			\$

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
#	Device model & / or accessory description	#	\$	\$	Shipping To: Address: City: County: State: Zip: Primary Customer Contact: Phone #: Email: Meter Contact: Phone #: Email: IT Contact: Phone #: Email: Billing: Address 2: City: County: State: Zip: Billing Contact: Phone #: Email: Elevator: Y/N? Loading Dock: Y/N? # of Steps: Hrs of Operation: Consumables: Toner only (excludes clear) Meter Read Method - select one For CSA USE ONLY:
Additional Requirements: Notwithstanding this Agreement, this transaction shall be governed by the terms and conditions of Purchase Agreement # 202002755 between Canon Solutions America, Inc. and the University of California and any terms and conditions which conflict with, vary from or modify the Agreement terms shall be deemed null and void.					

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT www.csa-canon.com/customerdocuments AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED BY YOUR SIGNATURE. CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature:	Printed Name:	Title:	Date:
ACCEPTANCE CERTIFICATE			
To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.			
Authorized Signature:	Printed Name:	Title:	Date:
For Internal Purposes Only:	Printed Name:	Title:	Date:
CFS Authorized Signature:	Printed Name:	Title:	Date:



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 413-2228

Purchase and Maintenance Schedule (SER-300)
Order Schedule ("Schedule")

Page 11 of 11

Customer: Customer legal name

Salesperson:

Agreement #: TBO

Transaction #: TBC

Order Date: 1/11/2021

Billing Information Company: Customer legal name DBA: Address: Address 2: City: State: Zip: County: Contact: Customer name Phone #: (###) ###-#### Fax #: Email: customername@customeremail.com		Transaction Description Purchase & Maintenance <table border="1"> <tr> <th colspan="2">Amounts Due</th> <th>Payment Terms</th> </tr> <tr> <td>Subtotal</td> <td>\$</td> <td rowspan="2">Net 30</td> </tr> <tr> <td>Delivery/Install</td> <td></td> </tr> <tr> <td>Sales Tax</td> <td></td> <td rowspan="3">Total Extended Maintenance Base Charge</td> </tr> <tr> <td>Total</td> <td>\$</td> </tr> <tr> <td>Deposit</td> <td></td> </tr> <tr> <td>Balance Due</td> <td>\$</td> <td></td> </tr> </table>			Amounts Due		Payment Terms	Subtotal	\$	Net 30	Delivery/Install		Sales Tax		Total Extended Maintenance Base Charge	Total	\$	Deposit		Balance Due	\$		Equipment Maintenance Information Maintenance included, except as indicated excluded Maintenance Base Billing - Select one Maintenance Excess Per Image Billing - Select one Maintenance Plan - Select one Fixed Pricing Other Transaction Details		
Amounts Due		Payment Terms																							
Subtotal	\$	Net 30																							
Delivery/Install																									
Sales Tax		Total Extended Maintenance Base Charge																							
Total	\$																								
Deposit																									
Balance Due	\$																								
Select applicable MAINTENANCE STATUS		Maint Base Charge This Section \$		Maint Initial Term # months		Covered Images Included		Excess Per Image Charge(s) \$																	
Item Code	Listed Items Description	Qty	Unit Price	To, 1	Ship To & Maintenance Billing Information																				
#	Device & Accessory description	#	\$	\$	Shipping: Address 2: City: County: State: Zip: Primary Customer Contact: Phone #: Email: Meter Contact: Phone #: Email: IT Contact: Phone #: Email: Billing: Address 2: City: County: State: Zip: Billing Contact: Phone #: Email: Elevator: Y/N? Loading Dock: Y/N? # of Steps: Hrs of Operation: Consumables: Toner only (excludes clear) Meter Readings provided via imageWare Remote FOR CSA USE ONLY:																				
Other Invoicing Requirements Equipment Billing Entity: Canon Solutions America, Inc. Purchase P.O. reference for invoice: PO# Maintenance P.O. reference for invoice: PO#																									
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND APPLICABLE TERMS ("AGREEMENT"). BY YOUR SIGNATURE BELOW, CUSTOMER AGREES TO PURCHASE OR LEASE THE LISTED ITEMS, AND/OR MAINTENANCE SERVICES AND SUPPORT, AS SPECIFIED, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS , AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.																									
Customer Authorized Signature:		Printed Name:		Title:		Date:																			



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Trade in, Upgrade, Return, Buyout Schedule ("Schedule") (SLS-900)

Page of

Return Schedule, Rider B of Agreement

Customer: Customer's legal name

Salesperson: _____

Agreement #: TBD

Transaction #: _____

Order date: 1/1/2021

Customer ("You")		Customer Account: TBD		Service Requested:	
Company: Customer's legal name		Select Transaction Type - One Per Form Page			
Address:		Lease Information (if applicable)			
City:	County:	Leasing company name		Lease Number	
State:	Zip:	Phone: (###) ###-####			
Contact name: Customer contact					
Email: customername@email.com					
Alternate Contact:					
Alternate Phone:					

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ _____ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: Buyout - Select one Otherwise BLANK Reason for check issuance:

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

Select one:

☐ Not Applicable: No Equipment pick up required

☐ CSA will pick up the Equipment

☐ Return Equipment to CFS

☐ Return Equipment to CSA Original Order Date _____

☐ You will return Equipment to leasing company according to the terms and conditions of _____ lease agreement

☐ You will retain the equipment.

Will retained equipment remain under a CSA Maintenance Agreement?

☐ No

☐ Yes: SELECT ONE: under an Existing Contract ☐ New Contract ☐

Trade in Equipment Condition: Trade In Condition - Select one Trade In ONLY or BLANK

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date

Pick Up /Return Information:

- ☐ Same Date as Delivery of Listed Items Specified on the Agreement
- ☐ Other Specified Date: _____ (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: _____ Phone: _____ Email: _____

Hours of Operation: insert Number of Steps: ?? Elevator: Y/N? Loading Dock: Y/N?

Special Instructions:

Notwithstanding this Agreement, this transaction shall be governed by the terms and conditions of Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California and any terms and conditions which conflict with, vary from or modify the Agreement terms shall be deemed null and void.

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE. SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Subscription Support Services (SLS-910)
Subscription Schedule ("Schedule"). Rider D of Agreement

Page of

Customer: Customer legal name

Salesperson:

Agreement #: TBD

Transaction #:

Order date: 1/1/2021

Customer ("You")	Customer Account: TBD
------------------	-----------------------

Company: Customer legal name

Address: x

City: _____ State: _____ Zip: _____

Alternate Contact:

Contact: Customer contact Phone: (###) ###-####

Alternate Email:

Email: customername@email.com

Alternate Phone:

Subscription Support Services

Schedule Term: ☐ Months or ☐ Lease term ☐ Customer P.O. Reference on invoice:

Payment terms: ☐ Net 30 ☐ Bill with my CFS Lease Payment ☐ Credit Card (Requires secure credit card authorization form.)

Ordered Qty	Item Code	Description	Price	Extended Price
#	#####	Item description - Device and accessories	\$\$	

Notwithstanding this Agreement, this transaction shall be governed by the terms and conditions of Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California and any terms and conditions which conflict with, vary from or modify the Agreement terms shall be deemed null and void.

Total

Sales Tax

Total Due

Resource Level	Units / hour	Min Hrs/Engagement
National Consulting and Support ("NCS") Engineers	5	10
Production Analyst	4	8
Project Mgmt or Software Development Specialist	4	4
Local Systems Analyst or Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

*1 Subject to Course minimum requirements, if applicable

THIS SUBSCRIPTION SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUBSCRIPTION SCHEDULE.

Customer's Authorized Signature:

Printed Name:

Title:

Date: _____

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



This MASTER SALES AND SERVICES AGREEMENT, INCLUDING THE CUSTOMER INFORMATION FACE PAGE, THESE GENERAL TERMS, AND ANY APPLICABLE RIDER(S), SCHEDULES AND ADDENDA (AS DEFINED BELOW) (collectively the "Agreement") is entered into by and between Canon Solutions America, Inc. ("CSA") and its customer, as named on the Customer Information Face Page ("you" or "Customer"). "Parties" shall mean Customer and CSA. All notices to CSA shall be sent as set forth in Section 18.

GENERAL TERMS

1. **PURCHASE OR LEASE OF LISTED ITEMS.** You and CSA agree that you will purchase or lease, as applicable pursuant to the terms and conditions of this Agreement, the equipment ("Equipment"), Equipment maintenance including supplies under a supply inclusive maintenance plan ("Maintenance"), application software licenses ("Software") which excludes Embedded Software as set forth in Rider A, "Software Subscriptions" as defined in Rider C, Software installation services ("Software Installation Services"), Software support contracts ("Software Support Contracts"), subscription support services ("Subscription Support Services"), managed print services ("MPS"), and/or other products and services incorporated by a schedule or addendum accepted by CSA (all collectively, the "Listed Items"), each as described in any rider hereto ("Rider") or any Order Schedule, Return Schedule, MPS Schedule or other schedule or order document accepted by CSA (each a "Schedule"). Each Schedule referring to this Agreement will constitute a separate agreement for the acquisition of the Listed Items described therein and shall incorporate the terms of this Agreement. "NOLI" for purposes of Rider F shall mean non-CSA Listed Items, which may include hardware, software (and specifically third party software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and as designated on the Master Sales and Services Agreement. NOLI products are provided as a convenience to Customers and are not eligible for any warranty or maintenance under this Agreement and accordingly Customer waives any claim it might have against CSA for any loss, damages or expenses caused by NOLI products. "Products" shall mean Equipment, Software and Software Subscriptions, and any other products incorporated into this Agreement by a Schedule or addendum accepted by CSA ("Addendum" or "Addenda"). "Services" shall mean Maintenance, Software Installation Services, Subscription Support Services, MPS and any other services incorporated into this Agreement by a Schedule or Addendum. "Lease" shall mean the document pursuant to which you lease Listed Items from a "Leasing Company", which shall solely govern as to matters contained therein, and unless otherwise set forth on the Customer Information Face Page or any Addendum, the Leasing Company is Canon Financial Services, Inc. ("CFS"). To the extent the terms of any Rider conflict with these General Terms, the terms of the Rider shall control. Unless specifically otherwise defined in a Rider or Schedule, shall have the meaning defined in these General Terms. THE PARTIES MAY AMEND THE TERMS OF THIS AGREEMENT BY USE OF A MUTUALLY AGREEABLE ADDENDUM, EXECUTED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CSA.
2. **TERM.** The initial term during which Services shall be provided, and for the lease of Products, unless earlier terminated as provided in these General Terms or the applicable Rider, is as set forth on the applicable Schedule. That initial term shall be subject to renewal as provided in the applicable Rider.
3. **DELIVERY/INSTALLATION OF EQUIPMENT.** Unless otherwise set forth in a Schedule, delivery and installation of Equipment is at no additional charge, so long as no special rigging is required (in which event CSA's rates therefor will apply). For purposes of this Agreement, "special rigging" shall include, but not be limited to, the use of cranes, forklifts, or other mechanical devices; and/or the engagement of additional personnel beyond those ordinarily required for CSA to deliver Equipment via delivery van

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



and maneuver unimpeded into and through the loading dock, hallways, and, if necessary, stairs and/or elements of Customer's facility manually through the use of a hand truck or dolly.

4. **PAYMENT TERMS AND CHARGES.** The total price specified in any Schedule for the Listed Items, including taxes and delivery/installation charges (if any), is due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Should Maintenance or Software support not be purchased at the time of the initial delivery of the Product, or should it terminate or be suspended, additional fees to inspect the Product or otherwise to start or reinstate the Maintenance or Software support shall apply. Applicable taxes shall be added to the charges. Without limiting any of CSA's rights and remedies under applicable law, if payments are late, CSA may charge you and you agree to pay a late charge equal to the higher of five percent (5%) of the amount due or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law, and you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law.
5. **CREDIT.** CSA reserves the right to withhold shipment of the Listed Items until you (or the Leasing Company, if applicable) make full payment of the total price specified in all Schedules accepted by CSA, or to revoke any credit extended to you because of your failure to pay any amounts when due pursuant to such Schedules or the applicable CFS Lease, or for any other reason affecting your creditworthiness. If at any time prior to shipment, CSA discovers any mistake in pricing or configuration for any of the Listed Items, CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by CSA with respect to such Listed Items without liability.
6. **LIMITED WARRANTIES AND DISCLAIMER.** Canon brand Equipment is provided with an end user limited warranty, from the manufacturer, either Canon U.S.A., Inc. ("Canon") or a Canon affiliated company. CSA is an authorized Canon service dealer and provides warranty service pursuant to the Canon limited warranties. Warranties, if any, for other Products and Services are provided by the manufacturer or developer or as may also be provided in the applicable Rider or Schedule. The use of Software is at all times subject to and governed by the applicable end user license agreement. In addition to the aforesaid manufacturer or developer warranties, CSA warrants that on completion of installation of Canon brand Equipment will be (1) in material conformance with the manufacturer's published specifications, (2) qualified for CSA's standard maintenance services and (3) free from material defects in workmanship and materials. All parts replaced under a warranty shall become the property of CSA or the manufacturer. The CSA warranty set forth herein does not apply to used or refurbished Equipment and is conditioned upon Customer giving prompt written notice to CSA of any discovered defects at the time installation is complete. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING CSA WARRANTY SHALL BE TO REJECT THE EQUIPMENT AND CANCEL THE AFFECTED EQUIPMENT SCHEDULE AT THE TIME INSTALLATION IS COMPLETED. IN NO EVENT SHALL A BREACH OF THIS WARRANTY GIVE RISE TO A CLAIM FOR DAMAGES AGAINST CSA. THE WARRANTIES CONTAINED OR REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES, INCLUDING ANY RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA, ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE OR SERVICES UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



7. LIMITATION OF LIABILITY.

7.1 CSA SHALL NOT BE LIABLE (I) FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) FOR LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 CSA'S LIABILITY ON ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY OTHER AGREEMENTS ENTERED INTO IN CONNECTION THEREWITH, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, SHALL NOT EXCEED IN AN AGGREGATE AMOUNT THE SUM OF (A) IF CUSTOMER PURCHASED ANY PRODUCTS, THE TOTAL PURCHASE PRICE PAID BY CUSTOMER (OR THE LEASING COMPANY IF LEASING) TO CSA FOR THE PRODUCTS SUBJECT TO THE CLAIM, AND (B) AS TO ALL OTHER LIABILITY OF CSA, CHARGES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS OR SERVICES SUBJECT TO THE CLAIM FOR SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM IS MADE. SHOULD CUSTOMER HAVE PREPAID ANY AMOUNT FOR SERVICES SUBJECT TO THE CLAIM, SUCH AMOUNT SHALL BE AMORTIZED OVER THE APPLICABLE TERM OF SAID SERVICES AND CSA'S LIABILITY SHALL BE LIMITED TO SIX (6) MONTHS OF SUCH AMORTIZED PAYMENTS.

- 8. DATA.** You acknowledge that the hard drive(s) on the Equipment, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("HD Data"). You acknowledge that CSA is not storing HD Data on your behalf and that exposure or access to the HD Data by CSA, if any, is purely incidental to the services performed by CSA. You are solely responsible for the HD Data. The Equipment contains various security features that you can utilize. Upon your request, CSA will work with you to provide information regarding your options and offer services to assist you. Such services may result in additional charges. The terms of this Section shall solely govern as to HD Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA that could be construed to apply to HD Data.
- 9. SECURITY.** As security for the payment of all amounts due for the acquisition of the Listed Items, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items.
- 10. WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that that the Listed Items will not be used for personal, family or household purposes.
- 11. CUSTOMER DEFAULT.** You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, any Rider or Schedule (including making prompt payments of amounts not subject to a good faith dispute) or the CFS Lease. CSA may suspend providing Listed Items under this Agreement in whole or in part until any delinquent payment is received by CSA (or CFS as applicable), and You agree that any such suspension shall not in and of itself be deemed a termination of this Agreement. If an overdue payment under this Agreement or any Rider or Schedule is disputed in good faith within thirty (30) days after its due date, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



Agreement, require you to pay all charges then due but unpaid, including any applicable late charges and liquidated damages.

- 12. CHOICE OF LAW AND FORUM.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM.
- 13. LIMITATION OF ACTIONS, CLASS WAIVER AND JURY TRIAL WAIVER.** ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. CUSTOMER AGREES THAT ANY CLAIM IT ASSERTS AGAINST CSA SHALL BE ASSERTED ON AN INDIVIDUAL BASIS ONLY. CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO ASSERT ANY CLAIM AGAINST CSA AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR GROUP. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.
- 14. ENTIRE AGREEMENT; MASTER AGREEMENT AND OVERRIDING CONTRACT TERMS.** This Agreement, together with all Riders, Schedules, and Addenda now and hereafter entered into and any related CSA credit application, constitute the entire agreement between the Parties with respect to the furnishing of the Listed Items and the performance of the Services, superseding all previous proposals and agreements, oral or written; and any default by Customer under any part of this Agreement shall constitute a default of the entire Agreement. If the Customer Information Face Page references a master agreement (which may be a separate master agreement entered into between Customer, or an affiliate of Customer, and CSA), or if a Schedule references an overriding contract (an "OC" meaning a group purchasing or cooperative or governmental agreement under which Customer is an eligible participant) or a master agreement between you (or one of your affiliates) and CSA, then the terms of such OC or master agreement shall apply to the extent applicable to the transactions contemplated by this Agreement, and the terms of this Agreement shall apply only to the extent not inconsistent with the terms of such OC or master agreement.
- 15. CSA DEFAULT.** Customer may terminate its use of Products or Services in the event that CSA materially fails to perform its obligations under this Agreement, provided that any such termination shall only apply to the Products or Services subject to the default, and shall only be effective upon not less than thirty (30) days' prior written notice from Customer to CSA specifying the default, and provided that CSA has not materially cured such default or provided Customer reasonable assurance that such default shall be materially cured, prior to the effective date of termination. For the avoidance of doubt, no such termination shall affect Customer's obligations with respect to the Lease.
- 16. REPRESENTATIONS AND AMENDMENTS.** NO REPRESENTATION OR STATEMENT NOT CONTAINED ON THE AGREEMENT POSTED ON CSA'S CUSTOMER PORTAL (ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS) AS OF THE DATE OF A SCHEDULE SHALL BE BINDING UPON CSA AS A WARRANTY OR OTHERWISE, NOR SHALL THIS AGREEMENT BE MODIFIED OR AMENDED, EXCEPT BY A WRITING SIGNED BY YOU AND AN AUTHORIZED

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



REPRESENTATIVE OF CSA. NOTWITHSTANDING THE FOREGOING, AND EXCEPT AS YOU AND CSA AND/OR CFS AGREE IN AN EXECUTED ADDENDUM, A PROVISION MAY ALSO BE AMENDED BY A WRITTEN NOTIFICATION FROM CSA TO YOU AT YOUR EMAIL ADDRESS LISTED ON THE CUSTOMER INFORMATION FACE PAGE (OR AS YOU SUBSEQUENTLY MODIFY IN WRITING), SETTING FORTH THE AMENDED PROVISION(S), WHICH SHALL BE DEEMED ACCEPTED BY YOU EFFECTIVE THIRTY (30) DAYS AFTER NOTIFICATION (OR SUCH LATER DATE SPECIFIED IN THE NOTIFICATION), UNLESS YOU ELECT, WITHIN SUCH THIRTY (30) DAY PERIOD, TO PROVIDE WRITTEN NOTICE THAT YOU OBJECT TO SUCH AMENDMENT, IN WHOLE OR IN PART, AS APPLICABLE, IN WHICH CASE THE PARTIES SHALL NEGOTIATE ANY SUCH MODIFICATION IN GOOD FAITH.

- 17. GENERAL TERMS.** This Agreement shall be binding on you upon our receipt of your signature on the Customer Information Face Page and, as to each Schedule, on the date we receive your signature thereon. Each Schedule shall be binding on CSA upon delivery of the Listed Item or commencement of performance by CSA under such Schedule. Title to or licensing of (as applicable) any Listed Items shall pass or be granted to you or the Leasing Company only upon full required payment to CSA therefor. All provisions of this Agreement which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. You acknowledge that neither CSA nor any of its agents or representatives has made any promise, representation, or warranty as to the Listed Items, or anything affecting or relating to this Agreement, except as specifically set forth in this Agreement, and you acknowledge that you have not executed or authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in this Agreement. No Lease between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. ANY PURCHASE ORDER UTILIZED BY YOU (WHETHER OR NOT REQUIRED) SHALL BE FOR YOUR ADMINISTRATIVE CONVENIENCE ONLY, AND ANY TERMS THEREIN WHICH CONFLICT WITH, VARY FROM, OR SUPPLEMENT THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED NULL AND VOID. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void; except that you may assign to your Leasing Company your right to acquire the Listed Items and your warranty rights with respect thereto, but your other rights hereunder are not assignable to the Leasing Company and such assignment shall not relieve you of any of your obligations hereunder (including your obligation to pay for Listed Items). You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

- 18. NOTICES.** YOU ACKNOWLEDGE THAT CSA SHALL SEND NOTICES BY REGULAR MAIL TO THE PHYSICAL ADDRESS, AND/OR BY EMAIL TO THE EMAIL ADDRESS ON THE CUSTOMER INFORMATION FACE PAGE. TO BE EFFECTIVE, ALL NOTICES TO CSA CONCERNING CANCELLATION, BREACH, DEFAULT, ASSIGNMENT, INDEMNITY, NON-RENEWAL, CHANGE OF YOUR ADDRESS OR EMAIL ADDRESS FOR NOTICES, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA MUST BE IN WRITING DETAILING ALL SUCH ISSUES, AND SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: 300 COMMERCE SQUARE BLVD., BURLINGTON, NEW JERSEY 08016 ATTN: CUSTOMER SERVICE, OR SENT BY EMAIL TO CUSTOMERCARE@CSA.CANON.COM; WITH A COPY OF ANY NOTICE OF DEFAULT, BREACH, REQUEST FOR INDEMNITY, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA, SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO SENIOR VICE PRESIDENT, LEGAL, CANON SOLUTIONS AMERICA, INC., ONE CANON PARK, MELVILLE, NEW YORK, 11747, OR SENT BY EMAIL TO LEGAL@CSA.CANON.COM.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider A



RIDER A

CANON OFFICE DEVICES AND CUT SHEET PRODUCTION MAINTENANCE TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER A SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Equipment" for purposes of this Rider A shall mean Canon branded office devices (and not Large Format equipment covered under Rider F nor printers covered under Rider E).

1. MAINTENANCE / TERM / CHARGES.

a. If Maintenance for Equipment is indicated on its Order Schedule, it shall mean that CSA will keep the Equipment in good working order subject to the terms of this Agreement. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the "Start Date") of installation for newly installed Equipment (inclusive of standard embedded Canon brand software) covered under toner inclusive service. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the Order Schedule for all previously in place Equipment.

b. The initial term of Maintenance is set forth on the Order Schedule, and thereafter shall renew for successive 12 month renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period.

c. Unless otherwise set forth in an Order Schedule, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the applicable Order Schedule (collectively "Service Charges") are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears.

d. The meter shall record a quantity of 1 image for each image printed on media sizes up to 13" x 19", and two images for any larger media. For Long Sheet images, defined as images printed on media longer than 19", there will be an additional Per Image Charge as set forth on the Order Schedule. If you are making Long Sheet images and there is no such charge on the Order Schedule, CSA will invoice you for such charges at our standard rate and you agree to pay same. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media longer than 14".

e. If the Order Schedule is for a Fixed Price Plan charges shall not increase during the initial term, and if for a Standard Price Plan charges are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Notwithstanding the foregoing and for purposes of clarity, with respect to transactions where CFS invoices the Maintenance Base Charge, such annual increase shall be applied only to the Excess Per Image Charge and shall exclude the Maintenance Base Charge.

f. If the Fleet or Aggregate plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment on that Order Schedule, unless otherwise indicated.

g. If the Listed Items on an Order Schedule are added to an existing Fleet Coverage Plan under a previous Order Schedule or contract between you and CSA, (i) the fleet shall include the equipment listed under the previous Order Schedule or contract, and all other Order Schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous Order Schedules or contracts.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider A



h. If the Listed Items on an Order Schedule are added to an existing Aggregate Coverage Plan under a previous Order Schedule or contract between you and CSA, the Covered Images shall apply to all of the Equipment on the Order Schedule, unless otherwise indicated, plus the listed items under previous Order Schedule(s) or contract (s), and all other Order Schedules or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues.

i. If the Per Unit is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed in each Section of the Order Schedule shall apply on a per unit basis for the Equipment listed in that Section.

j. If image dependent service is selected, there shall be no Per Image Charges; however, the then-current term shall terminate at the end of the number of months specified on the Order Schedule or on the date when the images made exceed the maximum covered images specified on the Order Schedule, whichever event occurs sooner.

2. CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Equipment, upon your written request, CSA in its sole discretion will repair or replace the Equipment with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the Equipment to good working order in accordance with the terms of this Agreement. If a replacement unit of Equipment is provided, the replaced unit shall be removed from the Lease and the replacement unit shall be deemed a "Listed Item" under the Lease and for the Lease and all other purposes of this Agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement or the Lease and such Maintenance services have not been canceled or terminated

3. HOURS OF OPERATION AND ACCESS TO EQUIPMENT. Maintenance shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding CSA holidays). Overtime charges, at CSA's current rates, will be charged for all Maintenance service calls outside normal business hours. You shall give CSA reasonable and safe access to the Equipment and CSA shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. CSA may terminate its Maintenance obligations for any Equipment you relocate to a site outside CSA's service territory.

4. ITEMS NOT COVERED UNDER MAINTENANCE. Any work beyond the scope of this Agreement shall be invoiced in accordance with CSA's then current labor, parts and supply charges. The following items are NOT covered under Maintenance unless otherwise set forth in an Order Schedule:

- (a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies;
- (b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, or misuse of the Equipment;
- (c) repairs due to the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems;
- (d) repairs to fix problems resulting from service performed by personnel other than CSA personnel;
- (e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;
- (f) de-installation, re-installation or relocation of Equipment;

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider A



- (g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment;
- (h) work which you request to be performed outside of CSA's regular business hours; or
- (i) repair of network/system connection device, except when listed on face page.

5. EXCESSIVE MAINTENANCE REQUIREMENTS. If, in CSA's opinion, any Equipment cannot be maintained in good working order through Maintenance, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of Maintenance as to such Equipment and refund the unearned portion of any prepaid charges hereunder.

6. PARTS. You disclaim any interest in parts or Equipment replaced or removed by CSA. Such parts and Equipment shall be replaced on an exchange basis and shall become the property of CSA.

7. CONSUMABLE INCLUSIVE (TONER ABUSE). Consumable Supplies: All consumables are the property of CSA until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Order Schedule and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If your use of consumables exceeds the typical use pattern (as determined solely by CSA) for these items by more than 10% of the published manufacturer specifications for conventional office image coverage, or should CSA, in its sole discretion, determine that consumables are being misused in any fashion, CSA may invoice you for such excess usage and you agree to pay for such improper or excess use. Consumable Inclusive Maintenance is predicated upon deployment of CSA's remote reporting software (see Section 8 b. below installation and use), which includes Auto-Toner Replenishment. CSA may charge you a Supply Freight Fee to cover the cost of shipping consumables to you. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.

8. BILLING / METER COLLECTION.

a. You agree to comply with the billing procedures designated by CSA, including timely notifying CSA of the meter readings. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance CSA's normal procedures and the meter read option selected.

b. You agree that CSA shall be entitled to acquire meter readings using CSA's remote reporting software. Unless otherwise indicated in an Order Schedule, you authorize CSA to use networked features of the Equipment and the remote reporting software to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement.

c. You may also use the myCSA website to provide meter readings, in which case you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice.

9. EMBEDDED SOFTWARE. CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider A



you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software; (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-priced application software supplied by CSA to you under Rider C.

10. SOFTWARE AND SOFTWARE SUPPORT CONTRACTS. If you have acquired any Software and/or Software Support Contracts, these listed items shall be governed by the terms and conditions of Rider C.

11. DEFAULT. In addition to the remedies set forth in the General Terms, should you default in your obligations under this Rider A or cancel Maintenance prior to the end of its initial term or any renewal term, you shall pay an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider B



RIDER B

TRADE-IN, RETURN, UPGRADE AND BUYOUT TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER B SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. BUY OUT REIMBURSEMENT: If "Buy-Out Reimbursement" is indicated on any Return, Upgrade, Buyout, Relocation Schedule (each a "Return Schedule") it will be paid directly to the designated party thereon (whether you or the finance or leasing company that owns the Return Equipment or Trade-in Equipment (the "Lessor") by CSA upon installation and acceptance of the Listed Items set forth on the Order Schedule applicable thereto and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in Equipment or Return Equipment (as identified on a Return Schedule) or for other equipment being replaced by said Listed Items, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of said Listed Items. You are responsible to obtain and/or confirm the Buy-Out Reimbursement amount with your Lessor, and any such amount shall include a delivery period of a minimum of thirty (30) days from the date of the installation and testing of said Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount on the applicable Return Schedule, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement. The above is conditioned upon you making the Trade-In Equipment or Return Equipment available for pickup by CSA on the relevant date specified on the Return Schedule.

2. TRADE-IN EQUIPMENT OR RETURN TO LEASING COMPANY: If Trade-In Equipment or Return to Leasing Company is indicated on a Return Schedule, you hereby authorize CSA to pick up the Trade-in Equipment or Return Equipment listed on the Return Schedule. Upon such pick-up, title to Trade-in Equipment is conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified on the Return Schedule that it is provided on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified on the Return Schedule. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the Buy-Out Reimbursement, and the full amount of any trade-in credit reflected in the Return Schedule (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Lessor specified on the Return Schedule by CSA's standard shipping method, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment, and to arrange on your behalf and at CSA's expense, for the shipment of the Return Equipment to the Lessor.

3. DELAY OR DAMAGE TO EQUIPMENT IN TRANSIT. You acknowledge that neither CSA nor its shipper inspects functionality prior to transportation of Trade-in Equipment or Return Equipment and therefore makes no representation regarding functionality upon delivery. CSA shall only be responsible for obvious physical damage to the Trade-in Equipment or Return Equipment while being relocated or returned to the leasing company to the extent such damage is caused by CSA or its shipper's negligence or willful misconduct while in their possession. You agree to pay CSA's removal charges if, on the date indicated on the Return Schedule, Trade-in Equipment or Return Equipment is unavailable for pickup and removal

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider B



through no fault of CSA. In the event undisclosed conditions (e.g. incorrect mileage, special rigging requirements, inaccessible location for pick up or delivery, etc.) are encountered, you agree that CSA may invoice you for additional reasonable fees as required to complete the relocation.

4. DATA. You acknowledge that the hard drive(s) on the Trade-in Equipment or Return Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Trade-in Equipment or Return Equipment ("TIR Data"). You acknowledge that CSA is not storing TIR Data on behalf of you and that exposure or access to the TIR Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates or contractors have an obligation to return, erase or overwrite TIR Data upon pick up and return of the Trade-in Equipment or Return Equipment to CSA or any Lessor. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting TIR Data. The terms of this section shall solely govern as to TIR Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to TIR Data.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider C



RIDER C

SOFTWARE AND SOFTWARE SUBSCRIPTION LICENSING AND SUPPORT

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER C SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Software" for purposes of this Rider C shall mean application software licensed to you and any revisions for updates related thereto, and shall exclude Embedded Software which is subject to Rider A, and software provided with Large Format equipment which is subject to Rider F.

"Software Subscription" shall mean Software which is licensed to you on a subscription basis for a term and may include the provision of basic support and new versions therefore as set forth in its end user license agreement ("EULA"), terms of service ("TOS"), or software maintenance agreement ("SMA").

1. **LICENSING.** (a) Title to the Software and Software Subscription shall remain with the licensor or developer; and (b) Software shall be licensed to you subject to its EULA, and Software Subscription subject to its EULA or TOS, which agreements shall solely control as to the matters contained therein. With regard to any "shrink-wrap" or "click-wrap" or "click through" acceptance required for Software, You hereby authorize CSA to accept same on your behalf (e.g., by opening the package or clicking the "I ACCEPT" button), and you agree to comply with the terms of same. Software licenses can be found at <http://ess.csa.canon.com/SMA-EULA.html>, and any such terms shall solely govern as to matters contained therein.

2. **SOFTWARE INSTALLATION AND CONFIGURATION SERVICES.** Software installation and configuration services shall be provided pursuant to a statement of work between you and CSA or you and the Software developer or licensor.

3. **SOFTWARE SUPPORT / BUG FIXES / UPDATES.** Support for Software is provided directly by the respective developers or licensors thereof and is as set forth in each developer's or licensor's applicable Software Support Contract and is not provided by CSA under this Agreement. Support for Software may require separate purchase by you of a Software Support Contract, unless included under this Agreement as a Listed Item. The terms of Software Support Contracts for Software are available from the developers or licensor or will be provided to you by CSA upon request. Notwithstanding any provision in the Software Support Contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term.

4. **SOFTWARE SUBSCRIPTION.** You agree to accept and pay either the purchase price or the number of periodic payments for the Software Subscription indicated on the Order Schedule or in any addendum(s) hereto for the corresponding term. The Software Subscription shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless you provide written notice to CSA cancelling the Software Subscription within 30 days of your receipt of the invoice for the Renewal Term. CSA may increase pricing during each Renewal Term and may cancel Software Subscription during any Renewal Term upon written notice to you, in which case you will be refunded any unearned charges for the balance of the Renewal Term. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law, require you to pay all payments then due but unpaid, including any applicable late charges, plus an early termination fee equal to the balance of the purchase price or periodic payments for the Software Subscription owed for the term. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty. The purchase price for the Software Subscription may be incorporated into your Lease payment. You acknowledge that CSA may assign the periodic payments to a third party, or its assigns, and agree to pay such assignees.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider C



5. ADDITIONAL LIMITATION OF WARRANTY FOR SOFTWARE AND SOFTWARE SUBSCRIPTION. CSA MAKES NO WARRANTIES OF DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SOFTWARE OR SOFTWARE SUBSCRIPTION. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL LOOK SOLELY TO THE ENTITY LICENSING OR SUPPORTING THE SOFTWARE OR SOFTWARE SUBSCRIPTION AS TO ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SOFTWARE, SOFTWARE SUPPORT CONTRACT, OR THE SOFTWARE SUBSCRIPTION, AND THAT CSA, UNLESS IT IS SUCH ENTITY, SHALL HAVE NO OBLIGATION OR LIABILITY THEREFORE, AND YOU WAIVE YOUR RIGHTS TO BRING ANY SUCH CLAIM OR CAUSE OF ACTION AGAINST CSA. YOUR PAYMENTS AND OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE SOFTWARE SUPPORT CONTRACT OR SOFTWARE SUBSCRIPTION, OR FAILURE IN ANY WAY OF THE SOFTWARE OR SOFTWARE SUBSCRIPTION.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider D



RIDER D SUBSCRIPTION SUPPORT SERVICES

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER D SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. Services. When indicated on an Order Schedule referencing this Rider D, CSA will provide to you Subscription Support Services ("Subscription Support Services") listed in Section 3 below consisting of a) remote support and b) on-site support for CANON and select third party software and hardware solutions. Subscription Support Services will be provided by CSA at the applicable Resource Level (as detailed in Section 3 below) based upon your resource selection or description of the scope of work to be performed. Subscription Support Services will be provided during CSA's local regular business hours (8:30 A.M - 5:00 P.M. Monday through Friday, excluding CSA holidays). Any work approved by CSA to be scheduled beyond these hours will be billed at a premium rate.

2. Term. The term of Subscription Support Services (the "Subscription Term") shall continue until the earlier of (a) the units of Subscription Support Services specified on an Order Schedule ("Units") are consumed or (b) for either the number of months indicated on an Order Schedule beginning on the Order Date, or the end of the term of the applicable CFS Lease.

3. Effective Rates. Subscription Support Service Units are available to you based upon the Resource Level utilized to perform the Subscription Support Services:

Resource Level	Units Per Hour	Min Hours per Engagement
National Consulting and Support ("NCS") Engineers	5	10
Production Analyst	4	8
Project Management Specialist	4	4
Software Development Specialist	4	4
Local Systems Analyst	3	1
Local Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

* Subject to Course minimum requirements if applicable

4. Utilization Procedure. Subscription Support Services will be provided during the Subscription Term when requested by you through the CSA service dispatch center. CSA will determine the appropriate Resource Level(s) to be assigned based on your resource selection or description of the requested Subscription Support Services. CSA reserves the right to reject any request by you if CSA determines that such request is for work beyond the scope of the Subscription Support Services covered by this Agreement or the Resource Levels acquired and available from an Order Schedule. Units unused upon the expiration of the Subscription Term on an Order Schedule are non-refundable. If Subscription Support Service requested by you, or completion of ongoing Subscription Support Services, will require Units in excess of the unused quantity available from the applicable Order Schedule, CSA shall notify you in advance of completing the work and you shall instruct CSA to end work or you shall agree to pay for those additional Units at CSA's then prevailing rates.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider D



5. Performance of Subscription Support Services. Subscription Support Services may be performed by remote access, or by CSA, or its designee at your business locations if located within CSA's servicing area. If by remote access, you grant CSA permission to access your systems as required to perform the Subscription Support Services. If on-site at your premises, (a) such personnel shall comply with your reasonable security and other such policies of which CSA has been informed by you in writing; and (b) you will provide such personnel with appropriate workspace at no charge. In either event (a) you will provide assistance as may be reasonably required for the performance of the Subscription Support Services; and (b) you acknowledge that the performance by CSA of Subscription Support Services with respect to any non-CANON hardware or software may be dependent on assistance or cooperation from the third-party manufacturer or developer, including your requirement(s) to purchase any necessary software upgrades or licenses to operate the software.

6. Payment.

(a) Unless the "Bill with my Lease Payment" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Order Schedule is payable in full and in advance within no later than 30 days after the date of CSA's invoice therefore, and CSA shall have no obligation to provide any Subscription Services until such payment has been made.

(b) If the "Finance through my Lease" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Subscription Support Services Order Schedule shall be financed by the Leasing Company through the applicable Lease, as provided herein, over the initial term of the applicable lease.

7. Non-Solicitation. Throughout the Term and for one (1) year following the expiration or termination thereof, you agree that you will not, directly or through any third party, solicit, offer employment to, hire, interfere with or endeavor to entice away from CSA any individual who is an employee of CSA and who, at any time during the Term, was involved in providing Subscription Support Services to you hereunder. You further agree, with respect to any former employee of CSA who was involved in providing Subscription Support Services to you hereunder, that you will not, directly or through any third party, solicit, offer employment to or hire such former CSA employee at any time during the one (1) year period after he or she ceases to be an employee of CSA.

8. ADDITIONAL LIMITATION OF WARRANTY AND LIMITATION OF LIABILITY. CSA WARRANTS THAT IT WILL PERFORM SUBSCRIPTION SUPPORT SERVICES HEREUNDER IN A PROFESSIONAL AND COMPETENT MANNER CONSISTENT WITH THE RESOURCE LEVEL UTILIZED. OTHERWISE, CSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBSCRIPTION SUPPORT SERVICES. IN NO EVENT SHALL CSA'S LIABILITY TO YOU HEREUNDER OR IN CONNECTION WITH THE SUBSCRIPTION SUPPORT SERVICES EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO CSA PURSUANT TO THIS RIDER.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider E



RIDER E
MANAGED PRINT SERVICES

Management Print Services for printers will be provided under a separate CSA Agreement.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



RIDER F

LARGE FORMAT TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER F SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Equipment" for purposes of this Rider F shall mean, and only apply to Large Format models as identified in the definition of Large Format below.

"Software" for purposes of this Rider F shall mean, and only apply to software provided for use with or by Large Format models as identified in the definition of Large Format below.

"Large Format" for the purposes of this Rider F shall mean PlotWave, ColorWave, imagePROGRAF, Arizona, and Colorado Series hardware, software and accessories.

1.0 LARGE FORMAT MAINTENANCE / TERM / CHARGES.

- a) Maintenance, identified as "Standard Svc Contract" in the "Service Type" section of an Order Schedule when applicable, shall commence upon installation of the Equipment or, if Maintenance is not requested at the time of initial installation, upon certification by CSA, or, at the conclusion of the warranty period, if any, as noted on an Order Schedule. Maintenance will be provided as is specifically set forth in the applicable Order Schedule.
- b) The Order Schedule shall identify the initial Maintenance term when elected and customer may not terminate Maintenance during the initial term. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. During the initial term, CSA may adjust pricing for Maintenance, or any component thereof, including supplies and other materials, by a maximum of ten percent (10%) per year. Upon renewal and upon 90 days written notice, charges are subject to an annual increase on each anniversary of the start date.
- c) (i) For the period from the Effective Date to the date that monthly (or quarterly) billing commences for the initial Base Charge Per Unit as set forth on the applicable Order Schedule ("Interim Period"), Customer shall pay CSA an amount equal to the Base Charge Per Unit divided by thirty (30), or if Maintenance Payment frequency is quarterly divided by ninety (90) and multiplied by the number of days in the Interim Period plus Excess Usage Charges ("Excess Usage Charges"). CSA shall invoice the Base Charge Per Unit in advance and shall invoice the Excess Usage Charges and other usage fees (collectively "Maintenance Service Charges") periodically as indicated in the Order Schedule. If applicable, Customer shall provide meter readings by the last calendar day of each month showing the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Usage Charges may be estimated by CSA. IN THE EVENT CSA DETERMINES AT ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND A REASONABLE REQUIREMENT BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE BY CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES. In addition to Maintenance Service Charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that CSA enable the Remote Software on the Equipment listed in the Order Schedule.

(iii) Unless otherwise set forth in an Order Schedule, Maintenance charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance charges as listed on the applicable Order Schedule are billed at the frequency noted on the Order Schedule, with Base Charge Per Unit (s) billed in advance and Excess Usage Charges billed in arrears. If Equipment is installed on other than the first of the month, then the period from the install date to the end of the month shall be the "Interim Period". Customer shall pay CSA an amount equal to the applicable Base Charge Per Unit divided by thirty (30) days and multiplied by the number of days in this Interim Period. Excess Usage Charges shall also be invoiced according to the meter reading for this Interim Period. If there are other invoicing requirements, this may result in a longer initial term. After the Interim Period, CSA shall invoice you at the frequency noted on the Order Schedule or, if specified, on a rolling 30-day basis for the number of months indicated on the Order Schedule. For purposes of clarity and by way of example only, if Equipment is installed on December 15th, billing for a full calendar months with Interim Period shall be as follows: 12/15 -12/31, 1/1-1/31, 2/1-2/28, 3/1-3/31 and so on. Using the same installation date, rolling 30 day invoicing shall be as follows: 12/15-1/14, 1/15-2/14, 2/15 - 3/14, and so on.

1.1 COVERED SERVICE.

- a) CSA shall provide Customer: (i) CSA's standard preventive Maintenance services ("PM's") in accordance with CSA's standard policies, which includes labor, testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications (the length and frequency of periods of time required for preventive Maintenance will solely be determined by CSA); and (ii) engineering changes, including safety changes, deemed necessary by CSA; all to be provided during CSA's standard business hours of Monday through Friday 8:30AM to 5:00PM, unless otherwise set forth in the Order Schedule. PMs without supplies shall be identified as "Service Only" in the Contract Type section when applicable. Service on CSA holidays is available with advance notice to CSA and CSA shall bill Customer at its then current hourly rates for holiday service. PM's performed on weekends, holidays or between 5PM and 8:00 AM (at Customer's request) will be billed at CSA's holiday rates in effect at the time of such service.
- b) Customer shall: (i) if required by CSA, allow CSA to store reasonable quantities of Maintenance equipment and/or parts on Customer's premises; (ii) provide a secure environment for the Equipment in accordance with manufacturer's requirements; (iii) report to CSA by the last calendar day of each month, the monthly usage according to the meter reading in footage or images as applicable; and (v) promptly inform CSA of any Equipment malfunctions or operating problems. CSA shall retain title to such Maintenance equipment and/or parts. Customer shall NOT interfere with the proper operation of the meter.
- c) If Customer refuses to permit installation of a safety change or removes one already installed, CSA may discontinue Maintenance for all Equipment until the hazard has been corrected. All defective parts replaced during Maintenance shall become the property of CSA. Parts used for repair may be used or remanufactured.

1.2 NON-COVERED SERVICE.

- a) Customer acknowledges that CSA shall not have any obligation related to:

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



- (i) provision and installation of optional retrofits;
 - (ii) enhancement of any feature of the Equipment;
 - (iii) services connected with Equipment relocation;
 - (iv) installation/removal of accessories, attachments, or other devices;
 - (v) exterior painting or refinishing of Equipment;
 - (vi) maintenance, installation, or removal of Equipment or devices not provided by CSA;
 - (vii) performance of normal operator functions as described in applicable CSA operator manual(s), including, but not limited to, loading of toner, inks and/or paper;
 - (viii) performance of services necessitated by accident, disaster including effects of water, wind, lightning, terrorism, or negligence;
 - (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Equipment or Software;
 - (x) the use of paper or forms not in compliance with CSA's or the manufacturers specifications;
 - (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Equipment is integrated or otherwise connected;
 - (xii) services connected to neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications;
 - (xiii) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA;
 - (xiv) use of improper, or inadequate use of or failure to use, supplies;
 - (xv) Maintenance or repair services performed by Customer or a third party without written authorization from CSA;
 - (xvi) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA, or;
 - (xvii) data security, hard drive removal.
- b) If, in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render Maintenance under the Agreement and may terminate the Agreement as to such units of Equipment. If repairs or replacements as set forth above are needed due to reasons listed above, CSA's prices to provide any repair or replacement shall be invoiced in accordance with CSA's then current labor, parts, and supply charges. All repairs will be governed by the terms of the Agreement; however, CSA reserves the right to decline to perform such services.
- c) CSA may withdraw any item of Equipment or Software from Maintenance coverage (i) if such Equipment or Software has been removed from CSA's servicing area or (ii) if CSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice. Customer may terminate Maintenance in any renewal term upon ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination.

1.3 ORDERING OF SUPPLIES AND OTHER MATERIALS.

Customer orders for supplies, staples, field replaceable units, consumables, expendables or any other materials normally purchased by Customers (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB destination; and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), Customer shall provide CSA with the carrier's name and Customer's account number so that delivery charges will be incurred directly by Customer. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



to the actual delivery charges. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CSA within ten (10) days of the earlier of (i) receipt of the item or (ii) the invoice date (whichever is applicable).

1.4 SOFTWARE SUPPORT; MODIFICATIONS.

CSA will use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with CSA's then current published specifications. CSA, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support.

1.5 SOFTWARE REVISIONS.

CSA will make Software revisions available at no charge for Software deemed by CSA as "current" release versions to Customers covered under an active CSA software Maintenance contract. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that CSA classifies as dot releases, meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25> v1.41, etc.) ("Dot Release"). New functionality may be available with Dot Releases and will be offered to Customers at an additional cost. Installation of Dot Releases may, at CSA's sole discretion, be chargeable at CSA's then current hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Dot Releases are the Customer's sole responsibility.

1.6 NEW SOFTWARE RELEASES.

CSA will make "new" Software releases available to Customers covered under an active CSA software Maintenance contract at an additional cost. New Software releases are defined as those enhancements, modifications, updates, new functionality and improvements that CSA classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1. xx >v2.xx>v3.xx etc.) ("Version Release"). Installation of Version Releases may, at CSA's sole discretion, be chargeable at CSA's then current hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Version Release are the Customer's sole responsibility. CSA will provide support services for (a) the latest Software Version Release (e.g.v5) following the date it is made generally available and (b) for the immediately prior Version Release (e.g. v4) during the twelve (12) month period following the date the latest Software Version Release (v5) is generally available. Software support shall terminate if CSA declares end of life for such Software, and then only with at least ninety (90) days prior written notice.

1.7 ITEMS NOT COVERED UNDER SOFTWARE SUPPORT. Support does not include:

- a. administration of servers or database products;
- b. support of Software installed on equipment using "beta" or operating systems not supported by CSA;
- c. resolution of network errors not directly related to Software;
- d. installation, setup or support of third-party products not supported by CSA or software not acquired from CSA; or
- e. updates, upgrades and new releases or versions of third-party products sold with or used in conjunction with CSA Software.

1.8 CUSTOMER SOFTWARE RESPONSIBILITIES.

It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. Purchase and administration of anti-virus software is Customer's responsibility. Assistance for installing and maintaining anti-virus software is outside the scope of standard support but is available from CSA as a billable service upon request.

1.9 SOFTWARE HELP DESK SUPPORT (not applicable to CSA products under 7x24 service coverage)

If Customer purchases "Remote Help Desk Support", then the following terms are applicable:

- a. CSA provides Remote Help Desk Support via telephone, to access CSA Support Specialists for operator questions, installation support, explanation of maintained software features and functionality, network connectivity questions, and other support issues ("Remote Support"). Remote Support is available Monday – Friday 8:30AM to 8:00PM ET, excluding CSA holidays. By purchasing Remote Support, Customer has unlimited access to the help desk.
- b. CSA will provide Remote Support to those Customer employees who have been issued an ID code providing email/telephone access to the CSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

1.10 SOFTWARE LICENSE

- a. CSA grants Customer a personal, non-exclusive, non-transferable, limited license to use the Software (in compiled object code form) in the United States solely for its internal use and to use the documentation in support of Customer's authorized use of the Software for the time period set forth in the Order Schedule or, if no time period is set forth in the Order Schedule, until the Agreement is terminated in accordance with its terms or until Customer ceases using Software with the Equipment. In addition to the Software, the Equipment identified in the Order Schedule may contain other software that is used in connection with the maintenance of the Equipment (the "Maintenance Software"). Customer hereby acknowledges and agrees that the Maintenance Software has been installed for the sole purpose of use by a field engineer or technician authorized in writing by CSA to maintain the Equipment. Customer is not granted, whether by license or otherwise, any right to access or use the Maintenance Software for any purpose whatsoever, all rights to which are hereby expressly reserved by CSA. Any access or use of the Maintenance Software or any part thereof by Customer or any other person, including any person who purchases the Equipment from the Customer, is strictly prohibited. The Software license granted hereunder may not be assigned by Customer without the written consent of CSA and the payment of an additional license fee by the assignee (or subsequent licensee). No such additional license fee shall be due for Software embedded in the Equipment in the form of firmware.
- b. Software, including all results, information, ideas, data and products of any services provided by CSA (excluding Customer's data throughput) shall be the sole property of CSA or its suppliers and shall be regarded by Customer as Confidential Information of CSA. Customer shall not sell, transfer or otherwise make available the Software or documentation to any third party and shall secure and protect them from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Customer may disclose the Software and documentation to its employees (including contractors and temporary help) only to the extent (a) such disclosure is necessary to enable Customer to use the Software within the scope of the license granted herein and (b) any such parties agree that the Software is CSA's confidential information and agree to protect the Software pursuant to the terms set forth herein. Customer may make one copy of the Software in machine readable form for backup and archival purposes as may be necessary to support Customer's internal use of the Software with the Equipment on which use is licensed. Customer shall not modify, use other than for

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



purposes of the Agreement, reverse engineer, disassemble or decompile any Software in whole or in part. All Software is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Software only with those rights set forth in the Agreement.

2.0 EDUCATIONAL SERVICES SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EDUCATIONAL SERVICES, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

- a) Educational Services are offered to Customer by CSA in the form of training sessions and are provided during CSA's standard business hours (Monday through Friday excluding CSA holidays - 8:30 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at a CSA central training facility or at Customer's site as determined by CSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CSA's discretion.
- b) Standard CSA rates apply. CSA rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay, CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c) Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CSA's then current policy. Such training materials are CSA Confidential Information.
- d) Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or Software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e) Cancellation/Rescheduling. (i) CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to reschedule such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (iv) Monies received for a training session, and the cancellation notice of which is received by CSA within five business days of the scheduled date for such training session, are not refundable. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (v) CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

3.0 EASYPAC II PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EASYPAC II, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

a) DEFINITIONS.

- "Excess Charges" means charges in excess of the SmartClick Allowance.
- "Program" means the EasyPac II TDS Black Toner/ PlotWave Black Toner/ ColorWave Toner Pearls Carton Program, identified as "EasyPacII" in the "Contract Type" section on an Order Schedule when applicable.
- "Scheduled Supplies" means: in connection with PlotWave® Equipment, the fixed amount of black toner to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule
- "Supplies" means: (i) for PlotWave Equipment, Black Toner; (ii) for ColorWave Equipment, TonerPearls® cartons.
- "Supplies Entitlement" means: in connection with the ColorWave Equipment, the amount of TonerPearls cartons to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule
- "SmartClick™" means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.

b) SUPPLIES PROGRAM. So long as Customer is not in default, the Program entitles Customer to the fixed amount of genuine Supplies set forth in the applicable Order Schedule, on a scheduled or entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Scheduled Supplies for PlotWave models will be shipped directly to the Ship to address set forth in the Order Schedule during the term of such Order Schedule. Supplies for the ColorWave models will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the applicable Order Schedule. Supplies may be used solely with the Equipment set forth on the Order Schedule(s). Any additional Supplies that are required beyond the Scheduled Supplies or Supplies Entitlement can be ordered directly from CSA at an additional cost to Customer.

c) SUPPLIES SHIPMENT. For PlotWave Equipment and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the applicable Order Schedule, without Customer's request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of Supplies is equal to one carton of Black Toner. Changes to this shipment schedule are valid only upon execution of a new amendment to the applicable Order Schedule. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. For ColorWave Equipment and provided

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



Customer is not in default: Supplies will only be shipped once an order has been placed by Customer. For ColorWave Equipment, one unit of Supplies is equal to one TonerPearls cartons.

- d) **PRICING.** For PlotWave Equipment: CSA will ship the Scheduled Supplies for the term of the applicable Order Schedule. Additional amounts of Supplies may be required by Customer for excess print volumes or applications based on Customer's actual usage. Customer is responsible for ordering and paying for Supplies in excess of the Scheduled Supplies. Should Customer require additional Supplies beyond the Scheduled Supplies, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over Scheduled Supplies and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This Program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
- e) For Colorwave Equipment – SmartClick Plan: This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the applicable Order Schedule. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the excess SmartClick Charge. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included. The Minimum Periodic Payment and Excess SmartClick Charges may both include a charge for toner.
- f) **TERM.** The term of the Program shall be conterminous with that of the applicable Order Schedule.
- g) **MISCELLANEOUS.** CSA may refuse shipment of Supplies if Customer is not current on payments or is in default for any other reason. Customer may order Supplies under the Program solely for its own internal use and not for resale. CSA may refuse shipment in the event that it reasonably believes Supplies are not being used for Customer's internal use. Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization (RMA) is required prior to any return.

4.0 OPTIMIZE.IT PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES OPTIMIZE.IT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

a) **DEFINITIONS.**

"Optimize.IT Program" means the Optimize.IT PlotWave Black Toner/ ColorWave Toner Pearls Carton Program.

"Scheduled Supplies" means: in connection with PlotWave® Equipment, the fixed amount of CSA Black Toner to which Customer is entitled as set forth in the Agreement(s) and/or an applicable Order Schedule.

"Supplies" means: (i) for PlotWave® Equipment, Black Toner and developer; (ii) for ColorWave Equipment, TonerPearls® cartons.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



"Supplies Entitlement" means: in connection with ColorWave Equipment, the amount of TonerPearls Cartons to which Customer is entitled as set forth in the applicable Order Schedule.

"Allowance" means: in connection with the PlotWave® / ColorWave Equipment, the square footage included in each Excess Per Image Charge billing period on the applicable Order Schedule.

- b) **OPTIMIZE.IT PROGRAM.** So long as Customer is not in default, this Supplies program entitles Customer to the fixed amount of genuine Canon Supplies as set forth in an applicable Order Schedule, on a scheduled or entitlement basis, during the term of the Agreement. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Scheduled Supplies for PlotWave Equipment will be shipped to the ship to address set forth in the Agreement on a scheduled basis during the term of the Agreement. Supplies for ColorWave Equipment will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Changes to this Supplies program are valid only upon execution of a new OPTIMIZE.IT Program amendment.
- c) **SUPPLIES SHIPMENT.**
- (i) For PlotWave Equipment, and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the Agreement, without Customer's request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of supplies is equal to one carton of Black Toner. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the Excess Meter Charge. The Minimum Periodic Payment and Excess Usage Charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
 - (ii) For ColorWave Equipment – SmartClick Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies over the fixed contract quantity are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the Excess SmartClick Charge. The minimum periodic payment and excess SmartClick charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
 - (iii) For ColorWave Equipment – Square Foot Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. Customer will be invoiced separately for

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



such additional orders over the fixed contract quantity and agrees to pay for such additional quantities. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

- d) **EXCESS CHARGES.** CSA shall periodically invoice Excess Usage Charges and other usage fees ("Service Charges"). In the event that the periodic Allowance is not achieved (the actual net usage for the period is less than the Allowance for the period), fifty percent (50%) of the unutilized Allowance will be carried forward to the next periodic Allowance.
- e) **TERM.** The term of the Optimize.IT Program shall be coterminous with the term of the applicable Lease.
- f) **MISCELLANEOUS.** Customers will be charged for all shipping and handling charges associated with expedited shipments, emergency shipments, and special delivery of any order(s) for Supplies. Damaged or short toner or TonerPearls cartons must be noted on the carrier copy of the delivery receipt and reported to Imaging Supplies Customer Service within three (3) business days of delivery in order to obtain credit. Customer is responsible for freight charges associated with returned toner or TonerPearls cartons due to Customer error. Customer must obtain a return Authorization number from Imaging Supplies Customer Service before returning any Supplies. Supplies shipped under the Agreement are for Customer's use only on equipment and may not be resold, traded or otherwise transferred to any third party without the prior written consent of CSA. CSA reserves the right not to ship product for any reason.

5.0 ARIZONA MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

- a) If Customer has purchased Maintenance and such Maintenance is marked on the Order Schedule, Customer may terminate Maintenance upon ninety (90) days prior written notice to CSA. If Customer provides such notice of its intent to terminate, Customer shall be responsible for Maintenance charges, if any, for the period defined on the Order Schedule until the effective date of termination.
- b) The following consumable items for the Arizona Series are excluded from Maintenance and the warranty:
 - (i) Printheads (unless otherwise set forth on the Order Schedule)
 - (ii) Table Vacuum Overlays
 - (iii) UV Lamps & Lamp Filters
 - (iv) Ink Filters
 - (v) Printheads (unless otherwise set forth on the Order Schedule)
 - (vi) Table Vacuum Overlays
 - (vii) UV Lamps & Lamp Filters
 - (viii) Ink Filters

6.0 ARIZONA PREMIA CLASS FIELD RECONDITIONED EQUIPMENT SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA PREMIA CLASS FIELD RECONDITIONED EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



- a) Products shipped hereunder, unless otherwise specifically set forth in the Order Schedule may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished, Used or Field Reconditioned. "Field Reconditioned" means Equipment previously used by a CSA customer that has been de-installed, bagged, and crated by CSA service technicians and installed at Customer's site, where the Equipment is tested to ensure full functionality and reliability to specifications by CSA service technicians for print quality. This process involves the installation of new parts and may also include the installation of used parts at CSA's discretion. Field Reconditioned Equipment may have ink stains, dents, and printhead nozzles that do not function.
- b) With respect to Field Reconditioned Equipment, the warranty period for printheads shall be for a period of six (6) months from the date of equipment installation. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured, Refurbished Equipment or Field Reconditioned and is conditioned upon Customer giving prompt notice to CSA of any discovered defects; with respect to Field Reconditioned Equipment, determination of defective printhead is at the sole discretion of CSA Service Technician.

7.0 COLORADO MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES COLORADO SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

- a) The following consumable items for the Colorado are excluded from the warranty and/or maintenance set forth in the Agreement:
 - (i) Colorado 16xx Knife
 - (ii) Take Up Spindle
 - (iii) Unwind Spindle
 - (iv) Printhead(s)
- b) **PRINthead INCLUDED CONTRACTS.** If the Customer chooses the Printhead Included contract, the replacing of the printheads will be consistent with the current procedures for the replacement of the other parts within the Colorado. A call must be placed by the Customer to CSA's Customer Service Center and the technician will reach out to the Customer to discuss the issues and determine if there is a critical failure with the suspected head(s). If CSA determined that there is a hard code failure and the machine can no longer calibrate at 430 square feet per hour on CSA's calibration material due to misdirected or blocked nozzles, the technician will order the print head in advance and will schedule it to arrive the following business day. If the technician has the part in stock, they will schedule a visit based on priority of calls. If CSA determines during the troubleshooting of the printer that the root cause of the printhead failure is a result of Customer actions, it will be the Customer's responsibility to purchase a printhead. Once the printhead is on site, the Customer can place a service call and the Service Technician will respond and install the replacement printhead. Some but not all examples of customer related failures are head strikes (which include damage caused by media), running expired inks, improper printhead maintenance, and incorrectly calibrating media.

8.0 COLORADO EZ PRINT PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES THE COLORADO EZ PRINT PROGRAM, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

- a) **Technology Upgrade.** For any lease program that is 48 months or longer, Customer will have the option to upgrade to an updated version of Equipment, on any regularly-scheduled Lease Payment date commencing with twelve (12) or less months remaining in the lease contract, subject to sixty (60) days prior written notice to CSA. Customer shall return any and all Equipment to CSA as required to facilitate the Technology Upgrade and will do so in accordance with the terms and conditions of the Agreement.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



- b) Service and Supplies. Equipment Service, ink, and print heads are included in the program at no additional charge. Unused Printheads and Inks are the property of CSA and will be returned at the end of the Agreement. Supplies do not include Air Filters, Integrated Knife Assembly, Maintenance Trays, Feed Media Shaft and Take-Up Media Shaft.
- c) Supplies shall be ordered by Customer when needed, and CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon the Equipment's consumption as indicated through the ORS Software and subject to CSA's approval, which shall not be unreasonably withheld. Supplies can only be used for the Equipment listed on the Order Schedule, and CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used solely in the Colorado Equipment set forth on the Order Schedule. This Supplies program does not include media (paper/film/vellum). Reconciliation for overuse of toner/supplies shall be invoiced to and paid by Customer at the rates in effect at the time of such reconciliation and will be calculated based on coverage/use.
- d) In the event that the periodic Allowance is not achieved (the actual net usage for the period is less than the Allowance for the period), one hundred percent (100%) of the unutilized Allowance will be carried forward to the next periodic Allowance.
- e) Replacement of Print Heads during the term of this program shall solely be determined by CSA and, or a CSA authorized service technician.
- f) ORS Software Requirement. The Equipment contains ORS software that allows CSA to access the Equipment remotely ("Remote Software"). Customer authorizes CSA to use the Remote Software to (i) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS (or other) protocol and (ii) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement.

9.0 COLORWAVE TONER BUNDLE PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES THE COLORWAVE TONER BUNDLE PROGRAM, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

- a) Definitions
 - "ColorWave Program" means the ColorWave® Equipment Toner Pearls Cartridge Supplies Program, which shall be identified as "Toner Bundle" in the Contract Type section of an Order Schedule when applicable.
 - "Supplies" means TonerPearls® cartridges.
 - "Supplies Entitlement" means the number of units of TonerPearls cartridges to which Customer is entitled as set forth in the Order Schedule.
- b) ColorWave Program. So long as Customer is not in default, the ColorWave Program entitles Customer to the fixed amount of genuine Supplies set forth in the Order Schedule on an entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Supplies may be used solely with the ColorWave Equipment set forth on the Order Schedule. Supplies will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Any additional Supplies that are required beyond the Supplies Entitlement can be ordered directly from CSA at additional cost to Customer.
- c) Pricing. This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. Should Customer require additional supplies beyond the contracted quantities, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



orders over the fixed contract quantity and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

- d) Term. The ColorWave Program shall be automatically renewed for successive one (1) year terms at CSA's then current charges, for a *pro rata* amount of the Supplies Entitlement based on the Supplies Entitlement for the initial term and under the terms and conditions of the Agreement unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance that the Supplies covered under the Agreement will no longer be available for any subsequent renewal terms. Customer may terminate this Program in any renewal term upon ninety (90) days prior written notice. For prepaid agreements, CSA will refund or credit the *pro rata* price of the remaining term.
- e) Miscellaneous. CSA may refuse shipment of Supplies if Customer is not current on payments or is in default for any other reason. Customer may order Supplies under the Agreement via Order Schedule and/or amendment solely for its own internal use and not for resale. CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used for the internal use of the Customer or Customer's end user or if CSA reasonably believes Supplies are not being used solely with the ColorWave Equipment set forth on the Order Schedule.
- f) Returns. Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization ("RMA") is required prior to any return.

10.0 PROCUT EQUIPMENT SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES PROCUT EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

a. Definitions:

- "Base Machine" means each model of the following: ProCut Table, Conveyor System, Roll-off Unit, Vacuum Generator, Automatic Router Bit Changer (ARC), ICC Camera, Integrated Tool Initialization Tool (ITI) and PC stand.
- "Consumable Parts" means cutting blades, knives, router bits, cutting underlays, scoring wheels and conveyor belts.
- "ProCut Equipment" means the following: Base Machine, the modules and tool inserts set forth herein and Consumable Parts.
- "Preventative Maintenance" means testing, adjusting, cleaning and replacement of components scheduled in accordance with the ProCut Equipment service specifications.
- "Service" means the repair and/or replacement of parts that are determined by CSA to contain manufacturing defects in order to keep the ProCut Equipment in good working order per manufacturer's written specifications provided that repairs can be performed in the field.

- b) WARRANTY. CSA shall provide the limited warranty set forth in the General Terms for the term of the warranty as set forth below
- c) TERM and EXCLUSIONS. The terms set forth in this Section 10.0 (c) shall apply solely to the ProCut Equipment. The warranty period for the Base Machine shall be twenty-four (24) months from the date of installation, and the warranty period for modules and tool inserts (as identified below) set forth in any Order Schedule shall be six (6) months from the date of installation. During the applicable warranty period for the ProCut Equipment, CSA shall provide Service for the ProCut Equipment. CSA shall provide such Service during its normal business hours, at no charge, as determined to be necessary upon inspection by an authorized CSA Service Representative. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i)

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. Preventative Maintenance and the replacement of Consumable Parts are not covered by this warranty. Ground freight charges for parts covered by warranty are included. Expedited shipping charges of such warranty parts are excluded and will be invoiced to Customer separately. Service may be provided by CSA or a third party subcontracted by CSA.

The six (6) month warranty period noted above only applies to modules & tool inserts with the following descriptions/purposes:

- Routing Modules
- Universal Module
- Driven Rotary Tool
- Oscillating Cutting Tools
- Milling Spindles
- Creasing Tools
- Kiss-Cutting Tool
- V-Cut Tool
- Universal Drawing Tool with pen
- Universal Cutting Tool

- d) **POST-WARRANTY PROCUT EQUIPMENT SERVICE.** Upon expiration of the warranty period set forth herein, Customer may purchase Maintenance from CSA for the Base Machine by signing CSA's then-current Maintenance Agreement. Post-warranty Service is not available from CSA for the modules and tool inserts set forth above.

11.0 TC4 SCANNER MODEL TERMS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES TC4 SCANNER EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

The following consumable items for the TC4 Scanner are excluded from Maintenance and the warranty set forth in the Agreement:

<u>Consumable Item</u>	<u>Item Number</u>
Lamp	1060023824
Glass Plate	2954987
Reference Plate	1060010241
Ref Plate Thick Original	1060050272
44" Basic Calibration Sheet	1060021389



CANON SOLUTIONS AMERICA, INC.

RIDER G MASTER LEASE TERMS

CFS -1133H (07/20)

CANON FINANCIAL SERVICES, INC.

14904 Collections Center Dr.

Chicago, Illinois 60693

(800) 220-0200

THESE MASTER LEASE TERMS (the "Lease Terms") apply to any schedule incorporating these Lease Terms by reference whether designated as a "Lease Schedule - Itemized," a "Lease Schedule - Blended" or otherwise (in any case, a "Lease Schedule") entered into by and between Canon Financial Services, Inc. ("CFS") and the customer identified in such Lease Schedule ("Customer") from time to time for the lease or rental, as applicable, to Customer of the Equipment (as defined below) supplied by Canon Solutions America, Inc. ("CSA") and described in such Lease Schedule. Each Lease Schedule referring to these Lease Terms will constitute a separate agreement for the lease of the equipment described therein and shall incorporate these Lease Terms.

1. AGREEMENT: CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.

2. TERM OF SCHEDULE: Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Lease Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.

3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease or rental payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CSA's best estimate of the cost of the Equipment and any related services and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. If a Lease Schedule indicates a "Standard" Price Plan, CSA has the right to increase both (i) the portion of the Monthly Base Charge related to copy charges and (ii) the Per Image Charge on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. **Customer agrees to advise CSA of the meter readings for the Equipment upon request.** Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.

4. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE. So long as Customer is not in breach or default of any Lease Schedule, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY LEASE TERM OR ANY LEASE SCHEDULE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASE TERMS, ANY LEASE SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.

5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).

6. INDEMNITY: Customer shall indemnify and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules.

7. MAINTENANCE: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CSA's terms and conditions, of which Customer acknowledges receipt. Unless otherwise indicated on a Lease Schedule, Customer authorizes CSA to use the imageWARE Remote feature of the Equipment to receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. Customer acknowledges that the charges set forth on the Lease Schedule are contingent on the continued use of imageWARE Remote during the term. If Customer at any time disconnects, disables or denies access to this feature, CSA may increase the charges for such items by 5% for any subsequent billing period in which such feature remains non-operational. If CSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CSA's estimates of meter readings. CSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.

8. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of \$85.

9. LOSS; DAMAGE; INSURANCE: Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the

same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments; (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.

10. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under all Lease Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under any Lease Schedule, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor who is a natural person dies.

11. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

12. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

13. RENEWAL; RETURN: Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

14. PURCHASE OPTION: .A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

15. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is

not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CSA for further information. CSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CSA and CFS applies, or could be construed to apply to Data.

16. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Lease Schedule, in inverse order of maturity, and any excess shall be refunded. If any Lease Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under the Lease Terms and such Lease Schedule.

17. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

18. WAIVER OF OFFSET: The lease created by each Lease Schedule is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the dealer, supplier, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and these Lease Terms and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: EACH LEASE SCHEDULE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

20. MISCELLANEOUS: All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. If any affiliate of Customer shall execute any Lease Schedule, all obligations to be performed by Customer and all such Affiliates shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

21. APPROVED AFFILIATES AND APPROVED SUBSIDIARIES: From time to time, affiliates and subsidiaries of Customer that meet CFS' credit underwriting standards then in effect (each, an "Approved Affiliate" or "Approved Subsidiary") may enter into Lease Schedules hereunder on the same terms and conditions as if each such Approved Affiliate or Approved Subsidiary was the Customer hereunder. Each of Customer and each Approved Affiliate or Approved Subsidiary shall be jointly and severally liable for the obligations under the Schedule(s) entered into by it pursuant to this Agreement.

22. FISCAL FUNDING (if applicable): This Section 22 shall only apply if "Fiscal Funding" is designated on the Lease Schedule. Customer warrants that it has funds available to pay Payments payable pursuant to the Lease Schedule until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the term of Lease Schedule. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Lease Terms and any Lease Schedule. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with each Lease Schedule, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Lease Schedule; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Lease Schedule. In the event Customer returns the Equipment pursuant to the terms of the Lease Schedule, CFS shall retain all sums paid by Customer. Customer's Payment obligations under each Lease Schedule in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in the Lease Terms shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for each Lease Schedule and the Equipment.



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800) 613-2228

MUNICIPAL FISCAL FUNDING ADDENDUM

Unified Lease Agreement # _____

CFS' Application Number: _____

CFS' Agreement Number: _____

Agreement Date: _____

GOVERNMENTAL ENTITY

Complete Legal Name: _____ ("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the Unified Lease Agreement (the "Agreement") between Customer and CSA until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to the Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to the Lessor for the Equipment, Customer may, upon prior written notice to CSA and the Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to the Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to the Lessor due thereafter, provided: (1) the Equipment is returned to the Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to the Lessor under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, the Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CSA and the Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that CSA and the Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED**Canon Solutions America, Inc.****Customer**

By: _____

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Certificate Of Completion

Envelope ID: 2E994B7F6248412B987E5F62B4AE4D0E

Subject: Please DocuSign: UC Purchasing Agmt #2020002755 (12.14.20) final AJM.pdf

Source Envelope:

Document Pages: 152

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeID Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

ESS Document Review

1 Canon Park

Melville, NY 11747-3036

essdocumentreview@csa.canon.com

IP Address: 146.184.0.84

Record Tracking

Status: Original

12/15/2020 6:05:25 PM

Holder: ESS Document Review

essdocumentreview@csa.canon.com

Location: DocuSign

Signer Events

Peter Kowalczyk

pkowalczyk@csa.canon.com

President

Canon Solutions America, Inc.

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



SA4B53CE030E48E...

Signature Adoption: Pre-selected Style

Using IP Address: 67.175.113.156

Signed using mobile

Timestamp

Sent: 12/15/2020 6:10:07 PM

Viewed: 12/15/2020 9:55:47 PM

Signed: 12/15/2020 9:56:03 PM

Electronic Record and Signature Disclosure:

Accepted: 12/15/2020 9:55:47 PM

ID: d449e5a8-afac-4421-8e54-797bd1f5e83c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

ESS Document Review

essdocumentreview@csa.canon.com

CSA

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 12/15/2020 6:10:08 PM

Resent: 12/15/2020 9:56:08 PM

pamela marino

pmarino@csa.canon.com

Assistant, Executive

CSA

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 12/15/2020 6:10:08 PM

Carbon Copy Events

Paul Murphy
Pmurphy@csa.canon.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 12/15/2020 6:10:08 PM
Viewed: 12/15/2020 6:59:48 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Timestamps

12/15/2020 6:10:08 PM
12/15/2020 9:55:47 PM
12/15/2020 9:56:03 PM
12/15/2020 9:56:03 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Canon Solutions America, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Canon Solutions America, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: msinanian@csa.canon.com

To advise Canon Solutions America, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at msinanian@csa.canon.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Canon Solutions America, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to msinanian@csa.canon.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Canon Solutions America, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to msinanian@csa.canon.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Canon Solutions America, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Canon Solutions America, Inc. during the course of my relationship with you.

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Procurement Services

OFFICE OF THE PRESIDENT
1111 Franklin Street, 10th Floor
Oakland, California 94607-5200

NOTICE OF RENEWAL

11/14/2025

Paul Murphy
VP, Major Accts & Vertical Markets
Canon U.S.A., Inc.
pmurphy@cusa.canon.com

RE: Renewal of Purchasing Agreement #2020002755

This letter serves to exercise the first (1st) of the five (5) one (1) year periods renewal option of the above referenced Agreement between the Regents of the University of California and Canon U.S.A., Inc., per the terms stated in section 2a of the Agreement. The term of the renewal shall be through December 15, 2026.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By:

Name: Sean Pamer
Title: Senior IT Category Manager
Date: November 13, 2025



Attachment A - Canon U.S.A., Inc. - Pricing Proposal for Hollywood Burbank Airport - 7/14/2026

#	LOCATION	NEW CANON MODEL	CONFIGURATION	HARDWARE	MAINTENANCE			
				LEASE PAYMENT - MONTHLY - 60 MO. FMV	BASE CHARGE - MO.	COPY ALLOWANCE MO.	B/W COST PER COPY	COLOR COST PER COPY
1	ICT	IMAGEFORCE C5150	50 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$242.34	\$0.00	0	0.0074	0.0458
2	Security and Badging	IMAGEFORCE C5140	40 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$193.86	\$0.00	0	0.0082	0.04809
3	Security and Badging	IMAGEFORCE C5140	40 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$193.86	\$0.00	0	0.0082	0.04809
4	Parking Office	IMAGEFORCE C5150	50 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$242.34	\$0.00	0	0.0074	0.0458
5	APD	IMAGEFORCE C5150	50 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$242.34	\$0.00	0	0.0074	0.0458
6	Environmental	IMAGEFORCE C5140	40 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$193.86	\$0.00	0	0.0082	0.04809
7	HR	IMAGEFORCE C5150	50 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$242.34	\$0.00	0	0.0074	0.0458
8	Board Secretaries	IMAGEFORCE C5170	70 ppm Base Engine, High Capacity Cassette Feeding Unit, Booklet Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$343.44	\$0.00	0	0.0071	0.04465
9	Executive 1	IMAGEFORCE C5170	70 ppm Base Engine, Cassette Feeding Unit, Booklet Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$350.88	\$0.00	0	0.0071	0.04465
10	Executive 2	IMAGEFORCE C5160	60 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$257.27	\$0.00	0	0.0074	0.0458
11	Business and Property	IMAGEFORCE C5150	50 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$242.34	\$0.00	0	0.0074	0.0458
12	Operations - RPT	IMAGEFORCE C5140	40 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$193.86	\$0.00	0	0.0082	0.04809
13	Procurement	IMAGEFORCE C5150	50 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Paper Deck, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$277.20	\$0.00	0	0.0074	0.0458
14	Engineering	IMAGEFORCE C5150	50 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$242.34	\$0.00	0	0.0074	0.0458
15	Accounting	IMAGEFORCE C5160	60 ppm Base Engine, High Capacity Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$260.18	\$0.00	0	0.0074	0.0458
16	Maintenance	IMAGEFORCE C5140	40 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$193.86	\$0.00	0	0.0082	0.04809
17	Operations - Building 36	IMAGEFORCE C5140	40 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$193.86	\$0.00	0	0.0082	0.04809
18	AFD Hangar	IMAGEFORCE C5140	40 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$193.86	\$0.00	0	0.0082	0.04809
19	AFD Building 3 SMS	IMAGEFORCE C5140	40 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$193.86	\$0.00	0	0.0082	0.04809
20	Valet	IMAGEFORCE C5140	40 ppm Base Engine, Cassette Feeding Unit, Inner Finisher, Wireless LAN Board, Install Pak, Connectivity, Basic Training / Tech, Virtual Training	\$193.86	\$0.00	0	0.0082	0.04809
	Enterprise Wide	Uniflow On Line Software	Scan to One Drive, Scan to Web, Secure Release, Reporting	\$523.21				
Total - Monthly Payment - 60 Mo FMV				\$5,210.96				

Terms and Conditions

- 1 UC Omnia Contract language - "Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for the Customer's administrative convenience only and any terms and conditions in this Purchase Order which conflict with or vary from or modify the terms contained in the UC Omnia contract 200200002755 between Canon U.S.A., Inc. and the University of California, shall be deemed null and void."
- 2 Net 30 - Payment Terms
- 3 Purchase Order must be signed
- 4 Purchase Order must state that *Attachment A - Canon U.S.A. Pricing Proposal for Hollywood Burbank Airport dated 7/14/2026 will govern this contract.*
- 5 Taxes are not included
- 6 Lease - All leases for Hardware will bill from: Canon Financial Services, 14904 Collections Center Drive, Chicago Illinois, 60603
- 7 Maintenance - All Maintenance will bill from: Canon U.S.A., Inc., 15004 Collections Center Drive, Chicago Illinois, 60693
- 8 Quotation # for this Proposal and contract is 21578345

For any further information regarding this quotation, please contact:

Marc Mendez
Major Account Executive - Government / Education
Canon U.S.A., Inc.
207 Goode Avenue, Suite 400
Glendale, CA 91203
Cell: 213.369.9233
Email: marmendez@cusa.canon.com

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THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:

Sean Pamer

Sean Pamer (Nov 14, 2025 16:53:44 PST)

Name: Sean Pamer
Title: Senior IT Category Manager
Date: November 13, 2025



Print Good and Services UC Systemwide
Executive Summary

Lead Agency: University of California

Solicitation: # 001811-FEB2020

RFP Issued: April 21, 2020

Pre-Proposal Date: April 27, 2020

Response Due Date: September 13, 2019

Proposals Received: # 6

Awarded to: Canon Solutions America

Agreement No. 202000275

The University of California, Office of the President (UC) issued RFP # 00811-FEB2020 on April 21, 2020 to establish a national cooperative contract to assist UC and national participating agencies, in obtaining the best, most cost-effective and efficient procurement program for MFDs, Laser Printers, related goods, services and supplies.

The Regents of the University of California partnered with OMNIA Partners to include a national cooperative purchasing opportunity:

The purpose of this Request for Proposal (the "RFP") is to invite qualified Printer Manufacturers ("Supplier(s)") to prepare and submit proposals to the University of California ("UC") to provide multifunction devices ("MFDs") with copy, print, scan and optional fax functionality, and/or Laser Printers, along with products and support ("Print Goods and Services") all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in this RFP. The UC has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement which public agencies, across the country, will be able to utilize.

The overall objective of this RFP is to select a Supplier, or multiple Suppliers, to assist UC, and national participating agencies, in obtaining the best, most cost-effective and efficient procurement program for MFDs, Laser Printers, related goods, services and supplies. In addition, Qualified proposers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a business alliance with UC and OMNIA Partners, that will maximize the resources of both organizations to most effectively meet national participating agencies', and the UC's, needs.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- CalUSource website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On June 5, 2020 proposals were received from the following offerors:

- Canon Solutions America
- Hewlett Packard (HP)
- Konica Minolta Business Solutions
- Ricoh Americas Corporation
- Sharp Electronics
- Toshiba America Business Solutions
- Xerox Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that Canon Solutions Americas demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members. UC executed a purchasing agreement on December 15, 2020.

Contract Highlights:

Canon (CSA) provides industry leading enterprise, production, and large format printing solutions, supported by exceptional professional service offerings. CSA helps companies of all sizes improve sustainability, increase efficiency, and control costs through high volume, continuous feed, digital and traditional printing, and document management solutions.

Contract includes:

CSA full catalog offering for the purchase and/or lease of multifunction devices (MFDs) with copy, print, scan, and optional fax functionality, and/or Laser Printers, along with related products as well as managed print solutions. Additional services include hard drive removal and accessory installation/maintenance.

Term:

Initial five (5) year agreement from December 16, 2020 through December 15, 2025 with the option to renew for five (5) additional one-year periods through December 15, 2030.

Pricing/Discount:

Minimum discount off MSRP for purchase. Refer to price schedule for optional lease and service cost.

OMNIA Partners, Public Sector Web Landing Page:

<https://public.omniapartners.com/suppliers/canon-solutions-america/contract-documentation#c36035>

APPENDIX D

BURBANK WATER AND POWER Electrical Interconnection and Metering Agreement for Solar Electric Generating Facilities and/or Battery Energy Storage Systems

This Electrical Interconnection Agreement for Net Energy Metering from Solar Electric Generating Facility and/or Battery Energy Storage System (this "Agreement") is made and entered into this ____ day of _____, 20____, by and between _____ ("Customer") and the City of Burbank, through its Burbank Water and Power (BWP), referred to collectively as "Parties" or individually as "Party."

The Parties agree as follows:

Section 1. Applicability and Definitions

This Agreement provides the requirements for Customer to interconnect and operate Solar Electric Generating Facilities (SEG) (Interconnection Type A) or stand-alone Battery Energy Storage Systems (BESS) of up to 1.0 MW (Interconnection Type C) or combination of both SEG and BESS (Interconnection Type B) onsite at a Customers' premises in parallel with the BWP Distribution System in order to serve a portion or all of the Customer's electrical loads. The term "BWP Distribution System" means all electrical wires, wires, equipment, and other facilities owned or provided by BWP other than customer-owned interconnection facilities, by which BWP provides electrical distribution service to its customers, including the Customer. Net Metering is applicable only to customers who satisfy all requirements of the definition of an "Eligible Customer-Generator" as set forth in Section 2827 of the California Public Utilities Code on the effective date of this Agreement (such customers that satisfy all such requirements, referred to herein as "Net Metering Customer"). SEG capacity shall be limited to a maximum of 100% of the customer's consumption for a full twelve-month period immediately prior to the execution of this Agreement. BESS when combined with SEG shall be rated as close to the SEG kW rating as standard battery sizes permit but not to exceed 150% of the SEG kW rating. BESS stand-alone systems size are limited by the rating of utility equipment serving the customer's premises and will NOT BE PERMITTED TO EXPORT energy to the BWP Distribution System.

Section 2. Description of Solar Electric Generating Facility or Battery Energy Storage System or Both

Customer can elect to interconnect and operate a solar electric generating facility or a battery energy storage system or both located on Customer's owned, leased or rented premises within the City of Burbank and operate it in parallel with BWP's electric grid, so long as such interconnection and operation complies with all conditions and requirements set forth in this Agreement. Customer represents that these facilities are intended primarily to offset all or part of the Customer's own electrical requirements.

2.1 The Facility shall consist of photovoltaic electricity-generating modules, a battery energy storage system (if Interconnection Type B or C is selected below), electrical controls, an inverter, automatic disconnect(s), manual disconnect(s), and wiring to connect all of the above to BWP's electricity distribution system at BWP's meter.

2.2 Interconnection Type

Please select applicable Interconnection Type

A. Solar Electric Generating Facility Only ☒

B. Solar Electric Generating Facility and Battery Energy Storage System ☐

C. Battery Energy Storage System Only ☐

2.3 Solar Electric Generating System Size (CEC AC kilowatts)
_____ 348.14 _____ kW

2.4 Expected Annual Generation from Solar Generating Facility:
_____ 657,400 _____ kWh

The most recent 12 months of energy consumption shall be used to determine the proper size of the photovoltaic system which should not exceed customer's prior 12 months of consumption.

2.5 Battery Energy Storage System Rated Output
_____ N/A _____ kW

2.6 Battery Energy Storage System Rated Capacity:
_____ N/A _____ kWh

2.7 Inverter Manufacturer and Model Number
_____ Chint Power Systems / SCA50KTL-DO/US-480 _____

2.8 Inverter Rating (kW_{AC}) (Total kW where Facility consists of more than one inverter)
_____ 300 kWAC _____

2.9 DC Source Rating (kW_{DC}) (Total kW where Facility consists of more than one inverter)
_____ 375.15 kWDC _____

2.10 Facility Address:

_____ 2827 N Hollywood Way, Burbank CA _____

2.11 Customer's Phone Numbers

Home () _____ Cell () _____

Work () _____

2.12 The Facility expects to begin operation on or about this date: 8/24/2026

2.13 Specific location of lockable and utility accessible Inverter, A/C disconnection devices and so forth located conspicuously on the property:
Terminal D roof and electric room. Additionally, South Substation yard

2.14 BWP Utility Account Number: 8362176568

Section 3. Facility Operation

3.1 Customer shall construct, design, install, operate, and maintain the Facility in a manner consistent with the normal and safe operation of the electrical distribution system owned and operated by BWP and consistent with the terms of this Agreement.

3.2 Customer understands, accepts, and agrees that connection and operation of the Customer's Facility shall be subject to the terms and conditions set forth in this Agreement and in BWP's Rules and Regulations for Utility Service, as now in effect or as the same may be amended from time to time (the "Rules"). Any conflict between this Agreement and Rules will be governed by the terms of the Rules.

Section 4. Billing and Credits for Net Energy Generation – Interconnection Types A and B

4.1 Customer shall be billed for electrical service and credited for net energy generation, if any, as provided in Section 2827 of the California Public Utilities Code.

4.2 Customer may elect to either receive annual payment from BWP for any net energy generation under the terms and conditions set forth in Assembly Bill 920 of 2009 or Customer may elect for any kWh credit to roll over indefinitely.

Section 5. Interruption or Reduction of Deliveries

5.1 BWP shall not be obligated to accept, and BWP may require Customer to interrupt or reduce, deliveries of energy to BWP:

- (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of BWP's equipment or part of BWP's Distribution System; or

- (b) if BWP determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of an emergency, forced outage, Force Majeure, or compliance with prudent electrical practices.
- 5.2 Notwithstanding any other provision of this Agreement, if at any time BWP, in its sole discretion, determines that the Facility may endanger BWP personnel or members of the general public, or that the continued operation of the Facility may impair or otherwise negatively affect the integrity of BWP's Distribution System, BWP shall have the right to disconnect the Facility from BWP's Distribution System.
- 5.3 The Facility shall remain disconnected until such time as BWP is satisfied that the condition(s) referenced in Section 5.2 have been corrected, and BWP shall not be obligated to compensate Customer for any loss of generation or energy during any and all periods of such disconnection.
- 5.4 Customer SEG, BESS or combination of both, may automatically reconnect its Facility to the BWP Grid after normal power restoration following an outage and/or interruption without notifying BWP, provided that the SEG, BESS or combination of both ensures that these systems are anti-islanding compliant in accordance with the current releases of IEEE 1547, and UL 1741. BWP reserves the right to require that the Customer's system does not automatically reconnect if BWP notifies Customer in advance that there is a reasonable possibility that reconnection would pose a safety hazard.
- 5.5 If BWP has disconnected Service to the Facility or has notified Customer that reconnection may pose a safety hazard, Customer may call BWP at (818) 238-3582 to request authorization to reconnect the Facility.

Section 6. Interconnection

- 6.1 Customer shall not connect the Facility, or any portion of it, to BWP's distribution system, until written approval of the Facility has been given to Customer by BWP.
- 6.2 Customer shall deliver energy from the Facility to BWP at BWP's meter located on Customer's premises. **(Applicable to Interconnection Types A and B only).**
- 6.3 Customer, and not BWP, shall be solely responsible for all legal, regulatory and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws, regulations, and electrical codes.
- 6.4 BWP shall own, operate and maintain on Customer's premises a net revenue meter capable of registering the flow of electricity in two directions. If the existing Customer electrical revenue meter is not capable of measuring the flow of electricity in two directions, BWP shall purchase and install such a meter. **(Applicable to Interconnection Types A and B only).**

- 6.5 BWP shall own, operate and maintain on Customer's premises a Solar Performance meter capable of measuring power quality and solar output and automatically reporting this information to BWP. The Solar Performance meter panel and meter must be installed prior to interconnection of the Facility to BWP's distribution system. **(Applicable to Interconnection Types A and B only).**
- 6.6 BWP shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Facility. Customer shall notify BWP at least five (5) working days prior to such inspection.

Section 7. Design Requirements

- 7.1 Customer's Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with BWP's distribution equipment, shall be designed, installed, constructed, operated, and maintained in compliance with this Agreement.
- 7.2 The Facility shall conform to all applicable safety and performance standards established by the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), accredited testing laboratories such as Underwriters Laboratories, and applicable building codes.
- 7.3 The Facility shall meet the following specific design requirements:
- (a) It shall automatically detect and isolate from the BWP source without any intentional delay within five cycles under the following conditions:
 - i. Overvoltage +5 percent above the nominal AC supply
 - ii. Undervoltage -5 percent below the nominal AC supply
 - iii. Overfrequency +1 Hz above 60 Hz on AC supply
 - iv. Underfrequency -1 Hz below 60 Hz on AC supply
 - v. AC overcurrent relay, circuit breaker, or internal fusing that will operate when the AC current is greater than the full load current.
 - (b) Inverter output distortion shall meet IEEE 519 standards.
 - (c) In the event of inverter control failure, the DC contactor must return to the normally open condition.
 - (d) A lockable and accessible disconnect switch acceptable to BWP must be clearly labeled as described in the National Electric Code (NEC) and conspicuously located

shall be provided and maintained by Customer. The location of the disconnect switch shall be as described in Section 2.13.

- (e) The Facility and subcomponents must be tested for islanding in conformance with current releases of IEEE 1547 and UL 1741 and the test result confirmed in writing by BWP.
- (f) The Facility shall be equipped with a lightning surge arrestor, if required by the City's Building Official.
- (g) The circuit and breaker feeding the inverter must be clearly identified inside the electrical main or sub-panel as described in the NEC.

Section 8. Battery Energy Storage System Requirements

The following requirements are applicable to “Battery Energy Storage Systems”.

- 8.1 Customer must provide one of the following:
 - (a) Proof that battery storage is designed and built to store energy produced by the solar electric generating facility only. Battery storage system CANNOT be charged by the grid. (Interconnection Type B)
 - (b) Non-Export Protective device. (Interconnection Type C only)
- 8.2 Total aggregate Inverter/Battery storage system rating for Facilities with more than one inverter must not exceed 150% of the solar generating system’s CEC-AC kW rating.
- 8.3 The BESS shall be sized such that the Customer does not exceed its installed service size (Ampere rating).

Section 9. Non-Export Requirements for “Battery Energy Storage Systems Only”

The following requirements are applicable to “Battery Energy Storage Systems Only”.

- 9.1 A reverse-power protection device must be installed.
- 9.2 The connected inverter must be certified as non-islanding, and incidental export of power must be limited by the design of the interconnection.
- 9.3 Inadvertent Export:
Inadvertent export is a situation where the customer’s load drops unexpectedly, and the on-site generation or battery cannot ramp down quickly enough to adjust to the new load. In this situation there may be a few seconds of production that cannot be used on-site because the load is no longer there. In those situations, the ability to deal with inadvertent exports for those few seconds is critical for maintaining the balance of the system. In

these situations, the battery system functions as a non-exporting system, but the ability to inadvertently exports in these rare occasions provides the customer with the ability to install systems that help them manage their on-site needs more effectively and potentially reduce the stress on the system.

BWP will permit inadvertent export provided that the export of real power from the small generating facility in any single event for a duration exceeding 30 seconds and of a magnitude no more than the generating facility's gross nameplate rating multiplied by 0.1 hours per day over a rolling 30-day period (e.g., for a 100 kVA gross nameplate BESS facility, the maximum energy allowed to be exported for a 30 day period is 300 kWh). Any export of energy under this section will not be credited to the customer's bill.

Section 10. Maintenance and Permits

- 10.1 Customer shall maintain the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, the design requirements of Section 7 above.
- 10.2 Customer, at Customer's sole expense, shall obtain and possess all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design, operation and maintenance of the Facility. **Customer understands that this Agreement does not constitute a permit to construct or install the Facility and that a permit must be obtained from the Building Division of the City of Burbank.**
- 10.3 Customer shall reimburse BWP for any and all losses, damages, claims, penalties, or liability BWP incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Facility.
- 10.4 Customer shall submit to BWP any new modification for review and approval, prior to construction.

Section 11. Access to Premises

BWP may enter Customer's premises without prior notice to inspect, at all reasonable hours, the Facility's protective devices, to read or test any meter for the Facility, or to disconnect the Facility pursuant to Section 5 of this Agreement.

Section 12. Indemnity and Liability by Customer

Customer shall indemnify and hold the City Of Burbank ("City"), its directors, officers, agents and employees harmless against all loss, damage, expense and liability to third persons for injury to or death of persons or injury to property caused by or arising out of the design, construction, installation, ownership, maintenance, or operation of the Generating Facility, provided that Customer's indemnity obligation shall not apply to any loss, damage, expense or liability caused by or arising out of the sole negligence or willful misconduct of the City or its directors, officers,

agents and employees. Customer shall, upon the City's request, defend any suit asserting a claim covered by this indemnity.

Section 13. Insurance

To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement. BWP and the City shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. In the event the solar generating system is greater than 30 kW (CEC AC), such insurance shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to BWP prior to cancellation, termination, alteration, or material change of such insurance.

Section 14. Rates and Billing

14.1 Customer's otherwise applicable tariff (Rate Schedule) or "Rate Schedule" means the Rate Schedule in BWP's published Electric Rules and Regulations that would otherwise apply to Customer from time to time in the absence of this Agreement.

14.2 Customer is responsible for paying all charges in the applicable Rate Schedule including the minimum charge, service charge and demand charge, when applicable, regardless of Customer's monthly or annual net generation.

14.3 The following are applicable to Interconnection Types A and B only:

- a) All rates charged will be in accordance with Customer's otherwise applicable tariff (Rate Schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the electricity supplied through the electric grid to the Customer and the electricity generated by Customer's Generating Facility and fed back to the electric grid over the one-month billing period as described in Subsection 14.4 below.
- b) The customer will be billed on a monthly basis. The monthly Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to the Customer and the electricity generated by the Customer and fed back to the grid over a normal one-month billing period. At the end of each one-month billing period following the date of first interconnection, BWP shall determine if Customer was a net consumer or a net producer of electricity. In the event the electricity supplied by BWP during the one-month period exceeds the electricity generated by Customer during the same period, Customer is a net energy consumer.
- c) If Customer is a net energy consumer, BWP shall bill Customer for the net energy consumption during such billing period based on the Customer's otherwise applicable Rate Schedule and Customer shall pay for such net energy consumption monthly in accordance with Customer's monthly billing statement. If Customer elects, any excess

kilowatt-hours generated during the billing cycle and stored in the net meter, shall be carried over to the following billing period indefinitely or until the account is closed.

- d) If Customer's Rate Schedule employs "time of use" rates, any net monthly consumption of electricity shall be calculated according to the terms of the applicable Rate Schedule. When Customer is a net generator during any discrete time of use period, the net kilowatt hours produced shall be valued at BWP's electric rate applicable to that specific time period.
- e) If Customer's Rate Schedule employs tiered rates, any net monthly consumption of electricity shall be calculated according to the terms of the Rate Schedule. If Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the cost of power to BWP during that billing period, and if the number of kilowatt-hours generated exceeds the baseline quantity, the excess shall be valued at the same price per kilowatt-hour as BWP would charge for electricity over the baseline quantity during that billing period.
- f) BWP shall provide residential Customers with Solar Performance and Net Energy Metering consumption information on a monthly basis.
- g) If Customer terminates service under this Agreement prior to the end of any calendar year period, BWP shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, if any, and adjust the excess energy to zero, if any.

Section 15. Governing Law

The laws of the State of California shall govern this Agreement.

Section 16. Amendment, Modifications or Waiver

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

Section 17. Notices

All written notices shall be directed as follows:

Burbank Water and Power
164 West Magnolia Blvd.
Burbank, California 91502

Customer: Customer's name and address as shown in Section 2.

Customer's notices to BWP pursuant to this Section must refer to the Facility Identification Number set forth in Section 2.

Section 18. Term of Agreement and Termination

- 18.1 This Agreement shall be in effect when signed by the Customer and BWP.
- 18.2 This Agreement shall remain in effect until terminated as provided herein. Upon termination, the Generating Facility shall be permanently disconnected from the BWP distribution system.
- 18.3 Customer may terminate this Agreement at any time upon providing thirty (30) days prior written notice to BWP.
- 18.4 BWP may terminate this Agreement for Customer's breach of any material term. BWP shall give thirty (30) days written notice of such termination to Customer. When necessary to protect the safety of its employees or the general public, notice of less than thirty days may be given, provided the notice period is reasonable under the circumstances.

Section 19. Assignment Prohibited

This Agreement is personal to Customer and may not be assigned without the written consent of BWP.

Section 20. Understanding

This Agreement contains the entire understanding between the Parties and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter hereof. There are no other promises, terms, conditions, obligations, understandings, or agreements either written or oral between the Parties with respect to the subject matter hereof. Any amendment, alteration or modification to this Agreement shall be in writing and approved by both Parties.

Section 21. Successors and Assigns

This Agreement is and shall be binding on all successors and assigns of each of the Parties hereto without the necessity of any further documentation.

Section 22. Limitation on Liability

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY OF BURBANK (INCLUDING ANY OF ITS DEPARTMENTS, EMPLOYEES, OFFICERS OR AGENTS) SHALL NOT BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF

SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THE CITY OF BURBANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Customer

Burbank Water and Power

Signature

Signature

Print Name

Print Name

Title

Title



End User Paper Work

Chargers

Serial #:

Map Visibility: Yes ☒ No ☐

EVSE Accessibility: Public ☒ Private ☐

Primary Contact for Account/Dashboard Access

Name: Armen Avoyan

Address: 2827 N Hollywood Way City, State, Zip: Burbank, CA 91505

Phone: 818-840-8840 Email: aavoyan@bur.org

Additional Delegates

Name/Email:

Sonia Perez/sperez@bur.org

Primary Contact for Invoice

Name: Armen Avoyan

Address: 2827 N Hollywood Way City, State, Zip: Burbank, CA 91505

Phone: 818-840-8840 Email: aavoyan@bur.org

Primary Contact for Reporting & Payment Remittance

Name on check for Remittance Payment (Matches W-9)

Name: Burbank-Glendale-Pasadena Airport Authority

Address: 2627 N Hollywood Way City, State, Zip: Burbank, CA 91505-1062

Phone: 818-840-8840 Email: ggevorgyan@bur.org

Primary Contact for Day to Day operations of Charging Stations

Name: Armen Avoyan

Address: 2827 N Hollywood Way City, State, Zip: Burbank, CA 91505

Phone: 818-840-8840 Email: aavoyan@bur.org

End User/Host Acceptance:

Client Signature: _____ Date: _____

Print Name & Title _____

The purchase/use of equipment hereunder is governed by the standard terms and conditions available at <https://blinkcharging.com/legal/terms-of-use> and <https://blinkcharging.com/legal/terms-and-conditions-of-purchase>

The purchase/use of Blink Network Services hereunder is governed by the standard terms and conditions available at <https://blinkcharging.com/legal/blink-network-terms-and-conditions>

Please provide the organization's W-9 and Tax-Exempt Certificate when returning the document to Blink.



Order Form Number: Q-86203	Date: 08/29/2025
Customer Name & Address Name: Burbank–Glendale–Pasadena Airport Authority Address: 2627 N. Hollywood Way, Burbank, CA 91505 Facility Name: Hollywood Burbank Airport Facility Address: 2827 N Hollywood Way, Burbank, California 91505-1062	Customer Contact Information Name: Armen Avoyan Email: Aavoyan@BUR.org
FlashParking, Inc. ("Company")	Company Contact Information: Name: Mike Brill Email: mike.brill@flashparking.com

FLASH OS™ General Information:

The FLASH OS platform is comprised of a number of different products and solutions. Those products on the applicable quote are being ordered by Customer as Flash Offerings or Services in accordance with the Terms and Conditions (as defined below) for the pricing terms set forth herein.

Flash OS Portal. You will be granted a limited non-exclusive revocable license to access and use the Flash OS Portal (the "Portal"). For certain products, the Portal provides all of the back-end functions necessary to run the Flash OS, including access to a 24/7 call center, payment processing, product management and financial reporting.

Payment Gateway Services. If Flash is providing Payment Gateway Services to Customer, additional terms and fees may apply as set forth in the applicable payment services addendum attached hereto.

Warranty: The warranty is as set forth in Section 11 (Limited Warranty; Disclaimers; Limitation of Liability; Remedies) of the Terms and Conditions and the Disclaimers.

Initial Term: 12 Months

Payment Terms: All payments are to be made by check or by electronic funds transfer (EFT), automated clearing house (ACH), wire transfer, or other secure electronic payment method acceptable to the Company. Payments made by check must be sent via certified mail to the Company's designated lockbox at Chase, P.O. Box 735582, Dallas, TX 75373. Overnight check payments may be sent to FlashParking, Inc., Attn: Accounts Receivable, 2500 Bee Caves Rd., Bldg. III, Ste 400, Austin, TX 78746. All checks must reference the applicable invoice order number. Payments made by electronic funds transfer, ACH, or wire transfer shall be made to the Company's designated financial institution using the account information provided by the Company on such invoice.

Upon signing this Order Form, Customer shall be invoiced and pay for 50% of the Purchase Price. Customer shall be invoiced for an additional 40% of the Purchase Price upon delivery of the Equipment at Facility Address set forth above. Customer shall be invoiced and pay the final 10% of the Purchase Price upon successful completion of the Commissioning Services. Monthly Recurring Payments will be invoiced monthly in arrears starting upon successful completion of the Commissioning Services.

Notwithstanding the foregoing payment schedule and anything to the contrary in this Order Form, Customer hereby delegates to its contractor, Taft Electric (the "Contractor"), the payment of all invoices for the Purchase Price attributable to the Initial Term, and directs that such invoices shall in the first instance be issued to the Contractor for payment on Customer's behalf. Customer's execution of this Order Form is required to authorize and acknowledge the Flash Offerings and Services described herein. Such delegation shall not relieve Customer of its underlying payment obligation, and in the event the Contractor defaults on, or otherwise fails to make, any payment of the Purchase Price for the Initial Term when due, Customer shall remain responsible for, and shall promptly pay, any such unpaid amounts upon written notice from the Company. The Company shall be entitled to pursue payment from the Contractor and Customer in any order. For the avoidance of doubt, this delegation is limited to the Initial Term only, and all amounts due for any Subsequent Term or renewal, including all Monthly Recurring Payments and any recurring software or license fees billed following the Initial Term, shall be invoiced to and be the sole payment responsibility of the Customer.

Scope of Agreement; Software Only (This Order Form): The Parties acknowledge and agree that these Terms and Conditions are intended to govern this Order Form and any future Order Forms entered into by the Parties that reference these Terms and Conditions. Notwithstanding anything to the contrary, solely with respect to this Order Form, this Agreement governs the license and provision of Software and related Subscription Services only, and the procurement, delivery, and installation of any Equipment or hardware, and any related Installation Services and Commissioning Services, are outside the scope of this Order Form and shall be governed exclusively by a separate equipment and installation agreement between the applicable parties. Solely with respect to this Order Form, to the extent any provision of this

Agreement addresses, imposes obligations or liability with respect to, or otherwise conflicts with the terms governing the procurement, delivery, installation, or commissioning of Equipment or hardware, such provision shall be void and of no force or effect as between the Parties. For the avoidance of doubt, this software-only limitation applies only to this Order Form; any future Order Form that references these Terms and Conditions may include Equipment, hardware, Installation Services, and Commissioning Services, and in such case the full terms of this Agreement, including all provisions governing Equipment, hardware, Installation Services, and Commissioning Services, shall apply to and govern such future Order Form except to the extent expressly modified therein.

Product Type	Monthly Recurring Payments	Purchase Price
Software – Term 12 Months	-	\$27,228.00
Installation	-	\$199.00
Implementation	-	\$0.00
Subtotal (before applicable taxes)	\$0.00	\$27,427.00

Following the Initial Term, monthly SaaS software fees will be billed at the current rates, subject to the annual increase set forth in Section 4.1.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PURCHASE AND USE OF ANY FLASH OFFERINGS AND SERVICES FROM THE COMPANY ARE SUBJECT TO THE FLASH OS™ LICENSE, SERVICE AND PRODUCT USAGE TERMS AND CONDITIONS AS SET FORTH BELOW (THE "TERMS AND CONDITIONS"). ANY CHANGES TO THE TERMS AND CONDITIONS SHALL REQUIRE A WRITTEN AMENDMENT SIGNED BY BOTH PARTIES. CAPITALIZED TERMS USED HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED THERETO IN THE TERMS AND CONDITIONS.

EACH OF THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS AND THE TERMS SET FORTH IN THIS ORDER FORM, DATED AS OF THE DATE SET FORTH ABOVE.

FLASHPARKING, INC.

Burbank–Glendale–Pasadena Airport Authority

BY: 

BY: _____

NAME: Brian Salowiec

NAME: _____

TITLE: AVP- West

TITLE: _____

FLASH OS™ License, Service and Product Usage Terms and Conditions

These License, Service and Product Usage Terms and Conditions (the "Agreement" or "Terms and Conditions", which shall include any and all schedules, addendums, or attachments incorporated herein, as well as all amendments or supplements of such documents and the Agreement) is entered into and effective as of the date of successful completion of the Commissioning Services (the "Effective Date") by and between FlashParking, Inc., a Delaware corporation, Flash Infrastructure Financing I, LLC, a Delaware limited liability company, or any of their Affiliates (as applicable, "Flash" or the "Company") and the customer listed on the Order Form ("Customer"). Flash and Customer at times are each referred to herein as a "Party" and, collectively, as the "Parties."

This Agreement sets forth the terms and conditions governing Customer's purchase of any configuration of Equipment, Services, and Software (each as defined below, and collectively "Flash Offerings").

An Order Form will provide, where applicable, a description of the Flash Offerings to be provided by Flash and the consideration to be paid for by Customer for the same.

Supplemental terms and conditions necessary for certain Flash Offerings may be included in an addendum to this Agreement. In the event of a conflict between the terms of any Order Form, addendum, attachment, or any other agreement or communication between Customer and the Company, this Agreement shall supersede, govern and control to the extent of the inconsistency, unless expressly stated otherwise.

NOW THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 Description of the Flash OS System

- 1.1 Kiosks, gates, ticket dispensers, scanners, RFID readers, electric vehicle supply equipment, cameras and other hardware and accessories to be delivered to Customer as specified in the relevant Order Form and any additional Order Forms entered into by the Parties from time to time shall be referred to as "Equipment".
- 1.2 Any programmed code contained within the Equipment or used by Flash in the delivery of any of the Services shall be referred to as "Software" and may be further described in the Order Form and additional terms may apply pursuant to attachments thereto.
- 1.3 Flash may provide the services set forth below (collectively, the "Services") which shall be further described in an Order Form according to the Customer's purchase. The Services may include:
 - 1.3.1 installation, electrical, cabling, and related services required to place the Flash Offerings into service at Customer's sites ("Installation Services");
- 1.4 consulting, administrative, and technical services ("Professional Services");
 - 1.4.1 hosted subscription services provided by Flash through the Flash portal, FlashParking.com website, through any mobile application offered by Flash, or through any other means by which Flash chooses to deliver the Software in the future ("Subscription Services");
 - 1.4.2 merchant payment services for use with the Equipment and Services by means of a credit card, debit card, prepaid card, gift card, loyalty card, discount card or other means of payment, including crediting or debiting such cards ("Payment Gateway Services"). Payment Gateway Services will conform at all times to applicable laws pertaining to PCI compliance. Payment Gateway Services are rated as a DSS Level 1 for PCI Compliance.
 - 1.4.3 Final inspection, configuration, start-up, testing and enrollment services required to bring the Equipment and Services into full operation, including confirming appropriate interface/communications with the Flash data center(s) ("Commissioning Services").
- 1.5 Additional Services and other Flash Offerings may become available over time and a description thereof and any necessary terms and conditions related thereto will be included in an addendum to this Agreement.
- 1.6 Flash may subcontract any Service in whole or in part to subcontractors selected by Flash. Any subcontractors will be required to comply with this Agreement and Flash will be responsible for their performance. Customer shall cooperate and assist Flash and its subcontractors as reasonably requested by Flash to facilitate the provision of such Services as described in the applicable Order Form.

- 1.7 The Parties shall cooperate so Flash can provide Installation Services in an efficient and timely manner.
- 1.7.1 In the event any Installation Services are completed by a third-party not directly under Flash's supervision (excluding, for the avoidance of doubt, any subcontractor engaged by Flash): (a) Flash will not bear any risk associated with, the Installation Services and (b) Customer warrants that the Installation Services will be and are consistent with Flash specifications and all documentation, requirements, and procedures made available to Customer.
- 1.7.2 The cost of obtaining all required local electrical/site/construction licenses, permissions, and permits, necessary to allow the installation to lawfully proceed shall be Customer's responsibility.
- 1.8 Commissioning Services shall follow Flash's standard procedures to confirm the Flash OS operates in conformance with the terms of this Agreement. Failures caused by Flash shall be rectified solely at Flash's cost. Failures caused by the Customer may be rectified by Flash at Customer's sole expense and Flash will bill Customer using Flash's then-standard commercial time and materials rates. This includes travel and per diem expenses and shall be payable to Flash in accordance with the payment terms of the Agreement.
- 1.9 Either Party may request changes to the Professional, Installation and/or Commissioning Services to be provided by Flash (a "Change Order"). Once the Parties agree to a Change Order, Flash will prepare a written description of the agreed-upon changes, including additional fees to be charged, which must be signed by both Parties before it is binding on the Parties. While the Parties are discussing a Change Order request, Flash may continue to work in accordance with the existing Order Form.

2 General Use; Use Restrictions

- 2.1 Subject to the terms and conditions set forth in any Order Form, Customer is hereby granted a restricted, limited, revocable, non-transferable, non-exclusive license to use the Flash Offerings solely for Customer's own internal business purposes. Customer access will be limited to the permitted users identified by Customer, each of whom is an employee or authorized agent or contractor of Customer. Customer's rights are personal, non-transferable, non-sub licensable, and non-exclusive. Customer's use of the Flash Offerings is limited to the scope of the license granted herein and this Agreement does not permit Customer to use the Flash Offerings other than as provided herein. Customer acknowledges that the Flash Offerings include and constitute Proprietary Information (as defined below) of FlashParking and/or its licensors. Customer's access to Flash OS may be terminated and this license revoked by Flash upon any breach by Customer of this Agreement or any additional terms and conditions that may be set forth in separate Order Forms, attachments, or other valid documents provided to Customer. Any license granted to Customer pursuant to this Section 2 shall automatically expire immediately upon the termination or expiration of this Agreement.
- 2.2 Except as expressly permitted herein or in any applicable Order Form, Customer will not alter, modify or adapt any Flash Offerings. This includes but is not limited to: (a) translating or creating derivative works of the Offerings or any data or content contained therein; or (b) licensing, sublicensing, distributing, reselling, leasing, permitting access to, publishing, commercially exploiting, disclosing or otherwise transferring or making the Flash Offerings available to any other person or organization. Customer agrees that any user identifications, passwords or other entitlement information related to Customer's authorized users shall be maintained in confidence and used only by the user to which such information is assigned. Customer agrees to use the Flash Offerings only as expressly permitted by this Agreement and in accordance with all applicable laws, rules and regulations. Customer shall have no rights or license of any kind with respect to the Flash Offerings other than as set forth in this Agreement. Customer agrees that, upon reasonable notice during the term of this Agreement, Flash may, at its sole discretion, request documentation from Customer to confirm that Customer is compliant under the terms and conditions of this Agreement.
- 2.3 Customer shall not access the Flash Offerings (a) to build or improve a competitive product or service, (b) to build or improve a product using similar ideas, features, functions or graphics of the Flash Offerings, (c) to copy any ideas, features, functions or graphics of the Flash Offerings, (d) to monitor its availability, performance, or functionality, (e) for any other benchmarking or competitive purposes or (f) to knowingly or negligently permit other individuals or entities in order to any of the foregoing.
- 2.4 Customer shall not restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Flash Offerings, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information.

- 2.5 Flash shall be entitled to recover from the Customer, in addition to any other rights and remedies it may have, all reasonable costs and expenses, including without limitation all attorneys' fees if Flash is required to bring any action or suit to enforce Flash rights hereunder or to pursue any remedies as a result of Customer's violation of the terms and conditions in the Agreement.
- 3 Confidential Information, Proprietary Information, and Intellectual Property Rights**
- 3.1 All material, non-public, business-related information of or relating to Flash or the Flash Offerings, written or oral, whether or not it is marked "Confidential", that is disclosed or made available to Customer, directly or indirectly, through any means of communication or observation is "Confidential Information".
- 3.2 Information owned by Flash to which Flash claims a protectable interest under law, which includes Confidential Information, shall be "Proprietary Information". The following information, all as reasonably substantiated by documentation, however, is not Proprietary Information and Customer is not restricted as to its use or disclosure: (a) information already in the possession of, or already known to, the Customer as of the Effective Date, and not under any other obligations of confidentiality due to any other agreements between the Parties; (b) information that enters the public domain after the Effective Date, or which, after such disclosure, enters the public domain through no fault of the Customer; (c) information lawfully furnished or disclosed to the Customer by a non-party to this Agreement without any obligation of confidentiality; (d) information independently developed by any Party without use of any Proprietary or Confidential Information; or (e) information that is explicitly approved for release by Flash.
- 3.3 Customer agrees to hold in confidence all Proprietary Information that it receives from Flash. Customer will not disclose any of Flash's Proprietary Information to any party or person whatsoever unless it is a Customer employee or agent that is on a need to know basis for such Proprietary Information consistent with the purpose for which it was disclosed. Customer will only use Flash's Proprietary Information for the purpose for which it was originally disclosed. Customer is not permitted to directly or indirectly, under any circumstances, use any of Flash's Proprietary Information for any purpose that is in any way detrimental to Flash. This includes, but is not limited to, contracting with Flash's employees, consultants, contractors, vendors or partners to provide services to Customer similar to those provided to Customer by Flash. Customer shall take reasonable precautions to protect the confidentiality and value of Flash's Proprietary Information, including measures to prevent loss, theft and misuse. Customer shall immediately give notice to Flash of any unauthorized use or disclosure of Flash's Proprietary Information. Customer agrees to assist Flash in remedying any unauthorized use or disclosure of Proprietary Information caused by such Customer. Customer acknowledges expressly that each and every one of its employees and agents are bound to the terms and conditions of this Agreement and that Customer is solely responsible for any breach of this Agreement by any of its representatives including, without limitation, any improper use or disclosure by its representatives of Flash's Proprietary Information.
- 3.4 Upon written request and as directed by Flash, the Customer will promptly return or destroy all Proprietary Information received from Flash, including all copies of the information thereof. Upon the request of Flash, the Customer shall furnish to Flash an affidavit providing assurances as to the return or destruction of Flash's Proprietary Information.
- 3.5 A disclosure of Confidential or Proprietary Information in response to a valid request by a court of law or other governmental body or otherwise required by law is not considered to be a breach of this Agreement or a waiver of confidentiality for other purposes. Before any such disclosure, Customer shall provide prompt written notice to Flash and reasonably cooperate with Flash in seeking a protective order or preventing disclosure.
- 3.6 All materials transmitted from Flash to Customer which includes any Proprietary Information are to remain the sole and exclusive property of Flash. This Agreement and transmission or disclosure of any Proprietary Information from Flash to Customer does not grant the Customer a license or ownership of any kind. Flash retains all right, title and interest in all now known or hereafter known or developed tangible and intangible intellectual property relating to the Services, Proprietary Information and improvements thereof, including without limitation, all: (a) rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask works; (b) trademarks, services marks, trade names and any other indicia of origin; (c) technical and non-technical information (regardless of whether such information is in tangible or intangible form) including source code, object code, computer code, data, ideas, concepts, formulae, methods, techniques, processes, financial business plans and business methods (including any derivatives of any of the foregoing) that derive economic value, actual or potential, from not being generally known to other persons who could obtain economic value from the disclosure or use thereof, and which are the subject of efforts that are reasonable under the circumstances to maintain their secrecy ("Trade Secrets"); (d) patents, pending patent applications, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including "rental" rights and rights to remuneration), whether arising by operation of law, contract, license

or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force including any rights in any of the foregoing, (collectively, "Intellectual Property"). Customer covenants: (1) not to prejudice or impair the interest of Flash in any of its Intellectual Property, (2) to assign any rights to Intellectual Property that it may have to Flash at no additional cost and (3) to reasonably cooperate in prosecution of Intellectual Property as necessary at no additional cost. At no time shall Customer challenge or assist others to challenge any of Flash's Intellectual Property or the registration thereof.

- 3.7 All obligations and restrictions of confidentiality and ownership of Propriety Information under this Agreement shall survive the termination of this Agreement.
- 3.8 Customer authorizes and grants to Flash a right and license to use Customer's name and logo on Flash marketing and promotional material. Customer grants Flash the right to make certain press releases available to the general public regarding the Flash Offerings provided by Flash to Customer. Notwithstanding the foregoing, any use of Customer's name or logo, and any such press release, shall be subject to the prior written approval of Customer. Customer acknowledges that Flash may collect, retain, and process data derived from the performance and use of the Flash Offerings in accordance with all applicable United States laws as well as Flash's privacy policy and terms of use.
- 3.9 Flash hereby authorizes Customer to use of any Flash trademarks and logos (the "Marks") in its marketing and promotional materials solely for cross-promotional purposes to identify that Customer uses Flash Offerings ("Purpose"), which Marks must be used according to any Flash's guidelines ("Guidelines"). The Guidelines may be updated by Flash periodically. Customer shall not use the Marks for any other Purpose without Flash's prior written authorization, which can be denied for any reason. Customer agrees that it shall not harm, misuse, or bring into disrepute the Marks. All uses of the Marks pursuant to this Agreement shall inure to the benefit of Flash. Customer may not use or register, or otherwise claim rights in the Marks, including as or as part of any trademark, service mark, Flash name, trade name, username, domain registration or copyright. Flash may revoke permission to use the Marks at any time.
- 3.10 To the extent necessary to fulfill its obligations under this Agreement, Customer grants Flash a worldwide, non-exclusive, and royalty-free license to use Customer Data. FlashParking acknowledges and agrees that Customer retains all right, title, and interest in and to all Customer Data, and FlashParking will not use Customer Data for different purposes to the ones established in this Agreement. As used herein, "Customer Data" means all media, content, data, and information provided directly by the Customer which is processed, accessed, stored, or transported in or through the Flash Offerings.
- 3.11 If Customer provides Flash with any suggestions, ideas, feedback, reports, error identifications or other information related to the Flash Offerings or Customer's use and evaluation thereof ("Feedback") and Customer provides such Feedback volitionally and of its own choosing (i.e., you are not required to provide Feedback), Flash has the right to use, modify, sell, transfer, assign, distribute, and create derivative works from, such Feedback, for any and all purposes without compensation or attribution to Customer, in perpetuity and without any restrictions.

4 Payment Terms

- 4.1 Customer shall pay the amounts listed on any Order Form or invoice within forty-five (45) days of the date of an invoice. Following the Initial Term, Flash may annually increase any recurring software license or monthly fees by up to 5% over the previous year's fees.
- 4.2 Flash shall invoice Customer for any recurring software license fees that relate to the operation of Equipment upon successful Commissioning Services and for those software license fees that relate to other Flash Offerings upon execution of the Order Form. Customer may elect to pay any recurring software license fees annually.
- 4.3 Customer acknowledges and agrees that certain Flash Offerings contain or require the payment of recurring Monthly Fees, which fees will be set forth in the applicable Order Form or addendum provided to Customer by the Company. Customer is responsible for the timely payment of any Monthly Fees regardless of actual usage in any particular month. Customer shall be invoiced monthly for any such Monthly Fees.
- 4.4 Customer shall be responsible for all taxes applicable to Customer and arising as a result of this Agreement, including any sales and use taxes, other than taxes based on Flash's income. Additionally, Customer shall be responsible for any additional taxes incurred by Customer's tax elections made following the invoice date. The prices provided to Customer from Flash may not include all applicable taxes due.

- 4.5 Certain Flash Offerings may require Customer to pay fees regarding lost or damaged Equipment. Customer acknowledges and agrees that it understands under this Agreement Flash reserves the right to charge Customer for any damaged, stolen, or lost Equipment.
- 4.6 To the extent Customer disputes amounts due and owing on any invoice provided to Customer, Customer shall dispute such amounts within 14 days of the invoice date. Customer shall provide reasonable detail and support for any dispute. If Customer fails to meet these requirements, Customer shall have waived all rights to contest such fees and charges.
- 4.7 Customer acknowledges and agrees that Flash shall have a right to the fees charged for each transaction processed by Flash, including for transactions that are denied, returned or charged back as a result of a third-party denying such payment or refusing to honor such payment to Customer. Additionally, Customer acknowledges and agrees that certain Flash Offerings may contain gateway, surcharges or convenience fees for any payments collected on behalf of Customer. All such gateway, surcharge or convenience fees shall be captured in Flash's invoice to Customer for the applicable Flash Offering. Customer agrees that Flash has the right to collect all such fees and costs relating to each use of each Flash Offering whether Customer ultimately receives payment. Flash shall have the right to offset bad charges or refunded charges against future amounts due and owing to Customer from Flash as part of using any Flash Offering.
- 4.8 All required travel and expenses incurred by Flash or Flash affiliates in delivering the Flash Offerings will be invoiced by Flash to Customer for payment upon successful Commissioning Services and payment is due 30 days from the date of the invoice. Current rates for Travel and Expenses can be found on our website.

5 Service Level Commitments

- 5.1 Customer acknowledges and agrees that the Flash Offerings may be unavailable from time to time for a number of reasons, including (i) scheduled periodic maintenance procedures or repairs which Flash may undertake from time to time ("Scheduled Maintenance"), or (ii) Force Majeure Events.
- 5.2 Subject to the terms and conditions of this Agreement, Flash shall use commercially reasonable efforts to provide the Software on an uninterrupted basis, 24 hours a day, seven days a week, with 99.5% availability, excluding downtime due to Scheduled Maintenance and Force Majeure Events. Unavailability of the Services shall be measured over a calendar month and based upon the total downtime of the Software hereunder, excluding unavailability of the Services due to Scheduled Maintenance and Force Majeure Events (collectively, "*Downtime*"). Downtime shall exist and be measured beginning when it is recorded in Flash's ticket system or Flash is notified by Customer, whichever is earlier, until the time Flash confirms that the affected Software are operational. If Flash fails to meet the service level commitment set forth in this Section and Customer provides Flash with a written request within five (5) business days of the last day of the calendar month in which such Downtime occurred, Flash shall provide a fee credit to Customer's account equal to 5% of Customer's monthly fees applicable to the affected Software for each cumulative full hour of Downtime during the applicable month, up to the maximum of the one-twelfth (1/12th) of the annual software fee charged by Flash to Customer for the affected Software during the applicable month. This Section sets forth Customer's sole and exclusive remedy for failures and/or interruption of the Flash Offerings of any kind whatsoever.
- 5.3 "Force Majeure Events" means causes beyond a Party's reasonable control or which are not reasonably foreseeable by such Party, including, but not limited to: (i) flood, fire, earthquake, epidemics, pandemics, natural disasters, adverse weather events and other catastrophes or disasters, (ii) acts of God, (iii) interruption or failure of telecommunication or digital transmission links, vandalism of Equipment, hostile network attacks, network congestion, third party acts, accidents which impair any Equipment, (iv) acts or threats of terrorism, war (declared or undeclared), invasion, hostilities, riot and other civil unrest, (v) government order, law, or actions, including travel restrictions, border-crossing restrictions, shipping restrictions and other impediments to the flow of commerce, (vi) embargoes or blockades in effect on or after the date of this Agreement, (vii) non-performance by vendors or other third party systems failure, (viii) national or regional emergency, (ix) strikes, labor stoppages or slowdowns, or other industrial disturbances, (x) shortage of adequate power or transportation facilities and supply chain issues; and (xi) other events beyond the reasonable control of the impacted Party.

6 Term and Termination

- 6.1 The term of this Agreement shall commence on the date of successful completion of the Commissioning Services (the "Commencement Date") and shall continue for the period set forth in such Order Form (the "Initial Term") unless earlier terminated in accordance with Section 6.2. The Initial Term shall extend and this Agreement, together with any applicable Order Forms, shall renew automatically for successive one year periods ("Subsequent Terms"), unless either party gives the other written notice no less than four (4) months prior to the expiry of the Initial Term or applicable Subsequent Term (the "Notice of Termination") of its intention not to extend this Agreement for any Subsequent

Term.

- 6.2 The Company may terminate this Agreement with respect to the Offerings and its obligations hereunder and Customer's rights thereto, prior to expiration of the Initial Term or any Subsequent Term, upon written notice to the Customer of a material breach by Customer of this Agreement, any applicable Order Forms, addendums or any Company Policy. Such termination shall become effective immediately, unless such material breach is capable of being cured as determined by the Company in the Company's sole discretion, in which case termination shall be effective if such breach is not cured within seven (7) days after receipt of such written notice. Upon termination where there is Equipment owned by Flash, Customer shall be required to keep such Equipment in good working order and condition until the Equipment is repossessed by the Company.

7 Delivery

Unless otherwise specified in an Order Form, Flash shall arrange, with Customer's full cooperation at Customer's cost, for the delivery of Equipment to a Customer facility where it is to be installed. The method of shipment and carrier shall be selected by Flash. Upon delivery at the Customer-designated facility, the title to and the risk of loss for the Equipment shall pass to Customer and, thereafter, the risk of loss for the Equipment shall be borne solely by Customer.

8 Flash Policies

Customer agrees to abide by and accept all policies and terms of use posted on Flash's website or as posted in any of Flash's applications, including, without limitation, Flash's (i) Privacy Policy, (ii) any general terms of use, and (iii) all policies regarding use of Flash Offerings (collectively, "Policies", each a "Policy"). The Policies may change from time to time in Flash's sole discretion and Flash will post such changes on its website or provide such updated Policies to Customer. Notwithstanding the foregoing, any material changes to the Policies shall be communicated in writing to the Customer no less than forty-five (45) days prior to implementation. In the case of a direct conflict between any provision of a Policy and the provisions of this Agreement, the provisions of this Agreement shall prevail. It is Customer's sole obligation to read all Policies and updates, amendments, and supplements thereto. Customer agrees that failure to comply with any applicable Policy shall be a material breach of this Agreement. Customer's continued access of the website and use of the Flash Offerings constitutes Customer's assent to any changed terms of any of the Policies if such changed terms are not in direct conflict with provisions of this Agreement.

9 Customer Representations and Warranties and Covenants

9.1 Customer represents and warrants to Flash as follows:

- 9.1.1 Customer is duly organized and validly existing under the laws of its state of incorporation or formation, has the necessary authority, licenses and other permissions to conduct the business in which it is currently engaged and is in compliance with all applicable laws.
- 9.1.2 Customer has the legal capacity to agree to the terms of the Agreement, perform its obligations hereunder, has obtained and shall maintain all necessary authorizations or registrations from appropriate authorities to carry out the activities contemplated in the Agreement, and entering into the Agreement will not violate any applicable law or regulation.
- 9.1.3 The use of any Flash Offerings by Customer shall not (i) violate any law, rule or regulation applicable to Customer or (ii) be in breach of, or constitute a default under, the provisions of any agreement, instrument or undertaking by which Customer is bound.

9.2 Customer agrees as follows:

- 9.2.1 Customer will provide Flash with all necessary cooperation in relation to the Agreement and all necessary access to such information as may be required by Flash to provide Flash Offerings as may be reasonably necessary.
- 9.2.2 Customer will carry out all of Customer's responsibilities set out in the Agreement in a timely and efficient manner, and in the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Flash may adjust any agreed level of Flash Offerings as may be reasonably necessary.

- 9.2.3 Customer shall maintain adequate insurance on the Equipment in Customer's possession and control and to the extent requested by Flash, name Flash as an additional insured on all applicable insurance policies covering the Equipment.

10 Indemnity

- 10.1 Customer agrees to defend, indemnify, and hold harmless Flash and its affiliates, its directors, officers and employees, contractors, agents, successors, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Flash may sustain or incur as a result of any claim against Flash brought by third parties (including members of the public), arising out of, or in any way related to, directly or indirectly, (i) Customer's misuse of Flash Offerings, (ii) Customer's failure to perform its obligations contained herein, or (iii) Customer's negligence or intentional misconduct.
- 10.2 Flash agrees to defend, indemnify, and hold harmless Customer and its affiliates, its directors, officers and employees, contractors, agents, successors, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Customer may sustain or incur as a result of any claim against Customer brought by third parties (including members of the public), arising out of, or in any way related to, directly or indirectly, (i) Flash's failure to perform its obligations contained herein, or (ii) Flash's negligence or intentional misconduct.

11 Limited Warranty; Disclaimers; Limitation of Liability; Remedies

- 11.1 Flash warrants to Customer, as the original purchaser (which warranty is not transferable), that Equipment shall be free from material defects in material and workmanship under normal use, in accordance with Flash's Policies and this Agreement, for a period of sixty (60) months from the date of original installation. This warranty shall not apply if Customer uses the Equipment in violation of this Agreement or any Policy or if the Equipment has been subject to accident, negligence, abuse, misuse, or criminal acts.
- 11.2 EXCEPT FOR THE SPECIFIC REPRESENTATIONS OF FLASH CONTAINED HEREIN, THE FLASH OFFERINGS ARE PROVIDED TO CUSTOMER "AS IS" AND NEITHER FLASH, NOR ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY OF ANY OTHER KIND EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FLASH OFFERINGS, OR THE ACCURACY OR COMPLETENESS THEREOF, OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF OR ANY OTHER MATTER. FLASH EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, SECURITY, COMPATIBILITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FLASH DOES NOT WARRANT THAT THE FLASH OFFERINGS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE FLASH OFFERINGS WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR APPLICATIONS.
- 11.3 FLASH DOES NOT GUARANTEE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, THAT ANY FLASH OFFERING WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT FLASH WILL CORRECT ALL ERRORS. CUSTOMER ACKNOWLEDGES THAT FLASH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE FLASH OFFERINGS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. FLASH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 11.4 IN NO EVENT SHALL FLASH OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR REVENUES OR OTHER ECONOMIC LOSS OF CUSTOMER OR ANY THIRD PARTY), WHETHER IN TORT, CONTRACT OR OTHERWISE, AND WHETHER OR NOT FLASH OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.5 EXCEPT FOR ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO FLASH'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL FLASH'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED TWO TIMES (2X) THE TOTAL AMOUNT PAID OR PAYABLE UNDER THE APPLICABLE ORDER FORM UNDER WHICH THE CLAIM ORIGINALLY AROSE. DAMAGES THAT CANNOT BE LIMITED UNDER APPLICABLE LAWS ARE NOT SUBJECT TO THE ABOVE CAP.

- 11.6 Customer acknowledges and agrees that a breach of this Agreement may cause other irreparable harm on Flash without an adequate remedy at law and hereby agrees that the Flash shall be entitled to equitable relief, including without limitation, temporary or permanent injunctions and other relief to limit the effect of any breach.

12 Assignment

This Agreement shall not be assigned or transferred by Customer without prior written consent of Flash, and any attempt by Customer to so assign or transfer this Agreement without such written consent shall be null and void. Flash may (with prior written notice to but without the prior consent of the other Party) (i) assign this Agreement (a) by operation of law, (b) pursuant to a merger or acquisition of all or substantially all of its stock or assets, or (c) to its Affiliates, or (ii) transfer, sell, pledge, encumber or assign or delegate this Agreement or the rights, revenues or proceeds thereof, in connection with any financing or other financial arrangements (including the exercise of remedies thereunder). The Parties acknowledge and agree that, in the case of Flash, "Affiliate" includes a special purpose entity owned or controlled by Flash. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13 Governing Law; Submission to Jurisdiction

All claims, actions, or proceedings of any nature or type, arising from or related to (i) this Agreement or any matter related to this Agreement, (ii) the use of any Flash Offerings hereunder, or (iii) any relationships (whether by written contract or otherwise) relating to the Flash Offerings (whether such relationships are directly with Flash or through a third-party) shall be governed by, and construed in accordance with, the laws of the State of California without regard to its conflict or choice of laws principles and any such claims, actions, or proceedings shall be brought solely and exclusively in the Federal or State courts located in California and each Party consents to the personal jurisdiction and venue therein. The terms and conditions contained in this section shall inure to the benefit of, and be binding upon, the parents, subsidiaries, related entities, successors, assigns, heirs, survivors, and personal representatives of the Parties.

14 Notices

All notices for Flash given under this Agreement must be in writing and sent to:

FlashParking
2500 Bee Caves Road
Building III, Suite 400
Austin, TX 78746
Attn: General Counsel
Via email to: legal@flashos.com

If to Customer, at the address in file or noted on any applicable Order Form or other addendum.

And to any such other address as a Party may designate in writing to the other Party, by certified mail (return receipt requested), overnight courier, personal delivery, or email to the other parties hereto.

15 Survival

Any provision of this Agreement which, by its nature, would survive termination of this Agreement shall survive any such termination of this Agreement, including, without limitation, Article: 3 - Confidential Information, Proprietary Information, and Intellectual Property Rights, 4 - Payment Terms, 10 - Indemnity, 11 - Limited Warranty; Disclaimers; Limitation of Liability; Remedies, 13 - Governing Law; Submission to Jurisdiction and 15 - Survival.

16 Force Majeure

Flash shall not be responsible for any delay or failure in performance of its obligations under this Agreement resulting from a Force Majeure Event or any event beyond the reasonable commercial control of Flash.

17 Miscellaneous

- 17.1 Except for (a) claims for indemnification, and (b) claims for any amounts owed by Customer to Flash under this Agreement, each of which may be brought within the period permitted under the applicable statute of limitations, neither Party may bring any action on this Agreement may be brought more than one (1) year after the incident occurs.

- 17.2 The Parties will not, and will ensure their affiliates do not, disparage the other Party or any of the other Party's directors, officers, agents or executives or otherwise take any action which could reasonably be expected to adversely affect the reputation of the other Party or the other Party's products or the personal or professional reputation of any of the other Party's directors, officers, agents or employees.
- 17.3 This Agreement supersedes all prior agreements and understandings, and (together with any Order Form relating hereto) constitutes the complete agreement and understanding between the Parties with respect to the subject matter hereof. No amendment or other modification to this Agreement or any Order Form shall be valid or binding with respect to Flash unless acknowledged and agreed to in writing and signed by a duly authorized officer of Flash. The Parties are independent contractors, and nothing in this Agreement will be construed to constitute or appoint any party as the agent, partner, joint venturer or representative of the other Party for any purpose whatsoever, or to grant to any party any right or authority to assume or create any obligation, express or implied, for or on behalf of any other, or to bind any other in any way or manner whatsoever. Any forbearance or delay on the part of a Party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence. No other party is intended, or shall be deemed, to be a beneficiary of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts, taken together, shall constitute one agreement and each Party hereto may execute this Agreement by signing such counterpart.

DISCLAIMERS

CUSTOMER UNDERSTANDS THE PURCHASE AND USE OF ANY PRODUCTS AND SERVICES FROM THE COMPANY ARE SUBJECT TO THE COMPANY'S DISCLAIMERS WHICH CAN BE FOUND AT FLASHPARKING.COM/DISCLAIMERS/



PAYMENT GATEWAY SERVICES ADDENDUM TO ORDER FORM

This Payment Gateway Services Addendum to the Software as a Service Agreement (the “Addendum”) is entered into as of, and the “Effective Date” shall be, the date of successful completion of the Commissioning Services, between FlashParking, Inc. (“Flash”), and Burbank-Glendale-Pasadena Airport Authority (“Customer”). Collectively, Flash and Customer shall be referred to as (the “Parties”). Terms used herein but not defined shall have the meaning set forth in the Agreement (as defined below).

WHEREAS:

- A. Flash and Customer are Parties to that certain Order Form dated as of the effective date set forth therein, including the Terms and Conditions incorporated therein (the “Agreement”); and
- B. The Parties wish to supplement the Agreement with additional terms relating to the Payment Gateway Services as defined in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PAYMENT GATEWAY SERVICES

1.1. Flash shall make available Payment Gateway Services to Customer through third-party providers that Flash may designate from time to time (“Vendor”). Customer authorizes Flash to serve as reseller for transactions processed hereunder. Flash reserves the right to change the Vendor at any time in its sole discretion with ninety (90) days prior written notice to Customer. Customer reserves the right to contract directly with Vendor at any time in its sole discretion with ninety (90) days prior written notice to Flash. The Parties acknowledge that a change in Vendor may require the removal of existing payment hardware, including card readers, and the procurement and installation of new hardware. Responsibility for procuring such new hardware shall be allocated as follows: (a) if Customer elects to contract directly with the Vendor or otherwise initiates the Vendor change, Customer shall be responsible, at its sole cost, for procuring the new hardware; (b) if Flash elects to change the Vendor in its sole discretion within the first twenty-four (24) months following the Commencement Date, Flash shall be responsible, at its sole cost, for procuring the new hardware; and (c) if the Vendor change results from circumstances beyond Flash’s reasonable control, including the Vendor ceasing operations, becoming insolvent, or ceasing to provide the applicable services, Customer shall be responsible, at its sole cost, for procuring the new hardware, regardless of when such change occurs.

1.2. Customer shall comply with all applicable laws, regulations, card network rules, and PCI DSS requirements in connection with its use of the Payment Gateway Services. Customer acknowledges that it is responsible for securing its own payment systems that connect to the Payment Gateway Services.

2. FEES

2.1. Flash shall retain the following fees from gross transaction amounts collected through Payment Gateway Services:



(a) \$0.10 per card present kiosk transaction; provided that the Parties may revisit and, upon mutual written agreement, adjust the per-transaction fee set forth in this Section following the second anniversary of the Commencement Date, once sufficient baseline transaction data is available for review.

2.2. Flash reserves the right to increase fees no more than once per calendar year and by no more than 5%, with sixty (60) days prior written notice to Customer.

2.3. All provisions in the Agreement regarding transaction fees and Flash's right to collect fees for all transactions shall apply to the Payment Gateway Services.

3. GENERAL PROVISIONS

3.1. This Addendum supplements and forms part of the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail with respect to the Payment Gateway Services

3.2. Except as specifically amended by this Addendum, the Agreement shall remain in full force and effect. The modifications set forth herein shall not be construed as an amendment to or waiver of any other provision of the Agreement or for any purpose other than as expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the Effective Date.

FlashParking, Inc.

Burbank-Glendale-Pasadena
Airport Authority

Signature:

A handwritten signature in black ink, appearing to read "Brian Salowiec".

Name:

Brian Salowiec

Title:

AVP - west

Date:

8/12/26

Signature:

Name:

Title:

Date:

Funding

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Blink Network Terms

and Conditions

Last Modified: December 2, 2025

This Blink Network, LLC (“Blink,” “we,” or “us”) Account Agreement and its terms and conditions (the “Agreement” or “Terms and Conditions”) apply between all users (“Users,” “User,” “you,” or “your”) of this website (“Website” or “Site”) the Blink mobile application (“Mobile Application”), Blink Charging Stations, the Blink Network, and/or the Blink API, including but not limited to registered members, and, Blink Charging Co. (and its subsidiaries and affiliates), the owner of this Website and the Mobile Application.

By installing and operating a Blink electric vehicle (“EV”) EV charger on the Blink Network; opening a Blink account and/or using a Blink-issued user card and/or using a Blink-provided user code or guest code (“Code”), and/or using the Blink networked EV charging services (“Blink Network”), you agree to the terms specified in this Agreement. These Terms and Conditions apply to the use of and (where applicable) purchase of products and services, including but not limited to use of supportive services and information posted to the Site and/or the Mobile Application. Please read these Terms and Conditions carefully, as they affect your legal rights.

Upon entering into this Agreement with Blink, you may have recently purchased a Blink Charging Station, purchased and/or were provided with one or more radio frequency identification (“RFID”) card(s) and/or you may have received a Code that will allow you access to the public and/or residential Electric Vehicle (“EV”) charging stations on the Blink Network (each, a “Blink Charging Station”). This Agreement applies to and is made part of each application you may submit to open an account with the Blink

Network (“Blink Account”). By submitting an application to open a Blink Account, you acknowledge and consent to the Terms and Conditions of this Agreement, and to Blink’s Privacy Policy (blinkcharging.com/privacy-policy), all of which may be updated from time to time without giving notice to its Users. In addition, this Agreement may be changed at any time without prior notice. All such changes shall be posted on this Website and/or on the Mobile Application. You should check the Website and/or Mobile Application for such changes frequently. Your continued access to, and use of, the Blink Charging Stations and any applicable ancillary services, including, but not limited to the use of and/or access to the Blink Network and/or the Blink’s Website, API, or Mobile Application (the “Services”), after such changes are posted, conclusively demonstrates your acceptance of those changes. You acknowledge and agree that Blink may collect, on behalf of itself and/or its clients (“Hosts”) non-personally identifying data relating to the usage of Blink Charging Stations and the fees charged to Users by such Hosts for access to the Blink Charging Stations. All such information may be shared by Blink with third parties at Blink’s sole and absolute discretion. The way we use your information is detailed in our Privacy Policy.

1. Fees. You agree to pay all applicable fees (“Fees”) for connecting to the network, accessing Blink Charging Stations, or those fees associated with any use of the Services, including using your RFID card(s) at a Blink Charging Station, or remotely, through a customer service agent at your request, or by using a Code or any application embedded in a smartphone or in similar technology.

2. Permitted Use. Use the Services solely in accordance with instructions provided to you by Blink. You hereby agree to comply with all applicable laws and regulations, as well as any policies and rules set by a Host (either the owner of the Blink Charging Station or the owner of the property on which

the Blink Charging Station is located) when using Blink Charging Stations and/or Services.

3. Statements. You are required to promptly review your Blink statements and/or other payment method statements related to the Services (such as your credit card statement) and notify Blink's customer service in writing of any issues you might have regarding the Fees. All Fees not contested within 30 days of the corresponding statement date will be: (i) in the case of Fees not yet paid, deemed due and payable; and (ii) in the case of Fees already paid, non-refundable.

4. Update Your Information. You are required to promptly update your online account information, including changes to your name, email address, mailing address, telephone number, credit card information (including credit card number, expiration date, and billing address) upon the occurrence of any change to such information. Failure to update your information may result in account cancellation. You will remain liable for all Fees billed to your Blink Account until the date your Blink Account is canceled by you or Blink.

5. Billing. You may use an RFID card or a Code to pay Fees on any Blink Charging Station you are allowed to use (with explicit or implicit permission from the Host). When using your RFID card for payment of Fees, the Blink EV Charging Station will read your RFID card or accept your Code, and a record of your transaction will be created. Fees will be charged to your Blink Account in accordance with the price configured by the Host and/or Blink for that specific Blink Charging Station. It is your responsibility to be made aware of the prices charged to your Blink Account and/or to your credit card. Make sure to keep your RFID card or Code secure, if you or any other person uses your RFID card or Code at a Blink Charging Station, you agree to pay the Fees specified thereof. You agree that Blink may share with its Hosts or

another duly authorized party, any information specified in this Blink Account Agreement regarding your usage and payments for the purposes of processing and collecting fees and enforcing Blink Network's policies and related contractual obligations.

6. Fees. Our Fees are charged: (i) by kilowatt-hour ("kWh") of energy dispensed to the vehicle; or (ii) by the time the vehicle is plugged into the Blink Charging Station rounded up to thirty-second intervals or 1-hour intervals, depending on the specific Blink Charging Station; or (iii) by a flat fee for the total session ("session-based rate"), depending on the location of the Blink Charging Station. Blink maintains an updated schedule of pricing rates by region on the Blink Network website. Additionally, certain Blink Charging Stations charge a non-refundable occupancy fee for cars plugged into the Blink Charging Station after the charging session has ended. Certain Blink Charging stations may also charge a per-session access fee.

7. Authorization Hold, Fees, and Charges. Although you provide your credit card information when you apply for an RFID card or when you request a Code, your credit card will not be charged until you utilize a Blink Charging Station. Blink reserves the right to place an authorization hold of up to \$100 on the provided payment method (the "**Authorization Hold**"). This Authorization Hold is temporary, and you will only be billed for the Fees incurred at the conclusion of your charging session. Please be advised that it may take up to seven (7) days for your financial institution to release the Authorization Hold.

8. Collection. In the event that payment on your credit card is declined, Blink may suspend or terminate your account. In addition, Blink may institute collection proceedings against you for all outstanding and unpaid balances, including all fees, costs or other expenses (including, without limitation,

reasonable attorney fees) incurred by Blink in connection with its collection efforts.

9. RFID Card Replacement. If your RFID card fails to operate for reasons other than abuse or improper use and you return it to the Blink Customer Service Center, a replacement will be sent to you at no additional charge. If your RFID card is lost or stolen, please report the loss or theft immediately by accessing your Blink Account and updating the appropriate status, or, if you do not have access to the internet, inform Blink Customer Service immediately (see contact information at the end of this document). You remain liable for all Fees initiated with your RFID card or Blink Code until you have notified Blink that your RFID card has been lost or stolen. Blink Codes are good for use within three (3) days of purchase and are non-refundable.

10. Information. You agree that the information on your Service usage may be used by Blink to analyze averages, trends, and other anonymous patterns of usage, as per the Blink Privacy Policy as provided on the Blink Website. You agree that Blink may access your Blink Account your Blink Charger and/or your residential charger (if applicable) for service-related or data collection purposes and that Blink may share non-personally identifiable data with third parties in connection with government grants, private agreements, and/or other contractual obligations.

11. Public Nature of Charging Stations. By connecting your EV Charger to the Blink Network, unless you specifically request otherwise in writing, you are granting access to the EV Charger to all Blink members and guests. Such access is limited to utilizing the EV Charger for charging purposes.

A. INTELLECTUAL PROPERTY

1. Trademarks. "BlinkCharging.com," "Blink Network," "Blink," and all logos

related to the Services are either trademarks or registered trademarks of Blink or third parties. You may not copy, imitate or use them without Blink's prior written consent. Included in our intellectual property are all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Blink. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Blink website, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the preceding is the exclusive property of Blink and its licensors. BLINK is a U.S. and European Union registered trademark and service mark of Blink Charging Co. All other brand names, product names, or trademarks belong to their respective holders.

2. Limited License. If you are using Blink's software such as an API, developer's toolkit or other software application (the "Software") that you have downloaded to your computer, device, or other platform, then Blink is granting you a revocable, non-exclusive, non-transferable license to use the Software in accordance with the Blink licensing agreements. You may not rent, lease or otherwise transfer your rights in the Software to a third-party. You must comply with any use requirements and restrictions Blink may place on the Software and Services at Blink's sole discretion. If you do not comply with Blink's use requirements and restrictions you will be liable for all resulting damages suffered by you, Blink and third parties. Blink may change or discontinue any of the Software with or without notice to you.

a. If your EV Charger is connected to the Blink Network, for the price agreed to between yourself and Blink, Blink grants you a revocable, non-exclusive, non-transferable license to use the Network and underlying Software in accordance with these Terms and Conditions.

b. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the Software. You acknowledge that all rights, title, and interest to the Software and Network are owned by Blink. Any third-party software application you use on Blink's website is subject to the license you agreed to with the third-party that provides you with their software. Blink does not own, control nor have any responsibility or liability for any third-party software application you elect to use on the Blink website and/or in connection with the Services.

3. Restricted Activities. In connection with your use of the Services or in the course of your interactions with Blink, other users, or third parties, you will not: Breach this Agreement, or any other agreement or policy that you have agreed to with Blink, or:

4.

- a. Violate any law, statute, ordinance, or regulation;
- b. Infringe on Blink's or any third-party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- c. Act in a manner that is defamatory, trade libelous, threatening or harassing;
- d. Provide false, inaccurate or misleading information;
- e. Send what we reasonably believe to be potentially fraudulent funds;
- f. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- g. Control an Account that is linked to another Account that has engaged in

any of these Restricted Activities;

h. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website, mobile App, Blink API, or the Services;

i. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;

j. Circumvent any Blink Policy or determinations about your Account such as temporary or indefinite suspensions or other limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to create new or additional Account(s) when an Account has been restricted, suspended or otherwise limited; creating new or additional Accounts using Information that is not your own (e.g. name, address, email address, etc.); or using someone else's Account;

k. Harass or threaten our employees, agents, or other users.

B. DISCLAIMER OF WARRANTIES. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BLINK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BLINK MAKES NO WARRANTY THAT (i) THE

SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (ii) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

C. LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT BLINK SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES.

D. Indemnity. You agree to indemnify, protect, and hold harmless: (i) Blink and its directors, officers, employees, agents and distributors, and (ii) Hosts, and their respective directors, officers, employees and agents (collectively, the “Indemnified Parties”) from all liability for any loss, damage or injury to persons or property arising from or related to your misuse or misapplication of the Services or otherwise for your negligence or misconduct.

To the maximum extent allowed by law, you agree to, and hereby do, release the Indemnified Parties from all liability for loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the Services. You agree that none of the Indemnified Parties will incur any obligation or liability for any such loss, damage or injury to the maximum extent allowable by law. Your sole and exclusive remedy against the Indemnified Parties will be the replacement of any defective RFID card(s). Notwithstanding anything to the contrary herein, Blink's liability arising from Services and/or Blink Charging Stations shall not exceed the total Fees you have paid to Blink for the Services provided hereunder.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, PARTS OF, OR THE ENTIRE DISCLAIMER, LIMITATIONS, AND RELEASE MAY NOT APPLY TO YOU.

E. AGREEMENT TO ARBITRATE. You and Blink each agree that any and all disputes or claims that have arisen or may arise between you and Blink, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

YOU AND BLINK AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND BLINK AGREE OTHERWISE, THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER BLINK USERS.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator(s) can award the same damages and relief on an individual basis that a court can award to an individual. The arbitrator(s) also must follow the terms of this Agreement as a court would. All issues are for the arbitrator(s) to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of subsection (a) of this Agreement to Arbitrate (“Prohibition of Class and Representative Actions and Non-Individualized Relief”), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules and procedures, including the AAA’s Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA’s rules are available at www.adr.org. A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute (“Notice”). The Notice to Blink should be sent to Blink, Attn: Legal Department, Re: Notice of Dispute, 5081 Howerton Way, Suite A, Bowie, MD 20715. Blink will send any Notice to you to the physical address we have on file associated with your Account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided including a description of the nature and basis of the claims the party is asserting and the relief sought. If you and Blink are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or Blink may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA’s website at www.adr.org. The arbitration shall be held in Miami-Dade County, Florida. If the value of the relief sought is \$10,000 or less, you or Blink may elect to have the arbitration

conducted by telephone or based solely on written submissions, which election shall be binding on you and Blink subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Blink may attend by telephone, unless the arbitrator(s) require otherwise. Any settlement offer made by you or Blink shall not be disclosed to the arbitrator(s). The arbitrator(s) will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different Blink Users but is/are bound by rulings in prior arbitrations involving the same Blink user to the extent required by applicable law. The award of the arbitrator(s) shall be final and binding, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules unless otherwise stated in this Agreement to Arbitrate. With the exception of any of the provisions in subsection (a) of this Section if a court decides that any part of this Section is invalid or unenforceable, the other parts of this Section shall still apply. If a court decides that any of the provisions in subsection (a) of this Section is invalid or unenforceable, then the entirety of this Section shall be null and void. The remainder of the User Agreement will continue to apply.

IF YOU ARE A NEW USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE USER AGREEMENT FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO BLINK, ATTN: LEGAL DEPARTMENT, 5081 HOWERTON WAY, SUITE A, BOWIE, MD 20715.

The Opt-Out Notice should include the subject line “Opt-Out” and the body must include your name, address, phone number, and the email address(es) used to log into Blink account(s) to which the opt-out applies. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement, including all other provisions of this Section will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us. If you opt out of arbitration, we reserve the right to terminate our relationship with you. If you opt-out, any disputes arising out of our relationship will be governed in accordance with the laws of the State of Florida without regard to conflict of laws. By opting out of the Arbitration Agreement you expressly agree to submit to the jurisdiction and proper venue of the competent state or federal courts located in Miami-Dade County, Florida.

Notwithstanding any provision in the Agreement to the contrary, you and Blink agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Blink prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and Blink. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on [BlinkCharging.com](https://blinkcharging.com) at least 30 days before the effective date of the amendments and by providing notice through email. If you do not agree to these amended terms, you may close your account within the thirty-day period, and you will not be bound by the amended terms.

BLINK PRO MEMBERSHIP ACCOUNT AND BILLING TERMS

Once you upgrade to a Pro account, you will be unable to downgrade to a Blink Plus membership. The Blink Pro Membership Account is the default membership for any Blink Members signing up after August 11, 2020. In addition to the Blink Pro Membership Account-specific terms, it is subject to all of the Terms and Conditions of a Blink Plus Membership. With your new Blink Pro Membership Account, you will be able to pre-load funds to your account. The dollar value that you load onto your Blink account is a prepayment for charging your vehicle at any charger on our Network. We recommend upgrading to the Blink Pro Membership account to make it easier for you to charge with us and to make your relationship with us more rewarding. Unless otherwise required by law or permitted by this Agreement, the dollar value you load onto your Blink Pro Membership Account is non-refundable and may not be redeemed for cash. The value on your Blink Pro Membership Account is not insured by the Federal Deposit Insurance Corporation (FDIC), nor does it earn interest.

The Blink Pro Membership Account is not targeted towards, nor intended for use by, anyone under the age of 15. If you are between the ages of 15 and 18, you may only sign up for a Blink Pro Membership Account under the supervision of a parent or legal guardian who agrees to be bound by this Agreement.

1. Loading Value on Your Pro Account. In the United States and Canada, you can load value on your Blink Card by going online to BlinkCharging.com or calling [\(888\) 998.2546](tel:8889982546). There may be a delay from the time you pay the amount to be loaded onto your account and those funds being available for use. You may not have more than \$500 in value loaded to your account at any time, and no more than \$2,000 may be associated with your account in a single day. This means that the activity on your account cannot exceed \$2,000 over the course of a day. There is a minimum amount that you may

load on your account at any given time, and that amount is typically \$5. We may change any of these amounts at any time without notice to you.

If you use a credit or debit card to reload your account, prior to charging your credit or debit card, an authorization process will occur for the amount of your purchase or reload transaction ("Transaction"). The authorization process will validate the credit or debit card number, status, available credit or funds and billing information to ensure that it matches what the bank or card company has on file. Your bank or Blink may attempt to contact you for additional information prior to authorizing the Transaction amount. For credit cards, once an authorization is received, you may notice a decrease in your available credit line. Your bank may hold this dollar amount from your credit line or available balance for a short period of time determined by the policy of your bank before your Transaction is fulfilled. For debit cards, your bank may pre-authorize a charge to your deposit or checking account and place a temporary hold on the funds before your Transaction is fulfilled. Regardless of whether you use a credit or debit card, your card will be charged only upon fulfillment of your Transaction. If your Transaction is cancelled, Blink will request an authorization reversal on your behalf. Reversal times may vary. We recommend contacting your bank or credit card company to learn about their authorization and authorization reversal policies.

All amounts loaded onto your account are denominated in the currency of the country in which it was sold (the "base currency"). When you make a purchase in a different country, the Transaction total is converted from the currency of that country (the "local currency") to the base currency and deducted from your account balance. No fees or other charges are made to your account for the currency conversion. However, note that your bank or card provider may charge you a separate fee if you are using a credit or debit

card or other accepted payment method to load your account outside of the U.S. Blink does not receive any portion of, and does not have any control over, any such fee. Although the actual balance of your account is kept in the base currency, the balance shown on your receipt will be in the local currency of the store location. Transactions that occur on our website are denominated in U.S. dollars. Currency conversions are based on currency exchange rates applicable on the date of the Transaction.

You can reload online or over the phone, to make reloading your account easier, you can link a payment method to your Blink account (which you can access at [BlinkCharging.com](https://blinkcharging.com)) and reload either manually online when you choose or set up auto-reload. With automatic reload, you simply set the reload balance at which you want to trigger the reload to your account. We will charge the credit or debit card associated with your account or you can provide us with new payment information. We will send you an email confirming the automatic reload Transaction terms and bill your credit card or debit card according to the schedule and/or amount you have selected. We will also send you an email after each reload to let you know your Blink Card has been reloaded. You can change your reload preferences at any time, but changes may take up to twenty-four (24) hours to take effect. To discontinue the automatic reload feature, you must log-in to your Blink account at least twenty-four (24) hours before the next scheduled reload. Once the dollar value is loaded, the Transaction cannot be reversed.

2. Low Balance. Blink reserves the right to reject a charging session if a Blink Pro Membership Account member's balance reaches \$0. Until the member's account has been reloaded, that member will be unable to utilize any Blink charging stations or charging stations on the Blink Network.

If a Blink Pro Membership Account member's balance reaches \$0 in the

middle of a charging session, Blink will utilize the user's credit or debit card associated with their account to cover the cost of the charging session. The charging session continues unimpeded until stopped by the Member. Immediately following the charging session in which the balance falls below \$0 the credit or debit card associated with the Member's account will be charged. The member will be emailed a receipt of the transaction. If a Blink Pro Membership Account member's credit card on file is not active and the charge session continues the Member will be notified of the negative balance on their account. The Member's account will be temporarily suspended until the Member adds funds to their account and clears the negative balance. At any time if member's credit card is not active, the user will not be able to load money onto their prepaid account until they provide a valid credit or debit card.

3. Fees and Expiration of Card Balances. We do not charge any activation, service, dormancy or inactivity fees in connection with your account. Your account has no expiration date nor does the value on your account ever expire.

4. Receipts and Transaction History. When you use your account, a receipt will be made available. The receipt will indicate that the purchase was made using your account and will provide the remaining balance of your account. Please check your online Transaction history regularly to ensure that your Transaction history and account balance are correct. You can check the balance of your account or review recent Transactions on your account at [BlinkCharging.com](https://blinkcharging.com) We may also send you statements of activity on your Blink Pro Membership Account.

5. Billing Errors, Corrections. We will correct the balance of your account if we believe that a clerical, billing, or accounting error occurred. If you have

questions regarding your Transaction history or any correction, or if you wish to dispute any Transaction or correction that has been applied to your account, please call Customer Service. Assuming you provide sufficient details, we will review your claim and tell you what we find. We will correct any error promptly after we finish our review. If we do not find any error, we will explain what we found. We have no obligation to review or correct any billing error unless you provide us sufficient notice for us to review your claim within sixty (60) days of the date of the Transaction in question.

6. Fraud Associated with Your Blink Account or Account Balance. We will not accept any account charges or will limit use of any account or account balance, if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful, and we consider such action appropriate to limit our risk. Blink has no liability to you for any third-party fraud or unlawful activity associated with any Blink account or account balance.

7. Registration, Liability for Unauthorized Transactions. To register for the Blink Pro Membership Account visit [BlinkCharging.com](https://blinkcharging.com) or download the Blink Mobile app. When registering for the Blink Pro Membership Account, you agree that you will: (i) provide complete and accurate information about yourself; and (ii) update such information if it changes. If you do not provide or update such information, or if we have reasonable grounds to suspect that you have not provided or updated such information, we shall have the right, in our sole and absolute discretion, to disable your account. If you believe your account has been disabled in error, please call customer service. You are responsible for: (a) the accuracy of all information that you provide to us; and (b) maintaining the confidentiality and security of your account information.

You should treat your Blink Account or the Blink Pro Membership Account

and RFID card like cash and not disclose your Blink Account or the Blink Pro Membership Account or RFID card information to anyone. If your Blink RFID Card or Blink Account or the Blink Pro Membership Account information is lost or stolen, anyone who obtains possession of either may use your account. You are responsible for all transactions on your account, including unauthorized transactions. However, if your RFID card is lost, stolen or destroyed, your RFID card can be replaced with the balance remaining on it at the time you contact us. Your registered RFID card and balance is protected from the time you notify us. We will freeze the remaining balance on your Blink account or the Blink Pro Membership Account at the time you notify us, a new RFID card will be issued, and the proper security measures will be taken to protect your account.

8. Using the Blink Website, API, or Mobile Applications. You may access and use Blink's Website, API, and Mobile Application to obtain information regarding Blink Charging Station locations and other content and features that Blink may make available. The use of the Blink Website, API, and Mobile Application is subject to these Terms and Conditions and the Blink Privacy Policy. You are responsible for all use of the Blink Website, API, and Mobile Applications under your username. You acknowledge and agree that Blink may modify the Blink Website, API, and mobile applications in any way and at any time, with or without notice. You further acknowledge and agree that, while Blink has attempted to provide accurate information on the Blink Website, API, and Mobile Application, such information may change frequently and in no event will Blink be responsible for the accuracy, usefulness or completeness of any information, materials or other content on or related to the Blink Website, API, or Mobile Apps, nor does it warrant that any such information, materials, or other content is the most current version thereof.

9. Offers from Third-Party Organizations. From time to time, you may receive offers via your Blink Account or the Blink Pro Membership Account from other organizations (“Third Party Organizations”). Acceptance and performance under such offers are strictly between you and those Third-Party Organizations. Blink does not assume responsibility for any performance by these organizations, and you agree: (i) to look solely to the Third-Party Organizations, and (ii) to release Blink from any liability, with respect to any offers you might accept from such Third-Party Organizations or their affiliates. These Third-Party Organizations conduct business for themselves and are not part of the Blink business. As such, you should always make sure to review their terms of service and privacy policies so that you may better understand what is being offered, what is expected of you and what may be done with any personally identifying information you provide to them.

10. Termination. Either Party may terminate this Agreement at any time and for any reason. If you wish to terminate your Blink Account and this Agreement, you must notify Blink in writing. Following any termination, you shall remain responsible for any and all unpaid Fees associated with your Blink Account or the Blink Pro Membership Account. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fees or penalties, and you may be subject to collection actions for any unpaid balance. If you are a charging station operator and you wish to terminate this Agreement your charging station will be removed from the Blink Network.

11. Bay Area Air Quality Management District EVSE Deployment Program Participants. Participants in the Bay Area Air Quality Management District (“DISTRICT”) Electric Vehicle Supply Equipment (“EVSE”) Deployment Program (“Program”) with Blink, hereby expressly agree and acknowledge

the following:

1.

a. You purchased or leased a Vehicle that is registered in your name and at an address located within the DISTRICT's jurisdiction;

b. You purchased EVSE that is installed at the same address as the Vehicle is registered;

c. You obtained permits and any other required approvals from the local governing agency for the installation of your EVSE;

d. You agreed to operate your Vehicle and EVSE for a minimum of three years;

e. You provide your charging usage data to Blink and DISTRICT for Program evaluation purposes;

f. You allow Blink or DISTRICT to notify the local utility of the address where the EVSE is installed;

g. You allow Blink or DISTRICT to inspect the location where EVSE was installed;

h. Individuals may only participate in the Program once and you are not already receiving funding from the DISTRICT for participation in the Program through another Program contract provider;

i. Participation in the Residential EVSE Reporting Component of the Program is voluntary;

j. "Vehicle," under this subheading, shall mean a plug-in electric vehicle that was purchased or leased on or after December 1, 2010, with a gross vehicle

rating below 14,000 pounds; and

k. "Participant," under this subheading, shall mean a person that, lives in the Bay Area during the term of the Program, and has to the knowledge of Blink, complied with the foregoing Program Residential EVSE Reporting Component requirements.

HOST-SPECIFIC TERMS AND CONDITIONS

1. PROVIDER'S RESPONSIBILITIES AND AGREEMENTS

1.1 Network Operation. The Provider shall be responsible for: (i) provisioning, operating, maintaining, administering, and supporting the Blink Network infrastructure (but excluding Hosts' EVSEs and infrastructure for transmitting data from Networked EVSE to any Blink Network operations center); (ii) provisioning, operating, maintaining, administering, and supporting the Network Web Portals; (iii) acquisition and registration of new Blink Account Holders, administration and support of Blink Accounts and provisioning the support services for Users embodied in the Blink Services, and (iv) using commercially reasonable efforts to comply with all applicable laws and regulations governing, restricting or otherwise pertaining to the use, distribution, export or import of data, products, services and/or technical data whether such information or data relates to either the Host or Users in connection with the Blink Network.

1.2 Purchased Blink Services. The Provider shall make the Purchased Blink Services available to Host for each Networked EVSE listed on the invoice to which these Terms apply during the Subscription Term. The Provider represents and warrants that: (i) it has the power and authority to enter into and be bound by these Terms, (ii) the Blink Services shall perform materially in accordance with the Documentation, (iii) it will provide all support for

Purchased Blink Services and technical support and maintenance for all Software Applications as set forth in the Documentation, including, without limitation, Upgrades and will use commercially reasonable efforts to make the support services and the Purchased Blink Services available 24 hours a day, 7 days a week, 365 days per year, except for planned downtime, (iv) except as otherwise set forth herein, the functionality of the Blink Services shall not materially decrease during the Subscription Term, and (v) it will use commercially reasonable efforts to ensure that it does not transmit to Host any Malicious Code (excepting Malicious Code transmitted to Provider by Host). Host's exclusive remedy for a breach of any of the foregoing shall be as provided in Section 7.4 and Section 7.5 as set forth below.

1.3 Limitations On Responsibility. Neither Provider, its distributors nor any of its other authorized representatives shall be responsible for, or makes any representation or warranty to Host with respect to the following: (i) specific location(s) or number of Networked EVSE now, or in the future, owned, operated and/or installed by hosts other than Host, or the total number of Networked EVSE that comprise the Blink Network; (ii) continuous availability of electrical service to any Networked EVSE; (iii) continuous availability of any wireless or cellular communications network or internet service provider network not operated by Provider; (iv) availability of or interruption of the Blink Network attributable to unauthorized intrusions; (v) EVSE that are not registered and activated with the Blink Network, and (vi) the continued availability of any Google services incorporated for use with the Blink Services; provided that, if Google ceases to make the Google Application Programming Interface ("API") or any similar program available on reasonable terms for the Blink Services, the Provider shall make commercially reasonable efforts to replace the Google API or such similar program with products providing similar functionalities if such products are available upon

terms which the Provider, in its reasonable discretion, believes are commercially reasonable; and provided further that, if Google ceases to make the Google API or similar program available, or available on reasonable terms for the Blink Services, the Provider may cease providing such features without entitling Host to any refund, credit or other compensation.

1.4 Disclaimer Of Warranty. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE PROVIDER NOR ANY OF ITS DISTRIBUTORS OR OTHER AUTHORIZED REPRESENTATIVES, AS APPLICABLE, MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY FOR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

2. HOST RESPONSIBILITIES AND AGREEMENTS

2.1 General. Host shall be solely responsible for: (i) the purchase and installation of Host's EVSE and other electrical vehicle charging products; (ii) registration with and activation of Host's EVSE on the Blink Network through a Network Web Portal, including, without limitation, keeping current Host's contact information, email address for the receipt of notices hereunder, billing address for invoices and payment of Host's Net Session Fees due under these Terms; (iii) determining the pricing (including all applicable Taxes and Regulatory Charges) for any services accessed by Users through Host's Networked EVSE that are designated Commercial EVSEs and any conditions limiting access thereof, (iv) if a Networked EVSE is moved from its registered Host Location, Host shall notify Provider and so that Provider may update the registered Host Location of the Networked EVSE on the appropriate Network Web Portal within five (5) business days of making any such change(s); (v) provisioning and installation of appropriate signage that

clearly and prominently identifies and, where appropriate, provides directions to the Host Property Locations so that they may be easily located by Users; (vi) designation of each Networked EVSE as either a Commercial EVSE or a Free EVSE; (vii) keeping Networked EVSE and Host Property Locations(s) clean and free of graffiti, unauthorized advertising, debris and other materials that would obscure, block access or otherwise detract from or cast a negative light on the reputation of the Provider; (viii) the maintenance, service, repair and/or replacement of Host's Networked EVSE as needed, whether purchased from Provider or otherwise; (ix) assuring the accessibility, lighting and other factors pertaining to the safety of Users while utilizing the EVSEs not directly related to the design or manufacture of the EVSEs themselves.

2.2 Representations And Warranties Of Host. Host represents and warrants to the Provider, its distributors and other authorized representatives that: (i) Host has the power and authority to enter into and be bound by these Terms and to install the EVSEs and any other electrical vehicle charging products to be registered and activated on the Blink Network at the Host Location(s); (ii) Host assumes all responsibility that the electrical usage consumed by any of Host's Networked EVSE does not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Host is a party; and (iii) Host will comply with all applicable laws and regulations in performance of its obligations and duties hereunder.

2.3 Further Agreements Of Host Made In Connection With Registration Of Evse On The Blink Network And Use Of Blink Services. Host further acknowledges and agrees with the Provider and its distributors and authorized representatives, as applicable, as follows: (i) Host will not remove, conceal or cover the Blink Marks or any other markings, labels,

legends, trademarks, or trade names installed or placed on the Networked EVSE or any peripheral equipment for use in connection with the Networked EVSE for so long as such EVSEs are Networked EVSE; (ii) Host shall comply with, and shall have responsibility for and cause all other persons accessing or using Network Web Portals to comply with, all of the rules, regulations and policies of the Provider, as well as other networks and computer systems used to access Network Web Portals, whether operated by Host, its suppliers or others and Host agrees to indemnify and hold the Provider, Blink, and their respective distributors and authorized representatives, directors, shareholders, officers, agents, employees, permitted successors and assigns harmless from any third party notices, allegations, claims, suits or proceedings (each, a "Claim") resulting from Host's use of Network Web Portals and the Blink Services in violation of the terms of this Section 2.3; (iii) Host shall: (A) use its commercially reasonable efforts to prevent unauthorized access to Purchased Blink Services, (B) use the Purchased Blink Services only in accordance with the Documentation and applicable laws and government regulation, (C) shall not sell, resell, rent or lease the Purchased Blink Services, (D) shall not interfere with or disrupt the integrity of the Blink Network, the Blink Services or any third party data contained therein, and (E) shall not attempt to gain unauthorized access to the Blink Network or the Blink Services or their related systems or networks. All data collected by the Provider in connection with the operation of the Blink Network shall be owned by the Provider and Host acknowledges and agrees that Host shall have no right of access or the use of such data for any purpose other than the management of Host's Networked EVSE while registered with the Blink Network. Host agrees to comply with the privacy policy set forth on host.blinknetwork.com.

3. SESSION FEES AND PAYMENT FOR PURCHASED BLINK SERVICES

3.1 Session Fees. Host shall have sole authority to determine a User's Session Fees (which shall include all applicable Taxes and Regulatory Charges) applicable to Host's Networked EVSE.

3.2 Session Transaction Fees. In exchange for the Provider collecting Session Fees on behalf of the Host, the Host hereby authorizes the Provider to deduct from all Session Fees collected a Session Processing Fee in the amount equal to 10% of the Session Fee, or as such fees may be updated from time to time in accordance herewith.

3.3 Payment To Host Of Net Session Fees. The Provider shall remit all Net Session Fees to Host not more than fifteen (15) days after the end of each calendar month to the address provided by Host to Provider.

Notwithstanding the foregoing, if there are unpaid Subscription Fees (as defined below) and/or there are outstanding amounts owed for the Equipment purchase price, to the extent permitted by law, Host expressly agrees that until such balances are full paid, the Provider has the right to (i) offset any balances owed by Host to Provider or (ii) withhold payment of Net Session Fees. Provider shall have no obligation to notify Host of such offset but may do so on the Host's request.

3.4 Subscription Fees. Host shall pay the annual Subscription Fee of \$240 per port for Level 2 and \$480 per port for DCFC, or such other amounts as may be updated from time to time in accordance herewith. Subscription Fees shall be invoiced and payable either (a) by direct invoice issued by Blink, or (b) by deduction from Host's revenues payable under the Statement of Usage, at Blink's discretion, provided that Blink shall use reasonable efforts to apply such deduction-based billing only where Host's stations are actively monetized. The applicable billing method shall be communicated to Host in advance and may be revised by Blink upon notice. Payment shall be due

within fifteen (15) days of the commencement of each renewal term, unless deducted from Host's revenues in accordance with clause (b) above.

Except as otherwise specified herein:

- (i) Subscription Fees are quoted in and payable in U.S. Dollars;
- (ii) Subscription Fees are based on the Blink Services subscribed to by Host, and not on Host's actual usage of such services; (iii) payment obligations are non-cancelable and non-refundable; and (iv) Subscriptions are non-transferable.

Subscription Fees are based on annual periods that begin on the date of the Subscription start date and end on each annual anniversary thereafter.

For the purpose of this section the term: "**Monetize**" or "**Monetization**" means that the Host charges, collects, or is entitled to collect usage fees, access fees, session fees, or any other form of direct payment from end users or third parties for use of the EV charging stations or related services. A Host is deemed to "monetize" a station if the Host sets pricing on the charging platform that results in revenue to the Host or to any affiliated entity of the Host.

3.5 Overdue Subscription Fees. If any invoiced Subscription Fees are not received by the Provider by the due date, then such charges: (i) may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per quarter, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until paid, and (ii) the Provider may condition future Subscription renewals and new Subscriptions on payment terms other than those set forth herein.

3.6 Acceleration And Suspension Of Blink Services. If any amount owing by

Host under these Terms for Subscription Fees for Purchased Blink Services or under any other agreement between the Provider (or an Affiliate of Provider) and Host is more than thirty (30) days overdue (or, in the event that Host has authorized the Provider to charge the amount owing to Host's credit card and payment under such credit card has been declined, more than 5 days has passed since Host has received notice from the Provider of such event), the Provider may, without otherwise limiting the Provider's rights or remedies, accelerate Host's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the use by Host of the Purchased Blink Services until such amounts are paid in full.

3.7 Taxes And Regulatory Charges. Unless required by law or otherwise stated herein, Session Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("Taxes") or any fees or other assessments levied or imposed by any governmental regulatory agency ("Regulatory Charges"). Host is responsible for the payment of all Taxes and Regulatory Charges hereunder in connection with Purchased Blink Services, Session Fees and Session Processing Fees; provided, that the Provider is solely responsible for all Taxes and Regulatory Charges assessable based on the Provider's income, property and employees. Where the Provider is required by law to collect and/or remit the Taxes or Regulatory Charges for which Host is responsible, the appropriate amount shall be invoiced to Host and deducted by the Provider from Session Fees, unless Host has otherwise provided the Provider with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

4. PROPRIETARY RIGHTS

4.1 Reservation Of Rights. Subject to the limited rights granted expressly hereunder, Provider reserves all right, title and interest in and to the Blink Services, including all related Intellectual Property Rights. No rights are granted to Host hereunder except as expressly set forth herein. Provider shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the Blink Services any suggestions, enhancement requests, recommendations or other feedback provided by Hosts or Users relating to the Blink Services.

4.2 Restrictions On Use. Host shall not: (i) create derivative works based on the Blink Services, (ii) copy, frame or mirror any part or content of the Blink Services, (iii) reverse engineer any EVSE or Software Application, or (iv) access the Blink Network, any Network Web Portal or the Blink Services in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or “look and feel” of any Network Web Portal or the Blink Services.

4.3 GRANT OF LIMITED LICENSE FOR BLINK MARKS

4.3.1 License Grant. Host is granted under these Terms the nonexclusive privilege of displaying Blink Marks during the Subscription Term in connection with the Networked EVSE installed by Host. Host warrants that it shall not use any of the Blink Marks for any products other than the Networked EVSE at the Host Property Locations(s). Provider may provide trademark usage guidelines with respect to Host’s use of the Blink Marks which will be made available on a Network Web Portal, in which case Host thereafter must comply with such guidelines. If no such guidelines are provided, then for each initial use of the Blink Mark, Host must obtain Provider’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Host may use the Blink Mark in

the approved manner. The Blink Marks may not be used under these Terms as a part of the name under which Host's business is conducted or in connection with the name of a business of Host, provided that Host shall be under no obligation to exercise the license granted hereunder. Host agrees it will not list Provider or use the Blink Marks in conjunction with the name or mark of a competitor of Provider. Notwithstanding anything to the contrary contained in this Section, Host shall not obscure or partially obscure any Blink Marks placed on Host's EVSE.

4.3.2 No Registration Of Blink Marks By Host. Host will not take any action, directly or indirectly, to register or apply for or cause to be registered or applied in Host's favor or in the favor of any third party any Blink Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially similar to a patent, trademark, service mark, copyright, trade name or registered design of Blink or the Provider, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Host by Blink or the Provider.

4.3.3 Use Of Blink Marks By Host On The Internet. Host shall be entitled to use the Blink Marks to promote the Blink Network on Host-owned websites and through the internet advertising of Host, provided, that Host is limited to using the Blink Marks in connection with the Internet as follows: (i) the use must be in compliance with local rules regarding advertising of the Networked EVSE and the Blink Network on the Internet; (ii) no license is granted to use or register any domain name containing "Blink" or the Blink Marks; and (iii) Host will at all times indicate that each of the Blink Marks is a mark of Provider and used under license, as appropriate. Host agrees to allow the limited use of its name and/or logo in Provider's standard investor/shareholder presentation materials.

4.3.4 Termination And Cessation Of Use Of Blink Marks. Upon termination of the Subscription Term, Host and its Affiliates will immediately discontinue all use and display of the name “Blink” and the Blink Marks.

5. INDEMNIFICATION

5.1 Indemnification Of Host By Provider. Provider shall defend at its expense any third party notices, allegations, claims, suits, or proceedings (“Claim”) against Host to the extent alleging that the use of any of the Blink Services as permitted hereunder or the Blink Marks as furnished hereunder infringes or misappropriates the Intellectual Property Rights of any third party, and to pay costs and damages finally awarded in any such suit or agreed to by Provider in settlement with such third party (including reasonable attorney’s fees and expenses), provided that Provider is notified promptly in writing of the suit and at Provider’s request and at its expense is given control of said suit and all requested reasonable assistance for defense of same. Provider agrees that it shall not settle any Claim unless Host, as applicable, is unconditionally released from any liability as part of any settlement. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any Intellectual Property Rights by the combination of a product (including the Blink Services) furnished by Provider with other elements not furnished by Provider if such infringement would have been avoided by the use of the Blink product (including in conjunction with the Provider-furnished Blink Services) alone.

5.2 Indemnification Of The Provider By Host. Host shall defend the Provider, its distributors, authorized agents, directors, shareholders, officers, agents, employees, permitted successors, and assigns against any Claim (i) as a result of Host’s negligence or willful misconduct or (ii) alleging that Host’s use of the Blink Network or Blink Services in violation of these

Terms infringes or misappropriates the Intellectual Property Rights of any third party or violates applicable law, and to pay costs and damages finally awarded in any such suit or agreed to by Host in settlement with such third party (including reasonable attorney's fees and expenses), provided that Host is notified promptly in writing of the suit and at Host's request and at its expense is given control of said suit and all requested reasonable assistance for defense of same. Host agrees that it shall not settle any Claim unless Provider, its distributors, and/or other authorized representatives, as applicable, are unconditionally released from any liability as part of any settlement.

5.3 Limitation Of Liability. Except for liability for indemnification against third party claims for infringement or misappropriation of intellectual property rights, Provider's aggregate liability under these Terms shall not exceed the aggregate Subscription Fees paid by Host to the Provider in the calendar year prior to the event giving rise to the Claim. THE FOREGOING DOES NOT LIMIT HOST'S PAYMENT OBLIGATIONS FOR THE PURCHASED BLINK SERVICES.

5.4 Exclusion Of Consequential And Related Damages. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS IN ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL THE PROVIDER, ITS AFFILIATES OR THEIR RESPECTIVE DISTRIBUTORS OR OTHER AUTHORIZED REPRESENTATIVES BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE BLINK NETWORK, ANY BLINK SERVICES, THESE TERMS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY HOST NOT SPECIFICALLY SET FORTH IN

THESE TERMS AND EVEN IF THE PROVIDER, ITS AFFILIATES OR THEIR RESPECTIVE DISTRIBUTORS, OTHER AUTHORIZED REPRESENTATIVES, SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO ALL HOSTS.

5.5 Exclusive Remedy. The foregoing states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party with respect to any Claim described in this Section.

5.6 Electrical, Cellular And Internet Service Interruptions. None of the Provider, its Affiliates, any of their respective distributors, other authorized representatives, or Host shall have any liability whatsoever to the other with respect to damages, including but not limited to data loss caused by: (i) electrical, wireless, cellular and/or internet outages, interruptions, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause; (ii) interruptions in wireless or cellular service linking Networked EVSE to the Blink Network; (iii) interruptions attributable to unauthorized Blink Network intrusions; or (iv) interruptions in services provided by any internet service provider.

6. TERM AND TERMINATION

6.1 Term. These Terms shall become effective on the date of Provider's acceptance of the purchase order and issuance of an invoice and continues until all automatic renewals have been terminated or otherwise have expired.

6.2 Term Of Purchased Subscriptions. Subscriptions purchased by Host commence on the start date specified in the purchase order and shall continue for the applicable Subscription Term specified therein for each

Subscription or until the Purchased Blink Services provided pursuant to any Subscription are otherwise terminated, changed or canceled by the Provider or Host pursuant to the terms and conditions set forth herein.

6.3 Automatic Renewal Of Subscriptions. All purchased Subscriptions shall be automatically renewed for a period equal to that of the expiring Subscription, unless either party gives the other notice of non-renewal at least sixty (60) days prior to the scheduled expiration date for the relevant Subscription Term. The per-unit pricing for any renewal term shall be equal to the per-unit pricing of the prior term unless the Provider shall have given Host notice to the email address for the Host Account that Host has provided hereunder of any increase in pricing for Subscriptions at least seventy-five (75) days prior to the end of such expiring Subscription, in which case the price increase shall be effective upon renewal and thereafter.

6.4 TERMINATION

6.4.1 BY THE PROVIDER. The Subscription Term and the Purchased Blink Services furnished hereunder may be suspended or terminated: (i) after thirty (30) days written notice to Host that it is in material breach of any of Host's obligations under these Terms, and Host shall have failed to cure such breach prior to the expiration of said thirty (30) day period, provided however that if Host cures its default within thirty (30) days of such suspension or termination, the suspension or termination of Purchased Blink Services shall be restored and these Terms shall continue in effect, (ii) Host becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, (iii) upon the determination by any regulatory body that the subject matter of these Terms is subject to any governmental regulatory authorization or review if such authorization or review results in an order of

suspension or an order that materially increases the costs to Provider of providing the services; or (iv) upon 60 days written notice to Host.

6.4.2 BY HOST. The Subscription Term may be terminated by Host for cause:

(i) upon thirty (30) days written notice given to the Provider alleging a material breach of these Terms and the alleged breach remains uncured at the expiration of such thirty-day period, or (ii) the Provider becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. These Terms may be terminated by Host upon the voluntary deactivation and removal from registration via the applicable Network Web Portal of all Networked EVSE owned by Host from the Blink Network, at which time these Terms shall terminate effective immediately; provided, that Host shall not be entitled to any refund of Subscription Fees as a result of such termination and shall be required to pay any remaining annual fees for any remaining months in the then- current term or renewal term.

6.5 Refund Or Payment Upon Termination. Upon any termination of the Subscription Term for cause by Host pursuant to Section 7.4.2(i) or (ii) or the election of the Provider to terminate the Subscription Term pursuant to Section 7.4.1(iii) or (iv), the Provider shall refund to Host the pro-rata portion of any pre-paid Subscription Fees for the remainder of the applicable Subscription Term for all Subscriptions after the effective date of termination. Upon any termination for cause by the Provider pursuant to Section 7.4(i) (i) or (ii) or upon the voluntary removal from registration and activation of all of Host's Network EVSEs from the Blink Network, Host shall pay any unpaid Subscription Fees covering the remainder of the Subscription Term. In no event shall any termination relieve Host of any liability for the payment of Subscription Fees or Session Processing Fees for any period prior to the termination date.

7. WAIVER. The failure of either Party at any time to require performance by the other Party of any obligation hereunder will in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof will not constitute a waiver of the provision itself. The failure of either Party to exercise any of its rights provided in these Terms will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of the Party against whom such waiver is sought to be enforced. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

8. FORCE MAJEURE. Except with respect to payment obligations, neither the Provider nor Host will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence (a "Force Majeure Event"). A Force Majeure Event will include, but not be limited to, fire, flood, earthquake or other natural disaster (irrespective of such party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a party from performing its obligations under these Terms; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

9. APPLICABLE LAW. These Terms will be construed, and performance will be determined, according to the laws of the State of Florida without reference to such state's principles of conflicts of law (the "Applicable Law") and the state and federal courts of Florida shall have exclusive jurisdiction over any claim arising under these Terms.

10. WAIVER OF JURY TRIAL. Each Party hereby waives any right to jury trial in

connection with any action or litigation arising out of these Terms.

11. SURVIVAL. Those provisions dealing with the Intellectual Property Rights of Provider, Proprietary Rights, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of these Terms will remain in full force and effect as between the Parties hereto as contemplated hereby.

12. SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of these Terms or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of these Terms, or the application of such term or provision to these Terms, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby. If, however such invalidity or unenforceability will, in the reasonable opinion of either Party cause these Terms to fail of its intended purpose and the Parties cannot by mutual agreement amend these Terms to cure such failure, either Party may terminate these Terms for cause as provided herein above.

13. ACCESS. Host may not access the Blink Services if Host is a direct competitor of Provider without Provider's prior written consent. In addition, Host may not access the Blink Services for purposes of monitoring the availability, performance or functionality of Blink Services, or any other benchmarking or competitive purpose.

14. NO AGENCY OR PARTNERSHIP CREATED BY THESE TERMS. Provider, in the performance of these Terms, is an independent contractor. In performing its obligations under these Terms, Provider shall maintain complete control

over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by Provider and any Host to be created by these Terms. Host expressly agrees and acknowledges that Provider shall have the right to provide the Blink Services to any third party, including without limitation, competitors of Host. All of these Terms are binding on the signatory to the Quote and/or the business entity it represents. The signatory represents that it has authority to bind the entity on behalf of whom it signs.

15. MISCELLANEOUS. Nothing in these Terms is intended to obligate or commit Provider to provide any services other than as set forth herein. The invoice and purchase order relating to these Terms may be executed in two or more counterparts (including scanned and/or electronic copies and/or electronic signatures), all of which together shall be considered a single instrument. These Terms (including any exhibits) constitutes the entire agreement, and supersedes all prior agreements and understandings (both written and oral) of the parties hereto with respect to the subject matter hereof, and cannot be amended or otherwise modified except in writing executed by the parties hereto. These Terms shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Nothing contained in the Agreement, whether expressed or implied, is intended to give or shall be construed as giving anyone other than the parties and the named Host and their successors or assigns any rights under these Terms. These Terms may be assigned by Provider to a parent, a wholly-owned subsidiary, an affiliate, any entity with which it might merge, or to any successor-in-interest without notice to Host.

CONTACT US

Blink Customer Service: 1-888-998-2546

By Mail:

Blink Network, LLC
Customer Support
17301 Melford Boulevard,
Bowie, MD 20715
USA

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 **EN-US** 

Company

Media

Get In Touch

Leadership

Newsroom

Driver Support

Sustainability

Investor News

Host Support

Careers

Press Kit

Commissioning

Public Policy

Glossary of Terms

Contact Sales

Investors

Webinars

Request a Quote

Trust Center Blog

**HOST
LOGIN**

Follow Us

**Find
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We
take
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**AMENDMENT NO. 1 TO
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / Parkwood Landscape Maintenance, Inc.)

This Amendment No. 1 (“First Amendment”) to the February 1, 2025 Landscape Maintenance Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Parkwood Landscape Maintenance, Inc. (“Contractor”), a California corporation, is dated October 13, 2026 for reference purposes. Capitalized terms not otherwise defined in this First Amendment shall have the meaning given to such terms in the Agreement.

R E C I T A L S

A. The parties executed the Agreement to provide for Contractor’s performance of landscape maintenance services for the Authority.

B. The parties desire to amend the Agreement to: (i) extend the term; (ii) revise the scope of services; (iii) revise the fee schedule; and (iv) update the federal requirements exhibit.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 1. Section 1 (Definitions) of the Agreement is amended by revising paragraph (C), (D), and (I), and by adding a new paragraph (J), to read as follows:

“(C) ‘Contract Limit’: \$1,323,280.

(D) ‘Executive Director’: John T. Hatanaka or a duly authorized designee or successor.

(I) ‘Services’: the tasks set forth in the attached Exhibit A. Commencing October 13, 2026, ‘Services’ means the tasks set forth in the attached Exhibit A-1 and Exhibit E.”

2. Amendment of Section 2. Section 2 (Services) of the Agreement is amended by adding a new paragraph D to read as follows:

“D. Contractor shall perform work in addition to the Services on a Task Order basis upon the terms and subject to the conditions set forth in this Agreement. No additional work shall commence without a corresponding Task Order executed by the parties. Executed Task Orders are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of a Task Order, the provisions of this Agreement shall prevail.”

3. Amendment of Section 3. Section 3 (Term) of the Agreement is amended to read as follows:

“3. Term.

A. This Agreement shall commence on February 1, 2025 and shall expire on April 30, 2028 unless extended or earlier terminated as provided herein.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 60 days prior written notice to the other party.”

4. Substitution of Exhibit A-1. Commencing October 13, 2026, the attached Exhibit A-1, including the attached Sub-Attachment A-1 Schedule A-1 (Landscaping Services), is substituted for Exhibit A of the Agreement except for the existing Sub-Attachment A Schedule B (Specifications For Irrigation System Repair & Maintenance Potable Water). As of such date, all references in the Agreement to the Services shall be deemed to refer to the attached Exhibit A-1 with the attached Sub-Attachment A-1 Schedule A-1 (Landscaping Services) and the existing Sub-Attachment A Schedule B (Specifications For Irrigation System Repair & Maintenance Potable Water).

5. Substitution of Exhibit B-1. Commencing October 13, 2026, the attached Exhibit B-1 is substituted for Exhibit B of the Agreement. As of such date, all references in the Agreement to the Fee Schedule shall be deemed to refer to the attached Exhibit B-1.

6. Substitution of Exhibit D-1. The attached Exhibit D-1 is substituted for Exhibit D of the Agreement. All references in the Agreement to Exhibit D shall be deemed to refer to the attached Exhibit D-1.

7. Addition of Exhibit E. The attached Exhibit E is added to the Agreement.

8. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

9. Preservation of Agreement. Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below.

Parkwood Landscape Maintenance, Inc.

By: David Melito

By: David Melito

Print Name: DAVID MELITO

Print Name: DAVID MELITO

☐ Chairperson ☒ President ☐ Vice President

☒ Secretary ☐ Asst. Secretary

☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

Jess A. Talamantes, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A-1

Revised Scope of Services

GENERAL LANDSCAPE MAINTENANCE AND OPERATING REQUIREMENTS

A-1. Purpose

The purpose of this Exhibit is to define the general operating requirements, staffing standards, service conditions, routine landscape maintenance obligations, reporting requirements, and additional-service procedures.

A-2. General Service Conditions

A. Safety Data Sheets. Prior to performing services, Contractor shall obtain Authority approval of safety data sheets for all fertilizers, herbicides, pesticides, and other chemical products proposed for use in the performance of the Services. Contractor shall not apply any such product until the applicable safety data sheet has been submitted and approved.

B. Contractor Personnel. Prior to performing services, Contractor shall provide to the Authority, in a format acceptable to the Authority, the identity and qualifications of supervisory personnel, irrigation technicians, and other key personnel assigned to the Services. If the Authority is dissatisfied with the performance, conduct, qualifications, or suitability of any Contractor personnel, as determined by the Authority in its reasonable discretion, Contractor shall promptly remove and replace such personnel upon written notice.

C. Contractor Appearance. While performing services, Contractor personnel shall at all times present a neat and clean appearance and shall wear neat, clean uniforms that clearly identify the worker as a member of Contractor's workforce. Contractor personnel shall comply with all badging, security, and appearance requirements of the Authority.

D. Service Hours. Unless otherwise approved by the Authority, Contractor shall perform services between the hours of 5:00 a.m. and 4:00 p.m., Monday through Friday. Contractor shall coordinate all work so as not to interfere unreasonably with airport operations, public access, passenger circulation, vehicular movement, or the work of other contractors.

E. Debris Disposal. Contractor shall promptly and properly dispose of all material and debris generated in the provision of services, including debris in surrounding areas caused by Contractor's operations. Disposal shall be performed in accordance with applicable laws, regulations, and Authority requirements.

F. Traffic Control. Contractor shall take all appropriate action to provide for the safe and efficient control of traffic whenever providing services in the vicinity of roadways, curbs, parking areas, pedestrian paths, terminal frontage, or other active circulation areas. Contractor shall provide cones, signs, barriers, flagging, and other traffic-control measures as required by law and by the Authority.

G. Permits. Contractor shall be responsible for obtaining all permits, licenses, and approvals necessary to operate or perform services in the City of Burbank, City of Los Angeles, and any

other applicable jurisdiction, to the extent such permits, licenses, or approvals are required for Contractor's work.

H. Communications. Contractor's supervisor and irrigation technician shall have a cell phone available for communication with the Authority whenever Contractor is performing services. Contractor shall respond promptly to communications regarding service conditions, emergencies, and corrective action.

I. Contact Number. Contractor shall continuously maintain a single phone number through which the Authority may notify Contractor of landscaping and irrigation issues, discrepancies, or emergency conditions. Contractor shall immediately notify the Authority of any change in such contact information.

J. Vehicles. Contractor vehicles used in providing services shall be equipped with an amber emergency beacon, light bar, or similar warning device when operating in active airport areas, and shall be clearly marked with Contractor's company name. Use of such warning devices shall comply with the Airport Rules and Regulations and with all applicable safety requirements.

K. Damage Caused by Contractor. Contractor shall timely and properly repair or replace, at Contractor's sole expense, any property, landscaping, irrigation component, pavement, structure, or improvement damaged by Contractor's negligent or wrongful acts or omissions in the performance of the Services.

L. Pesticides and Herbicides. Contractor shall apply all pesticides and herbicides in accordance with applicable law, label directions, industry best practices, and Authority requirements. Where directed by the Authority, Contractor shall use a photosensitive dye that produces a temporary visible color upon application. Contractor shall ensure that all required applicator licenses and certifications remain current.

M. Existing Condition. Contractor shall accept the existing condition of all landscaping areas as of the commencement of the Services. Existing conditions shall not constitute grounds for an increase in compensation under the base Scope of Services, except to the extent the Authority expressly directs restoration or corrective work as Additional Services.

A-3. Required Personnel and Minimum Field Resources

A. Supervisory Personnel. Contractor shall designate supervisory personnel to provide on-site supervision of the Services. Unless otherwise agreed by the Authority, supervisory personnel shall be knowledgeable in landscape maintenance operations, safety practices, and irrigation system oversight, and shall have authority to direct Contractor's workforce and respond to Authority directives.

B. Irrigation Technician. Contractor shall designate irrigation technicians to provide irrigation-related services. Unless otherwise authorized by Hollywood Burbank Airport, irrigation technicians shall be knowledgeable in irrigation-system inspection, troubleshooting, programming, controller operation, valve-box maintenance, and minor routine repairs.

C. Landscape Technicians. Unless otherwise authorized by the Authority, Contractor shall provide qualified and knowledgeable landscape technicians sufficient to perform the Services in a

timely, safe, and professional manner consistent with the service levels established under the Agreement.

A-4. Equipment, Tools, Parts, Supplies, and Consumables

A. Contractor shall provide all equipment, tools, supplies, parts, consumables, and other materials necessary to perform the Services. No additional payment shall be made for equipment, tools, parts, supplies, or consumables used in the performance of the Services unless expressly authorized in writing by the Authority as Additional Services.

B. Equipment. All equipment used in the performance of the Services shall be battery operated to the extent practicable and of a type consistent with current industry best practices, and shall be maintained in good working order. Any malfunctioning or improperly maintained equipment shall be removed from service immediately and replaced or repaired at Contractor's expense.

C. Tools. All tools used in performance of the Services shall be of a type consistent with current industry best practices and maintained in good working order. Any malfunctioning or improperly maintained tools shall be removed from service immediately and replaced or repaired at Contractor's expense.

D. Irrigation Parts and Consumables. Contractor shall maintain an on-hand inventory of replacement parts and consumables reasonably required to effect timely servicing of irrigation systems within Contractor's maintenance scope. Contractor shall use only manufacturer-recommended materials, fluids, lubricants, and replacement parts. Where new replacement parts are not available, Contractor shall promptly inform the Authority and, upon prior written approval from the Authority, may use a substitute.

E. Contractor Warranty on Its Own Work. Unless otherwise agreed in writing by the parties, Contractor shall warrant parts furnished by Contractor for one year and labor performed by Contractor for 60 days from the date of acceptance by the Authority. Contractor shall maintain warranty records on all parts replaced and shall make such records available to the Authority upon request. All warranty records relating to Contractor's work at the Airport shall be the property of the Authority. Any warranty by Contractor on parts or labor under this Exhibit shall apply only to parts furnished and labor performed by Contractor under this Agreement or under separately authorized Additional Services, and shall not be interpreted to assume, replace, diminish, or supersede any installation warranty or plant-establishment warranty owed by the Installing Contractor.

F. Pesticides, Herbicides, Fertilizer, Compost, Mulch, Lawn Seed, and Other Consumables. Contractor shall provide pesticides, herbicides, fertilizer, compost, mulch, lawn seed, and other consumable products required to perform the Services. All such products shall be of a type consistent with current industry best practices, all applicable regulations, and Authority requirements.

G. Plants Damaged by Contractor. Contractor shall timely and properly replace plants, including lawns, shrubs, ground cover, and trees, that the Authority determines were damaged due

to the negligence of Contractor. Such replacement shall be made in kind and at Contractor's sole expense.

A-5. Deliverables

Landscape Schedule. Within 10 business days after the contract execution date, Contractor shall provide the Authority, for approval, a detailed Landscaping Schedule describing how the Services and the applicable service-area schedules will be provided. Contractor acknowledges that the Authority reserves the right to amend or modify an approved Landscaping Schedule due to airport operations, inclement weather, safety conditions, or other operational needs.

A-6. Monthly Reports

A. With each monthly invoice, Contractor shall, if requested by the Authority, provide reports in a format acceptable to the Authority containing the information described below, as applicable to the Services performed during the prior month.

B. Chemical Applications. Contractor shall provide a summary report of chemical applications occurring during the previous month. The report shall be accompanied by the original signed Chemical Control logs and shall include, at a minimum: (i) the names of Contractor personnel applying, mixing, or otherwise handling chemicals and the number of hours each individual was engaged in such activity; (ii) the date, time period, and location of each chemical application; (iii) the name and quantity of chemical used; (iv) problems encountered, if any; (v) pertinent recommendations, if any; and (vi) the signature of the Contractor personnel applying the chemical.

C. Irrigation Inspections. Contractor shall provide a written report of all irrigation-system inspections. At a minimum, the report shall identify all discrepancies discovered that required repair, the apparent cause of each discrepancy, the repair action taken, and any pertinent recommendations for preventing similar discrepancies.

D. Green Waste and Trash Removal. Contractor shall provide a written report stating the quantity of green waste removed and trash removed, together with the date and location of disposal.

E. Service Area Condition Report. Contractor shall provide a written report indicating the condition of each service area. The report shall describe the aesthetics, health, observed discrepancies, and any action taken to address discrepancies for each area serviced.

A-7. Uniforms

While working on Airport premises, all Contractor personnel shall be dressed in accordance with Contractor's dress code. Uniforms shall be worn which fully identify each worker as a member of Contractor's workforce. All Contractor personnel shall carry any airport-issued identification badge required by the Authority at all times while on Airport premises.

A-8. Alcohol and Narcotics

Contractor agrees that it will not introduce onto Airport property any beer, wine, spirits, narcotic, hallucinogenic, dangerous drug, cannabis, or other prohibited substance. Contractor shall take

disciplinary action commensurate with the circumstances against any employee who brings onto or uses any such substance on Airport property, subject to applicable law.

A-9. Damage

If Contractor damages any Authority property, the Authority may either retain from monies otherwise due Contractor an amount sufficient to repair the damage or require Contractor to repair the damage to the satisfaction of the Authority, at Contractor's expense.

A-10. Additional Services

A. Where extra services are desired, the Authority may issue a task order or other written authorization for Additional Services. Additional Services, including applicable rates, parts, consumables, and reimbursement terms, shall be performed only as authorized in writing by the Authority and shall be compensated in accordance with the Agreement and the applicable attachment or fee schedule.

B. Tree Maintenance - Extra Service. As requested by the Authority, trees outside the designated landscaping service areas may be pruned and trimmed as needed for safety, tree health, and aesthetics. Contractor shall prune dead branches and use proper pruning techniques.

C. Major Irrigation System Repair and Installation Services. As requested by the Authority, Contractor shall promptly and properly repair irrigation-system discrepancies that the Authority determines were not caused by normal wear, to the extent such work is separately authorized. If requested and separately authorized, Contractor may install new irrigation systems as directed by the Authority. All such repairs and installations shall be performed in accordance with the applicable specifications identified in the Agreement or the written task authorization.

A-11. Emergency Calls

Calls of an emergency nature received by the Authority may be referred to Contractor for immediate disposition. Contractor shall have the capability to receive and respond immediately to emergency calls, upon approval of the Authority, during normal working hours as well as after normal working hours, weekends, and holidays. Contractor shall maintain an updated emergency contact list and provide any changes to Authority immediately.

A-12. Routine Landscape Maintenance Services

Contractor shall maintain Airport and designated Airport property landscaping in a clean, healthy, safe, and neatly groomed condition and shall perform all Services reasonably necessary to preserve appearance, safety, and functionality, including the following:

- a. weed removal, including roots, from shrubs, groundcover beds, planters, tree wells, and paved surfaces;
- b. litter and debris removal from all service locations and adjacent vicinity;
- c. planter and service-area maintenance, including cleaning, sweeping, blowing, and vegetation control;
- d. pruning and trimming of trees, shrubs, and ground cover to maintain healthy growth, visibility for security cameras, and clearance from buildings and fences;
- e. disease and pest control using industry best practices, including use of appropriately licensed applicators where required;

- f. mowing, edging, and trimming of lawn areas and around appurtenances;
- g. over-seeding and top dressing where directed;
- h. de-thatching and aerification where directed;
- i. weekly irrigation-system inspection and routine maintenance through the use of controllers, rather than bleed valves, as specified by manufacturer recommendations to prevent water waste and support proper system performance;
- j. maintenance of irrigation controllers and valve boxes free of soil, water, and debris, including replacement of controller batteries as necessary;
- k. immediate notice to Hollywood Burbank Airport of any discrepancy resulting in an inoperative or improperly operating irrigation system or excessive use of water; and
- l. power washing of sidewalks and other exterior hardscape areas outside the Terminal Building pursuant to a schedule approved by the Authority and as otherwise directed by the Authority. Services shall include removal of dirt, staining, gum, grime, organic buildup, and other surface contaminants to maintain a clean, safe, and presentable condition. Contractor shall use equipment, water pressure, cleaning agents, and work methods appropriate for the surface material and in accordance with manufacturer recommendations, applicable regulations, and Authority requirements. Contractor shall ensure that runoff, wash water, and debris are properly controlled and disposed of in accordance with all applicable environmental requirements.

A-13. Relationship to Other Exhibits

Compensation shall be governed by Exhibit B, insurance requirements by Exhibit C, federal requirements by Exhibit D, and RPT-specific preventive maintenance and warranty-responsibility provisions by Exhibit E.

SCHEDULE A-1 — LANDSCAPING AREAS

Servicing Location: Area #1 through Area #6

The services listed below shall be performed throughout Service Areas 1 through Service Area 6, at least in accordance with the frequencies defined below:

1. Weed Removal: Performed as required.
2. Litter Removal: Performed as required.
3. Irrigation System Inspection and Maintenance Service: Performed One (1) time per week or as needed basis.
4. Lawn Mowing, Edging and Trimming: Performed One (1) time per week.
5. Disease, Herbicide and Pest Control: Performed One (1) time every Two (2) months.
6. Pruning and Trimming: Performed as required.
7. Fertilize Grass and Plants: One (1) time every Three (3) months.
8. Fertilize Trees and Shrubs: One (1) time every Three (3) months.
9. Mulching: Maintain two inch (2") thick coverage in landscaping beds.
10. Power washing services one (1) time per week or as needed for all sidewalks, walkways & Plaza.

* Shrubs and plants must be pruned to avoid contact with airfield perimeter fencing. Trees must be pruned to prevent any branches from hanging over the airfield perimeter fencing.



Area 1 - Airport Maintenance Yard



Area 2 - Hangar 43, 44, 45



Area 2 - Million Air Terminal, Hangar 37, 40, 41. Hangar Parking Lots



Area 3 - Hollywood Way Trees and Shrubs



Area 3 - Lot B



Area 3 - RSA, 2650 & 2700 Hollywood Way



Area 4 - Exit & Roadway, Lot G



Area 4 - RITC & Lot D



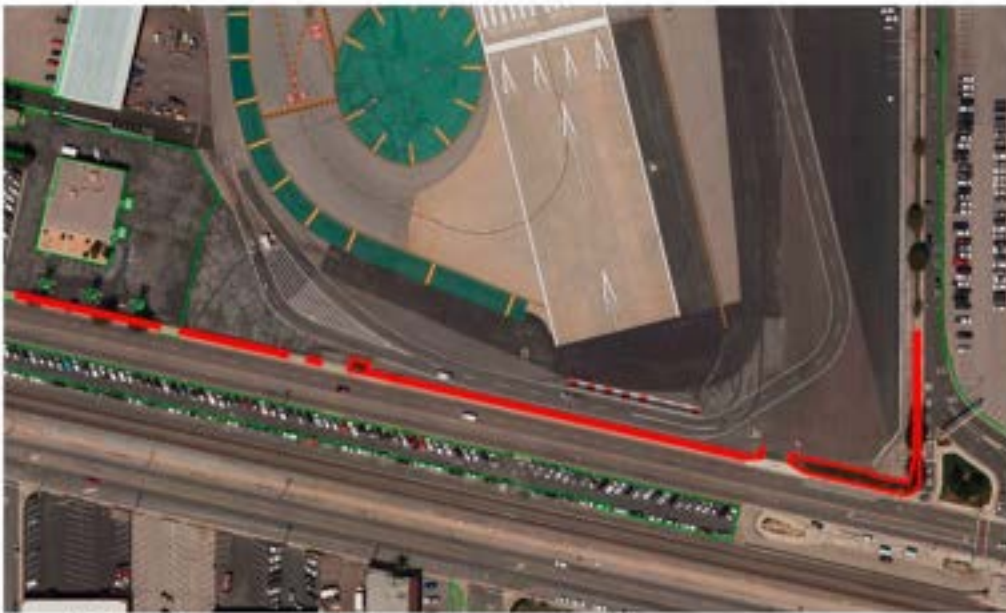
Area 4 - Valet



Area 4 - Empire Airport Entrance, Exit & Roadway



Area 5 - Empire Ave.



Area 5 - Empire Ave.



Area 5 - Air Cargo



Area 5 - Empire Extension & Hangar 2

Area 6 – RPT



Terminal Plaza



Garage Perimeter Landscape Terminal Plaza



Entry Roadway



Irrigation Areas

EXHIBIT B-1
Revised Fee Schedule

This Revised Fee Schedule pricing shall be firm, fixed price, all-inclusive. Contractor agrees to accept the specified compensation as set forth below as full compensation for performing all services and furnishing all staffing, labor, uniforms, equipment, tools and materials required, insurance requirements, general and administrative support costs, mileage, overhead(s), profit, sale and use taxes connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The Authority shall have no obligation to pay any sum in excess of total contract amount specified herein unless authorized by a contract amendment.

A. Fees and Charges:

The Authority will pay the following fees in accordance with the provisions of the contract based upon Contractor's performance of the requested services as described in the Scope of Work. Fees paid to the Contractor shall be based upon amount paid monthly.

Description	Monthly	18-Month Total
18-month extension (commencing October 2026)	\$36,877.00	\$663,786.00

B. Additional Services:

If and when the Authority requests Contractor to provide services in addition to those specified above, Contractor shall develop a work plan and cost proposal detailing the specific tasks to be completed for performing such tasks. Contractor shall not perform any additional services until Authority issues a signed Task Order with the execution of the work plan. Contractor shall not invoice the Authority for any work not specially authorized on the project job site by the Authority or as noted in the Authority's signed Task Order, including all attachments. Labor pricing shall contemplate all planned and unplanned wage changes and shall be firm for the term of this Agreement.

Labor Hours for Additional Services	Hourly Rate (Flat Rate)		
	Hourly Technician	Irrigation Technician	Supervisor
Regular Hours (5:00 a.m. – 10:00 p.m. M-F)	\$39.00	\$95.00	\$85.00
After Hours (10:00 p.m. – 5:00 a.m. M-F)	\$58.50	\$142.50	\$142.50
Saturday	\$58.50	\$142.50	\$142.50
Sundays & Holiday	\$58.50	\$142.50	\$142.50

Materials: Contractor must supply receipts for all materials purchased. Parts and consumables for Additional Services shall be billed at cost plus mark-up.

Material
Cost plus <u> 15 </u> % mark-up

Note: Applicable tax shall be billed when invoicing.

*All parts and consumables used in performance of the Scope of Work are included in proposed fixed monthly price and will not be reimbursed.

EXHIBIT D-1

Federal Requirements

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT E

RPT Preventative Maintenance Scope and Warranty Responsibility Allocation

1. Purpose

The purpose of this Exhibit is to define the scope of preventive landscape maintenance services to be provided by Contractor for the Replacement Passenger Terminal (“RPT”) landscape areas and to clearly allocate responsibility between Contractor, as maintenance contractor, and the separate landscape and irrigation installing contractor or contractors retained by the Authority, as warranty-responsible parties for original installation work.

2. Service Area

Contractor shall provide preventive landscape maintenance services for the RPT landscaped areas identified by the Authority, including planting areas, planter beds, medians, terminal-frontage landscape areas, parking-adjacent landscaped areas, rain garden or bio-swale landscape areas, and associated irrigation-served landscape improvements within the RPT limits of work shown on the approved plans and exhibits.

3. Nature of Parkwood's Services

Contractor is retained solely to provide routine and preventive landscape maintenance services for the RPT landscape areas after turnover for maintenance. Contractor is not the landscape installer, irrigation installer, or warranty contractor for the original construction of the RPT landscape improvements unless expressly stated in a separate written agreement executed by the Authority.

4. Express Non-Transfer of Warranty Obligations

Nothing in this Agreement shall be interpreted to transfer any installation, replacement, plant establishment, irrigation construction, or workmanship warranty obligation from the installing contractor to Contractor.

5. Contractor Preventive Maintenance Services

Contractor shall furnish all labor, supervision, hand tools, light equipment, transportation, consumables, and incidental services necessary to perform routine and preventive landscape maintenance for the RPT service area. Preventive maintenance services shall include, as applicable to the maintained areas:

- a. watering management and irrigation observation; visual inspection of irrigation operation during routine service visits; seasonal or operational adjustment of irrigation schedules and controller settings, to the extent permitted by the Authority; inspection of visible irrigation components for proper operation; minor routine cleaning of valve boxes, exposed irrigation appurtenances, and accessible maintenance areas; pruning, trimming, shaping, and grooming of shrubs, groundcover, ornamental grasses, and similar plant material; edging of planting beds and maintained borders;
- b. weed abatement and removal of unwanted vegetative growth; litter, trash, leaf, and debris removal from landscaped areas; monitoring for visible pest or disease conditions and reporting such conditions to the Authority; mulching touch-up, staking adjustment, and general appearance maintenance as authorized by the Authority; and written reporting to the Authority regarding observed deficiencies, failures, and warranty issues.

6. Contractor Reporting Obligations

A. As part of its preventive maintenance services, Contractor shall monitor the RPT landscape and irrigation improvements during regular service visits and shall notify the Authority in writing of observed conditions that appear to require corrective work, warranty review, or further evaluation. Such conditions may include:

- a. dead, dying, stressed, impaired, or unhealthy plant material; irrigation leaks, nonfunctioning heads, overspray, low pressure, broken emitters, broken valves, controller alarms, or other visible irrigation malfunctions; erosion, ponding, washout, settlement, or drainage-related distress within landscape areas;
- b. broken stakes, unstable trees, or visible failures of tree stabilization; vandalism, impact damage, or third-party damage to landscape or irrigation elements; and any other condition Contractor reasonably believes should be brought to the attention of the Authority.

B. Contractor's obligation under this section is limited to reasonable field observation and reporting in the normal course of maintenance work. Contractor shall not be responsible for destructive investigation, engineering diagnosis, design review, warranty enforcement, or root-cause analysis unless separately authorized in writing by the Authority.

7. Excluded Services

Unless expressly authorized by written amendment, change order, or separate task authorization, Contractor's services do not include original landscape installation or re-installation; original irrigation system installation, testing, balancing, or commissioning; warranty replacement of trees, shrubs, groundcover, vines, ornamental grasses, annuals, perennials, rain garden or bio-swale planting, or other installed plant materials; correction of design defects, installation defects, defective materials, workmanship defects, irrigation construction defects, controller installation defects, wiring defects, valve defects, piping defects, sleeve defects, trench settlement, or grading and drainage deficiencies attributable to original construction; major irrigation repair or capital replacement work, except as separately authorized; forensic review, legal support, or direct administration of warranty claims against the installer; or corrective work assigned to the installing contractor under the plans, specifications, or warranty documents.

8. Installer Warranty Responsibility

A. All installation-related warranties for the RPT landscape and irrigation work shall remain solely with the landscape installer, irrigation installer, or other applicable installing contractor or contractors, in accordance with the project plans, specifications, and warranty documents.

B. Without limitation, the installing contractor shall remain responsible for plant warranty and replacement obligations required by the planting specifications; irrigation defect correction and guarantee obligations required by the irrigation specifications; correction of defects in materials and workmanship; repair of settling of trenches or backfilled areas where assigned by the irrigation specifications; replacement of plants that are dead, unhealthy, structurally failed, or otherwise noncompliant within the warranty period; and furnishing replacement plant material of the same kind and size as specified unless otherwise approved by the Authority.

9. No Assumption of Installer Warranty by Contractor

Contractor shall have no responsibility for warranting or correcting defects in original design, installation, workmanship, plant establishment, irrigation construction, materials, or related original construction work, except to the extent damage is directly caused by Contractor's negligent acts or omissions in performing maintenance services. Performance of preventive maintenance by Contractor shall not relieve the installing contractor of any obligation imposed by the plans, specifications, warranties, or applicable contract documents.

10. Protection of Warranty Rights

Contractor shall perform its services in a manner reasonably intended to preserve applicable installer and manufacturer warranties. Contractor shall not make material alterations to the installed irrigation system, plant palette, planting layout, or other originally installed components except as necessary for ordinary maintenance and except as otherwise directed in writing by the Authority. Any non-routine repair, component replacement, modification, or alteration requested of Contractor shall require prior written authorization from the Authority. Unless expressly stated in such written authorization, performance of such work by Contractor shall not constitute acceptance of any installer warranty obligation.

11. Damage Caused by Parkwood

Notwithstanding the foregoing exclusions, Contractor shall be responsible for damage directly caused by the negligent or wrongful acts or omissions of Contractor, its employees, agents, or subcontractors in the performance of maintenance services. Such responsibility shall be limited to repair or replacement of the specific damage caused by Contractor and shall not expand into any broader installation warranty, system guarantee, or plant-establishment warranty.

12. Authority Administration of Warranty Claims

A. The Authority shall retain responsibility for asserting, administering, and enforcing warranty claims against the installing contractor. If Contractor identifies a condition that appears to be warranty-covered, Contractor shall notify the Authority, and the Authority shall determine whether to direct the installing contractor to perform corrective work under warranty.

B. At the request of the Authority, Contractor shall provide reasonable field support for documenting observed deficiencies, including photographs, service notes, and location references developed during normal maintenance operations. Unless separately compensated, Contractor shall not be required to manage warranty enforcement, supervise corrective work by others, or perform claims administration.

13. Standard of Care

Contractor shall perform preventive maintenance services in a professional manner consistent with generally accepted landscape maintenance practices for a public-facing transportation facility, and in accordance with the maintenance schedule approved by the Authority, site-access restrictions, safety requirements, and operational constraints.

14. Frequency of Service

Service frequency, staffing levels, and visit schedules for the RPT landscape areas shall be as established in this Agreement, purchase order, or written schedule approved by the Authority. Contractor's obligation is to provide preventive maintenance visits and related services expressly

authorized by the Authority; Contractor is not obligated to provide continuous installer-level maintenance or warranty replacement work unless separately authorized in writing.

15. Pre-Existing Conditions

Contractor shall not be responsible for correcting pre-existing defects, punch-list items, incomplete construction items, warranty deficiencies, or nonconforming installed conditions existing before Contractor's maintenance commencement date, provided Contractor identifies such conditions to the Authority within a reasonable time after discovery.

16. Priority of Interpretation

If there is any conflict between this Exhibit and generalized installer-oriented language in the plans or specifications, this Exhibit shall govern as to the allocation of responsibility between the Authority and Contractor under this Agreement, unless this Agreement expressly states otherwise.

**AMENDMENT NO. 1 TO
NOISE OFFICE SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / Envirosuite)

This Amendment No. 1 ("First Amendment") to the April 15, 2024 Noise Office Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Customer"), a California joint powers agency, and EMS Brüel & Kjaer, Inc. ("Supplier"), a Delaware corporation doing business as Envirosuite, is dated August 17, 2026 for reference purposes.

RECITALS

A. The parties executed the Agreement to provide for Customer's retention of Supplier as an independent contractor to provide continued maintenance and support services for an Airport Noise and Management System at Hollywood Burbank Airport.

B. The parties desire to amend the Agreement to provide for Supplier's installation of a replacement Digital Loggers Incorporated Air Traffic Control audio recorder solution.

NOW, THEREFORE, the parties agree as follows:

1. Addition of Clause 21. The Agreement is amended by adding a new Clause 21 to read as follows.

"21 Replacement Air Traffic Control Recorder

- a. Supplier shall install a replacement Digital Loggers Incorporated ("DLI") Air Traffic Control ("ATC") audio recorder solution in accordance with Schedule G.
- b. Upon acceptance of the replacement DLI ATC audio recorder solution, Customer shall pay Supplier a one-time Service Fee in accordance with Schedule G.
- c. The parties acknowledge that installation work performed under this Agreement constitutes a "public works project" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).
- d. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 (with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)).
- e. Installation work performed under this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Supplier shall post job site notices, as prescribed by regulation.

- f. Copies of the prevailing rate of the per diem wages established by the DIR are on file at Hollywood Burbank Airport and shall be made available on request.
- g. Supplier shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to Customer, the sum of \$200 for each calendar day or portion thereof during which Supplier or any subcontractor has paid to any worker employed on an installation project an amount less than that required by the DIR.
- h. Supplier agrees to comply with the provisions of Labor Code Section 1776, which generally require Supplier and each subcontractor to: (i) keep accurate payroll records; (ii) certify and make such payroll records available for inspection; (iii) inform Customer of the location of the records; and (iv) forfeit, as penalty to Customer, the sum of \$100 for each calendar day or portion thereof for each worker until such payroll records have been provided in response to a request pursuant to Section 1776. Supplier is responsible for compliance with Section 1776 by itself and all of its subcontractors. Supplier shall provide a copy of such payroll records to Customer.
- i. Supplier shall forfeit, as penalty to Customer, the sum of \$25 dollars for each worker employed in the execution of this Agreement by Supplier or subcontractors for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week, in violation of Labor Code Section 1810 et seq.
- j. Supplier shall not perform any installation work under this Agreement with any subcontractor that has been debarred or suspended pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Supplier and subcontractors (including principals and employees of Supplier and subcontractors) shall not be debarred or suspended throughout the term of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Supplier or any subcontractor becomes debarred or suspended during the term of this Agreement, then Supplier shall immediately notify Customer.
- k. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, Supplier certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 2. **Addition of Schedule G.** The attached Schedule G is added to the Agreement and incorporated by reference.
- 3. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

4. **Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

TO EXECUTE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below:

EMS Brüel & Kjaer, Inc. DBA Envirosuite

By: 

Print Name: Greg Bracci

☐ Chairperson ☐ President ☒ Vice President

By: 

Print Name: Tobias Dover

☐ Secretary ☐ Asst. Secretary
☒ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line]

Burbank-Glendale-Pasadena Airport Authority

Tyron Hampton, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

Schedule G
Replacement Air Traffic Control Solution

(attached)

August 6, 2026

Mr. Kyle Porter
Manager, Noise & Environmental Affairs
Hollywood Burbank Airport (BUR)
2627 N Hollywood Way
Burbank, CA 91505

Replacement Air Traffic Control (ATC) Recorder for Hollywood Burbank Airport

Dear Mr. Porter:

Hollywood Burbank Airport (BUR) owns and operates Ideagen ANOMS as a key part of its airport noise management strategy. The total solution consists of ANOMS, WebTrak, and NMTs used to identify operations and provide measured data for reports used to engage the community.

Proposed Services

BUR is requesting a quote an Air Traffic Control (ATC) Recorder by Digital Loggers Incorporated (DLI) to be installed within the new BUR Terminal Parking Garage.

Ideagen will install a Digital Loggers Incorporated (DLI) Air Traffic Control (ATC) audio recorder configuration within BUR's ANOMS system at Hollywood Burbank Airport. This effort will transition the ANOMS ATC audio source from the existing solution in the existing terminal to a "telecom closet" or IDF at the new terminal parking garage to support ongoing analysis of aircraft operations and reporting to internal and external stakeholders.

- Ideagen will provide a replacement DLI ATC Recorder solution to be located within the 5th Floor IDF at the new terminal parking garage.
- Ideagen will provide and install replacement DLI-compatible server hardware at BUR that meets current operating system and security requirements.
- Ideagen will provide and install radio hardware and antenna to capture the following ATC channels:

<u>Freq</u>	<u>Name</u>
▪ 134.500	D-ATIS
▪ 135.125	D-ATIS
▪ 122.950	Unicom
▪ 122.900	Airport Noise
▪ 135.050	SOCAL (050-150 BUR)
▪ 134.200	SOCAL (160-280 VNY)
▪ 124.600	SOCAL (South BUR btw 150-VNY 160)
▪ 120.400	SOCAL (VNY 280 - BUR 50)
▪ 118.700	Tower
▪ 132.325	Tower - Helicopters
▪ 123.900	Ground
▪ 118.000	Clearance

- Ideagen will verify the operation and configuration of proposed radios at BUR as part of the installation of DLI ATC audio recorder configuration to ensure reliable capture of ATC communications.
- Ideagen will remove legacy, end-of-life servers within the existing BUR passenger terminal previously used for the DLI recording environment.

Description	One-Time Fee
Replace existing DLI ATC recorder solution with an upgraded solution (BUR) complete 12 channel system for BUR, including all new hardware, software, installation, permits, insurance	\$106,195

Delivery

The timely delivery of this service is dependent on receiving a purchase order. This will allow for the implementation and service activation to be completed with Hollywood Burbank Airport timeframe.

Terms and Conditions

- This offer is valid for 60 days
- All prices are quoted in United States Dollars and excludes all taxes
- This Offer will be delivered under Ideagen standard terms and conditions

Sincerely,



Phil Gwimer, C.M.
Customer Solutions Manager

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / Anyone Collective LLC)

This Amendment No. 2 (“Second Amendment”) to the July 21, 2025 Professional Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Anyone Collective LLC (“Consultant”), a California limited liability company, is dated August 17, 2026 for reference purposes.

R E C I T A L S

- A. The parties executed the Agreement to provide for the Authority’s retention of Consultant as an independent contractor to provide the following professional services: FY 2026 airport marketing consulting, website maintenance, and media purchase services.
- B. The parties executed a March 16, 2026 Amendment No. 1 (“First Amendment”) to the Agreement to: (i) add Replacement Passenger Terminal website development and ad campaign services; (ii) increase the contract limit; (iii) extend the term; and (iv) update the federal requirements exhibit.
- C. The parties desire to amend the Agreement to: (i) provide for FY 2027 general marketing and branding program services; and (ii) increase the contract limit.

NOW, THEREFORE, the parties agree as follows:

- 1. Amendment of Section 1.** Section 1 (Definitions) of the Agreement is amended by amending Paragraphs (E) and (L), and by adding a new Paragraph (O), to read as follows:

“E. ‘Contract Limit’: \$2,650,000 (inclusive of commission for media spends).

L. ‘Services’: the tasks set forth in the Proposal, Supplemental Proposal No. 1, and Supplemental Proposal No. 2.

O. ‘Supplemental Proposal No. 2’: Consultant’s July 23, 2026 proposal attached as Exhibit A-2.”

- 2. Addition of Section 19.** The Agreement is amended by adding a new Section 19 to read as follows:

“**19. Task Orders.** Consultant shall perform Services in the “B2B Airline Marketing, Content Creation, Design and Executions Collaborative Meetings, Associated Travel” category of Supplemental Proposal No. 2 on a Task Order basis. The cumulative value of such Task Orders shall not exceed \$275,000. The Executive Director may approve such Task Orders without further Commission action.”

3. **Addition of Exhibit A-2.** The attached Exhibit A-2 is incorporated into the Agreement by reference.
4. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.
5. **Preservation of Agreement.** Except as expressly modified by this Second Amendment, all of the provisions of the Agreement (as amended by the First Amendment) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement (as amended by the First Amendment), the provisions of this Second Amendment shall control.

TO EXECUTE THIS SECOND AMENDMENT, the parties have caused their duly authorized representatives to sign below.

Anyone Collective LLC



Manager



Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

Tyron Hampton, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A-2
Supplemental Proposal No. 2

(attached)

ANYONE™



Hollywood Burbank Airport
FY27 Proposal – JULY 2026 – JUNE 2027
August 17, 2026



To: John Hatanaka, Kathy David, Nerissa Sugars
From: Anyone™ Collective
Date: July 23, 2026
SUBJECT: FY27 Proposal
PROPOSAL ID: 260723-GSa

Dear John and Nerissa,

Please find attached the proposal for the working relationship between Hollywood Burbank Airport and Anyone™ Collective on the FY27 Advertising & Marketing Strategy. This proposal outlines deliverables for FY27, as well as estimated pricing for each.

We are thrilled to have the opportunity to continue to work with Airport staff to help grow the Airport and its business. The entire Anyone™ team is very excited and we look forward to continuing our journey together, especially focusing on the new terminal launch, while expressing the same great convenience to the public.

As always, our partnership with Hollywood Burbank Airport is important to us, and we cannot wait to get started on FY27.

Simply put, we believe the work we've done together in previous years has built the proper foundation to pick up where we left off. We are very ready to do so. Thank you again for the opportunity!

Please let us know if you have any questions or comments.

We look forward to speaking with you soon.

Anyone™ Team

Project Summary - Scope of Work

Overview

Anyone™ Collective LLC (hereafter, “Anyone™”) will provide the Burbank-Glendale-Pasadena Airport Authority (hereafter, “Client”) in reference to Hollywood Burbank Airport (hereafter “Hollywood Burbank Airport”) with a Branding, Marketing, and Advertising Package to include multiple assets necessary for the successful implementation of marketing goals for Hollywood Burbank Airport.

Professional Services Agreement

Client hereby engages Anyone™, with a mailing address of 99 Pasadena Avenue, Suite One, South Pasadena, CA 91030, for the purpose of performing the services necessary to execute a Branding, Marketing, and Advertising Package (hereafter, “Services”) for Hollywood Burbank Airport.

FY27: Introduction

With the launch of the new terminal, the goal of FY27 is to continue to expand and strengthen the new brand to ensure continued growth for the Airport. In FY27, the focus will be to show measured growth for the new Hollywood Burbank Airport brand, and roll out the new identity everywhere.

Utilizing the most current data and facts, we can ensure all branding, advertising, and marketing efforts are in line with modern trends and technologies and continue pushing for more awareness of Hollywood Burbank Airport. Our efforts in FY27 will keep us on trend with the current market and provide clear and thoughtful direction to build a strategy that encourages more business for the Airport from both a consumer and airline perspective. In FY27, we will focus on both B2C (Business to Customer) and B2B (Business to Business) marketing and branding efforts. In addition to this upcoming fiscal year we are preparing awareness and informative communication efforts based on any unforeseen crisis so we can be prepared to create and identify communications that would be necessary to communicate on behalf of the airport, the airlines, and travelers.

Through strategically designed, hyper-targeted, measurable campaigns to encourage greater engagement from passengers and airlines alike. Anyone™ will explore creative ways to connect with and speak to new and existing customers through the Airport’s updated brand voice.

FY27 will provide continued support to Hollywood Burbank Airport for the successful implementation of its rebranding and marketing goals, which includes, but is not limited to, the following:

- New terminal launch marketing push, expressing the same convenience that the public knows and loves.
- Increase passenger levels.
- Build upon Airline Marketing, and overall marketing, advertising, and branding efforts.
- Continue establishing the Airport as one of the premier boutique airports in the U.S.

- Provide the Airport with a geographic identity that speaks to the local community, to passengers east of the Rockies, and to select region-specific targets throughout the U.S.
- Grow and expand the current target demographics via new strategies and creative campaign directions.
- Create fresh and new campaigns, such as season-specific and audience-specific advertising to generate a new wave of consumer awareness and deliver new information to our existing consumer base.
- Provide detailed analytics for every campaign in order to adjust and pivot whenever necessary to ensure the highest level of performance for each and every deliverable.
- Focus on targeting new airlines, new flights and routes, and positioning Hollywood Burbank Airport as Southern California's most convenient airport.

FY27 Includes:**1. FY27 Target Strategy Overview**

The following strategy breakdown is a continuation of the strategies set in place from previous years. In FY27, we define the prioritized target markets and consumers, including B2B, B2C, and airline marketing. The goal is to continue to build on the investment made in prior years and identify new markets and new creative directions—all in collaboration between Airport staff and agency. This team approach will ensure that we stay with current branding and messaging trends and utilize critical insights from the Airport to build creative campaigns that will bring new consumers and drive customer engagement.

Strategy Breakdown

- A. Hyper-targeted Creative and Messaging
 - Leisure and business travelers creative and messaging
 - Bleisure traveler creative and messaging
 - Seasonally-focused campaign targets, creative, and messaging
 - Geographically-focused campaign targets, creative, and messaging
- B. Calls-to-action and Engagements
 - Airport key benefits (i.e. new terminal, same convenience, transportation center, rental car, parking, amenities, new airlines, new routes, key air service partnerships, etc.)
 - Digital drivers/touch points: Engage target audiences through digital advertising and social media channels.
 - Incentives: Drive new engagement through incentives (i.e. targeted events, giveaways, contests, usage of collected customer data through email marketing, etc.)
- C. Digital Content Creation and Touch Points
 - Influencer Campaigns: Content will be geared towards travelers nationwide with stories that drive awareness to Hollywood Burbank Airport.

- Seek the creation of co-opportunities (i.e. Co-branded sponsorships and advertising.)
 - Content contributors will include staff, commissioners, air carrier representatives, and other key Airport stakeholders.
- D. Airline Marketing Target Strategy
- Utilize targeted brand messaging to support airline marketing efforts.
 - Continue to grow the strategy that focuses on airline marketing to support the B2B development for the airport.
 - Work with Airport staff to create airline marketing-targeted materials, including collateral, deck presentation templates, custom presentations, B2B-focused web portal.
 - Join Airport staff to attend airline marketing-focused meetings with industry executives, airlines, etc.
 - Continue to create and expand upon co-branded marketing and advertising opportunities in collaboration with Airport staff.

In previous years, Anyone™ provided plans for effective execution of initial campaigns for Hollywood Burbank Airport along with a projected plan for future placements. In FY27, analytics gathered from the initial campaigns combined with continued exploration in marketing and advertising research will inform an updated plan that details targets, defines messaging, and determines the appropriate creative direction for branding materials. Our overall digital plan will leverage our true partnership with the Airport and will incorporate collaborations with staff.

2. Brand Creative Campaign

The initial creative strategy for Hollywood Burbank Airport will be focused on launching the new brand, the new terminal, and the new website. As campaigns and brand awareness evolved, Anyone™ diversified the strategy and reshaped messaging and campaigns around specific benefits, locations, and types of travelers. By continuing to use custom targeting techniques and custom messaging, engagement will continue to grow over a large base of qualified demographics.

Anyone™ will continue to incorporate calls-to-action (CTAs) that promote direct engagement to drive conversions. In FY27, Anyone™ will add new social/digital targets that will drive and grow the Airport's target audience and encourage repeat engagements, as well as explore influencer collaborations.

Deliverables include individual creative campaigns for each of the established campaign targets and their placement within the context of the new marketing plan. A minimum of two (2) concepts per campaign will be created with supporting graphics. All concepts, regardless of target or campaign, will continue to utilize branding elements so that Hollywood Burbank Airport continues to reinforce its cohesive look and feel. The initial creative direction has been selected and approved by Airport staff, Anyone™ will apply the creative to all the deliverables determined in the marketing plan.

- Anyone™ will utilize analytics gathered during previous years to determine an appropriate creative direction for FY27.
- Advertising will focus on three geographic areas and B2B:
 - Local (Southern California)

- Regional (select out-of-state targets)
- East of the Rockies
- B2B (Airline Marketing)
- Anyone™ will create hero graphics that will define the artwork for the deliverables. Below is a list of potential deliverables to be included; final deliverables will be determined after the strategy is developed:
 - Magazines
 - Local Ads
 - Digital Advertising
 - Social Media Community Management Content
- Anyone™ will subcategorize travelers and target each individual subcategory with unique campaigns via programmatic and social media advertising:
 - Create three to six (3–6) campaigns per subcategory for a maximum of twenty-four (24) total.
 - Entice target consumers with a call-to-action OR a click engagement to “find out more information” on any benefit or service being advertised.

3. Creative Deliverables

3a. Advertising Campaigns

Using the final creative campaign assets from Deliverable 2; with combined research garnered in previous years combined with updated new research; and long-standing relationships with media distributors, Anyone™ will evaluate marketing and advertising mediums to build a multi-platform media plan that provides the highest impact with the lowest budget. The key focus for FY27 is to create custom-targeted messaging spread across the established target demographics, to define calls-to-action for engagement with new potential customers, and to continue growing awareness of the Airport’s brand and location.

The goal of these deliverables is to promote new terminal and its quality, friendly service, and convenience in an innovative and tangible way. Competitive, attention-grabbing collateral will stand out in a saturated market, engaging customers via strategic placements in areas that will reach target prospects.

The execution of print and digital deliverables is for placement only. Media buying is estimated separately. Anyone™ will receive an industry standard 20% commission based on Hollywood Burbank Airport’s overall spend, which will be determined by Hollywood Burbank Airport. The recommended spend is identified in this estimate.

3b. Social Media Advertising

Anyone™ will continue to design and develop the overall digital marketing and social media strategy for Hollywood Burbank Airport in FY27. The goal of the digital marketing and social media strategy will be to continue to create awareness for Hollywood Burbank Airport. This will include existing and new customers for the Airport. Quarterly progress reports will be developed so that analytics and data can help define the KPI’s (Key Performance Indicators and ROI) for

each campaign. Again, Anyone™ will collaborate with Airport staff in the development of this plan and on all final deliverables.

Anyone™ will create new ads, featuring updated messaging and creative, to run across social platforms including Facebook, Instagram, Google AdWords, and custom communication platforms through co-op positioning and targeted touch points. The content campaigns will garner interest for Hollywood Burbank Airport to gain active followers, encourage engagement of customers, and ensure awareness of Hollywood Burbank Airport's features and benefits, including Airline Marketing. Content campaigns will include web and social banner ads, social media graphics, and re-skinning of social properties. Every campaign is to last for approximately thirty to sixty (30–60) days and will update consistently to reflect changes in seasonality, performance, and targets as needed.

3c. Community Management—Up to 60 hours/month

In collaboration with Airport staff review, Anyone™ will continue community management efforts for the Airport throughout FY27, engaging with a concerted focus on all travel segments ie: Business, Leisure and Bleisure, we can connect in real-time with the Airport's community. We will collaborate with Airport staff to create a monthly content schedule that defines that months goals and content.

- **Engaging:** The goal will be to keep the Airport's brand and personality consistent, while adapting to social media trends and content.
- **Moderating:** Anyone™ will work proactively with Airport staff to manage the Airport's online reputation by keeping all social profiles clear from spam.
- **Measuring:** By monitoring, engaging, and moderating, we will have a better sense of how the social community perceives the brand, identify areas for improvement, and work to refine the Airport's presence. Anyone™ will pinpoint which channels our audiences are most active on and where we can satisfy primary objectives—whether it's building brand awareness, pushing traffic to the website, or simply maintaining the Airport's reputation and integrity.

3d. Website Maintenance: Up to 10 hours/month - hollywoodburbankairport.com

As the Airport's business evolves and grows, it is important to have a website that is dynamic and evolves as needed over time, inclusive of all content and functionality. Anyone™ will provide the following website maintenance services:

- **Platform/CMS Maintenance**
 - Ongoing maintenance and updating all website plugins, themes, and technologies
 - Cloud backup of website on a weekly basis
 - Constant uptime monitoring to ensure site accessibility
 - Ensuring that the site core is running on the latest security technologies, avoiding outdated software that can contain vulnerabilities
 - XML sitemap monitoring to ensure crawl-ability and index-ability by all major engines
 - Meta description updates for consistent snippets in search engine results
 - Optimization of page titles and copy headlines for SEO
 - Regular malware monitoring and removal
 - Deployment of Google Analytics across all pages for accurate usage and audience statistics
 - Ensuring all SSL (secure sockets layer) certificates are up-to-date

- **Content Maintenance**
 - Adding, swapping, or editing new and existing photos and graphics for the website
 - Adding, editing, or removing copy on the existing site including articles, reports, contact information, or service/amenity descriptions
 - Expansion or deletion of links within website navigation panels

4. Media Planning & Buying

Media planning and buying involves elements of strategy, negotiations, and purchasing. For social media purchases Anyone™ is required to pay campaign budgets in advance (this is known as ad buys). When planning the inventory to purchase, planners must take into consideration the product being advertised, target audience, and campaign goals.

Anyone™ will strategize, negotiate, purchase, and monitor advertising space on behalf of the Client. Anyone™ will strive to connect with the highest number of people in the approved target audiences at the lowest cost whenever possible.

1. **Media—Digital:** Budget will allow a consistent buy of programmatic digital ads to be placed month-to-month as part as Anyone™'s continuous digital plan.
2. **Media—Print:** Budget will allow for smaller local print publications to be supported during certain months, while larger distribution airline publications will be selected and ads placed according to the allocated budget.
3. **Media—Social:** Budget will play a large role in connecting Anyone™'s specific messaging to potential travelers within all newly created subcategories.

Upon approval, Anyone™ will create a complete media budget. For the purposes of this proposal and based on Anyone™'s media buying and planning experience, Anyone™ will provide a budget range that includes a suggested amount for the remainder of the current fiscal year—beginning July 1, 2026 and ending June 30, 2027.

Media buy dollars are estimated separately from the amortized payment plan hours. Anyone™ will receive an industry standard 20% commission based on Hollywood Burbank Airport's overall media spend, which is included in the pricing below.

5. FY27 Marketing and Advertising SOW Ongoing Brand Support

Anyone™ will provide continued ongoing brand support as described in the pricing grid under Marketing and Advertising SOW (Scope of Work). The pricing is based on a blended rate of creative hours, account management hours, and production execution hours.

This plan will go into effect upon approval of the budget with a target start date of July 1, 2026.

Ongoing brand support hours are based on a blended, creative, and administrative hourly rate of \$275/hr.

FY 2027 Proposed Budget

FY27 Strategic Development - Creative Services	
1. Strategy/Plan Including Airline Marketing (B2B)	\$30,000.00
2. Quarterly Reporting—Progress Report and Analytics Review	\$20,000.00
Strategic Development Subtotal:	\$50,000.00
FY27 Marketing and Advertising SOW Ongoing Brand Support - Creative Services	
1. Campaign Creation and Executions	\$405,000.00
2. Content Creation Digital	
3. Content Creation Print	
4. Content Creation—Events, Presentations, Meetings	
5. Website Updates and Content Creation	
6. Messaging & Copywriting	
7. Social Media Content Creation All Platforms	
8. Print Media Content Creation All Platforms	
10. Creative Design, Art Direction, and Graphic Development	
Ongoing Brand Support - 12 Months Subtotal:	\$405,000.00
FY27 Advertising/Media Plan/Ad Buying/Promotions	
1. Digital Advertising—Consumer Target—Google AdWords	\$90,000.00
2. Print Advertising—Consumer Target	\$90,000.00
3. Social Media Advertising/Community Management—Consumer Target—Facebook, Instagram	\$120,000.00
Advertising - 12 Months Subtotal:	\$300,000.00
Website Maintenance	
4. Maintenance of www.hollywoodburbankairport.com	\$40,000.00
5. Maintenance of www.elevatebur.com	\$10,000
Website Subtotal:	\$50,000.00
Task Orders	
6. B2B Airline Marketing Content Creation, Design, and Executions Collaborative Meetings, Associated Travel	\$275,000.00
Task Orders Subtotal:	\$275,000.00
FY 2027 Grand Total:	\$1,080,000.00

NOTE: Monthly totals may vary per month depending on the campaign strategy development, in other words more budget may be allocated to a different month making one month total budget spend higher and another month total budget spend lower. The spend will never exceed the total allotted media buy budget.

6. Fee Schedule

Upon budget approval the Anyone™ team will provide a recommended fee schedule that will eliminate confusion and make the billing portion of this estimate easy to consume.

7. Timeline & Milestones

Anyone™ understands the pace and project flow may vary based on the Client's needs. Upon approval of this agreement, Anyone™ will be the Client's agency of record for a twelve (12)-month period. A complete milestone calendar will be created upon approval. Anyone™ would recommend a budget review in 6 months for the fiscal year FY27.

Execution Milestones

1. Strategic Airline Marketing FY27 Advertising/Marketing
2. Brand Creative Campaign and Vision
3. Print & Digital Media Campaign
4. Social Media Campaigns/Community Management
5. Website Maintenance
6. Media Planning/Buying
7. Airline Marketing (B2B) Strategic Planning
8. Airline Marketing (B2B) Executions
9. Analytics and Reporting

Project Management: Projects can occur simultaneously. Once approved, a digital project management software will be implemented to assist in overall project management and communications between appointed Client and Anyone™.



Hollywood Burbank Airport (BUR)

Passenger360™ Support Proposal

Submitted on: December 09, 2025

Written for: Scott Kimball
Hollywood Burbank Airport
Email: skimball@bur.org

1.0 Introduction and Executive Summary

Synect LLC (Synect) is proud to offer Hollywood Burbank Airport (BUR), a remarkable team to deliver a world-class Content Management System. We have been in business since 2011 and providing advanced visual communication systems to the aviation industry since 2015, combining "best in class" technological and creative solutions and services. Synect's flagship platform, Passenger360® (Pax360), has been selected and implemented at nine airports, including international airports in Orlando (MCO), Dallas Fort Worth (DFW), San Francisco (SFO), and Spokane (GEG). The Transportation Security Administration (TSA) chose Synect to provide digital displays and a DCMS for the TSA Innovation Checkpoint at Harry Reid International Airport (LAS). Synect is proud to be the TSA's only digital signage and visual communication partner in the United States.

Synect is an Airport Experience Maker™. As an equal parts creative studio and solution provider, we partner with airports and airlines to help them modernize facilities, solve operational challenges, and connect with passengers. By replacing legacy display systems with smart, modern content strategies and visual ecosystems, Synect enhances passenger experience, improves accessibility and operations, and helps create airports that work better for everyone. We offer strategies, content, solutions, and platforms that range from curbside to gates and back.

We are delighted to submit a proposal to support an exceptional passenger experience for those arriving and departing from Hollywood Burbank Airport.

2.0 Scope

Yearly Support and Maintenance:

Support and software services provided include:

Synect Remote Support

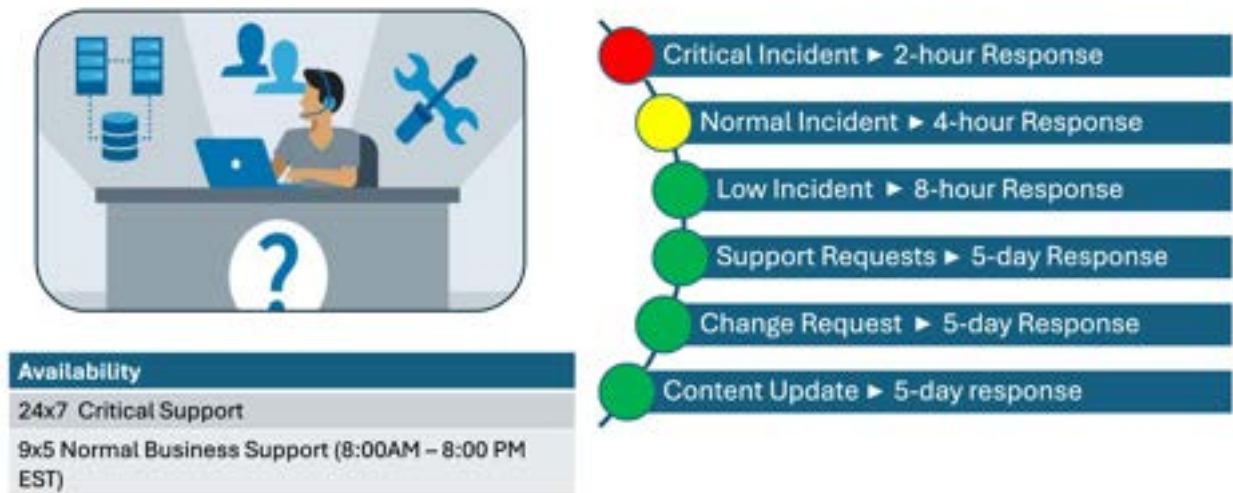
Synect provides remote helpdesk application support and monitoring of the entire system as part of the Support and Services Agreement. Application Support includes maintenance services and support, including related diagnostics and consultations, customer incident resolution, change management and release management. The help desk technicians are available for support 24 hours per day, 365 days per year.

Synect's platform includes remote system monitoring. This is a 24/7 service that provides information that enables Synect to conduct deeper analysis and thereby facilitates earlier recognition of incoming issues. Monitoring is restricted to the core of the supported system and corresponding hardware. A reliable internet connection from the supported system to Synect servers is required for this service.

Activities included in the Support and Maintenance Plan

- Software updates and security patches

- Remote system monitoring
- 24/7 Tier 2 and Tier 3 support
- Issue tracking and management
- Content deployments and scheduling updates
- Adherence to IT network and security practices



Content Services:

Additional content services are not included in the support and maintenance plan. Content services are priced separately.

Synect Content Update

Silver Package: Four Small Events

*The number of events may vary depending on the required effort

Estimated Cost: ~\$50,000

Scope: Small-to-medium effort

Example Scenario: BUR showcases four local events in 2026, such as:

- **Festival of Arts** – Adds art-themed visuals to displays
- **Universal Fan Fest Nights** – Light pop culture elements
- **Epic 10 Fest** – Short celebratory animations
- **Silent Films Live** – Elegant, vintage-style visuals

These updates are small and budget friendly. They are woven into the existing display schedule and won't disrupt regular airport messaging. The content supports BUR's identity as a community-focused airport.

Displays Covered: All major screens managed by Passenger360 – includes check-in, security, and information zones.

3.0 Price

The price for Synect services to provide support and content services for Years 2 – 5 are outlined below.

#	Annual Costs	Price	Total
1	YEAR 2 – Warranty, Maintenance & Support	\$36,500.00	
2	Silver Content Package	\$50,000.00	
	Year 2 Annual Cost		\$86,500.00
3	YEAR 3 – Warranty, Maintenance & Support	\$37,595.00	
	Year 3 Annual Cost		\$37,595.00
4	YEAR 4 – Warranty, Maintenance & Support	\$38,723.00	
	Year 4 Annual Cost		\$38,723.00
5	YEAR 5 – Warranty, Maintenance & Support	\$39,885.00	
	Year 5 Annual Cost		\$39,885.00
#	Total Cost for 3 Years		Total
1	Support Total (4 Years O&M)		\$202,703.00

The yearly Support Cost for 24x7 Helpdesk and System Maintenance for years 2 – 5 are detailed in the table above. Total cost for all four years is \$202,703.00 USD.

Support costs are billed on an annual basis.

Agreed & Accepted

 Synect, LLC

Date _____

 Burbank-Glendale-Pasadena Airport Authority

Date _____

Support and Services Agreement

Hollywood-Burbank Airport BUR

1. Overview

This Support and Services Agreement (“Agreement”) outlines the standard software support services and service level targets provided by Syntect Media, LLC (“Syntect”) for its Passenger360® and related software solutions. This document is intended to be customer-friendly, concise, and suitable for airport environments. Specific commercial terms may be supplemented by an order form or statement of work.

2. Scope of Services

Syntect provides remote software support focused on maintaining system availability and resolving validated software issues.

2.1 Support Tiers

- **Tier 1 (Customer/Airport):** Initial troubleshooting, basic diagnostics, verification of network, power, and hardware health.
- **Tier 2 (Syntect Support):** Advanced troubleshooting, log review, configuration validation, and defect investigation.
- **Tier 3 (Syntect Engineering):** Root cause analysis, software defect correction, and development of fixes or workarounds.

On-site support is not included and can be provided, as needed, for additional fees unless expressly agreed in writing.

2.2 Support Availability

- **Business Hours Support (9x5):** Monday–Friday, during normal U.S. business hours, excluding federal holidays.
- **Extended Support (24x7):** Available for High and Critical severity incidents.

2.3 Support Contact

- **24/7 Support email** support@syntectmedia.com
- **24/7 Support number** 1.866.773.1101

4. Incident Severity Levels

Breakdown of Severity Levels included in **Exhibit A**. Incidents are classified jointly by the Customer and Syntect based on operational impact.

5. Service Level Targets

Synect will use commercially reasonable efforts to meet the service level targets defined in **Exhibit A**. Response times reflect acknowledgement and engagement; resolution times are targets, not guarantees.

6. Customer Responsibilities

To enable effective support, the Customer is responsible for:

- Providing Tier 1 support and trained local personnel.
- Maintaining hardware, displays, power, network connectivity, and third-party systems; Providing timely access to logs, system information, and secure remote access.
- Ensuring only Synect-approved software operates on systems running Synect products.

Service levels may be impacted if these responsibilities are not met.

7. Limited Software Warranty

Synect shall provide a twelve (12) month limited software warranty commencing from the system go-live date. During this period, Synect will use reasonable efforts to correct or provide workarounds for validated software defects reported in accordance with this Agreement.

- The warranty applies to software only.
- Excludes hardware, operating systems, third-party software, cybersecurity components, and integrated external systems.
- Warranty is non-transferable and applies only to the original purchasing customer.
- This warranty constitutes the Customer's sole and exclusive remedy for software defects.

8. Term and Termination

- This agreement, unless otherwise terminated as provided in this section, shall have an initial term of twelve (12) months commencing on the go-live date or the date that is agreed upon by both parties, in writing.
- This agreement shall automatically renew for a successive one (1) year renewal terms, unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. The total term shall not exceed five (5) years unless mutually agreed in writing. Annual renewal terms shall be invoiced in accordance with the approved bid pricing table; however, pricing may be adjusted to reflect any changes in scope agreed to in writing by both Parties. In the

event either party elects not to renew this Agreement the terms of this Agreement shall remain applicable until completion or until it is terminated.

- Support, warranty, and services will remain in effect provided the Airport is not in material breach of this Agreement, including failure to pay undisputed amounts when due.
- **Termination for Cause** Either Party may terminate this Agreement if the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach (a “Default Notice”). If the breach is not cured within such period, the non-breaching Party may terminate this Agreement by written notice at any time thereafter. Termination for cause shall be without penalty to the non-breaching Party; however, termination shall not relieve either Party of liability for obligations accrued prior to the effective date of termination. All rights and remedies available at law or in equity shall be preserved.
- **Termination for Convenience** the Airport may terminate this Agreement for convenience upon not less than sixty (60) calendar days’ prior written notice to Synect. In the event of termination for convenience, the Airport shall pay Synect for all Services performed and accepted through the effective date of termination, including Services performed during the sixty (60) day notice period; all fees accrued or earned in accordance with the applicable Statement(s) of Work through the effective date of termination; and all reasonable and documented costs incurred by Synect in connection with performance of the Services prior to the effective date of termination, including non-cancelable commitments, third-party charges, and reasonable wind-down costs. Except as provided below with respect to annual support fees, no payment shall be due for Services not performed after the effective date of termination. If termination for convenience occurs during an annual support term that has commenced and annual support fees have been invoiced and paid in advance, Synect shall refund the prorated portion of such fees corresponding to the period after the effective date of termination during which Services will no longer be provided. Synect shall use commercially reasonable efforts to mitigate costs following receipt of a termination notice. Termination for convenience shall not be deemed termination for cause and shall not entitle the terminating Party to damages. Upon request, Synect may provide reasonable transition assistance, subject to resource availability, at its standard time and materials rates.

9. Exclusions and Out-of-Scope Services

The following are outside the scope of this Agreement:

- Hardware repair or replacement.
- Network, power, or infrastructure issues.

- Third-party application or operating system support.
- Cybersecurity monitoring or remediation.
- Custom development, feature enhancements, or non-standard configuration changes.

Out-of-scope services may be provided under a separate agreement and fee structure.

10. Limitation of Liability

Synect's total aggregate liability under this Agreement is limited, at Synect's discretion, to Replacement or correction of the affected software, or a prorated refund of applicable support fees for the remaining service term. Except as specifically described herein, in no event shall either party be liable in contract, tort, strict liability, warranty, or otherwise, for any special, incidental or consequential damages, including, but not limited to, delay, disruption, loss of anticipated profits or revenue, loss of use of the equipment or system, loss of data, non-operation or increased expense of operation or other equipment or systems, cost of capital, or cost of purchase or replacement software system whether in an action in contract, or similar damages arising out of or related to the services including without limitation any damages, loss of injury caused by or resulting from reliance on any information obtained from contractor, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission of any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to records, programs, or services. In addition, Synect will be liable only for actual out of pocket incurred expenses associated with the remediation of the claim. In no event shall Synect's total aggregate liability exceed the total support fees paid or payable under this Agreement during the annual support term in which the claim arises.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-law principles.

Exhibit A – Service Level Agreement (SLA)

1. Severity Levels

Severity	Impact
Minor	System operational with reduced efficiency; Issue may be impacting efficiency and/or ability to assign content
Major	Partial service degradation with medium interruption to service impacting 10%-25% of displays
High	Significant loss of critical services and interruption to service impacting 25%-50% of displays
Critical	Complete or near-complete loss of service impacting 50%+ of displays

2. SLA Target Table

Severity	Support Coverage	Response Time	Target Resolution
Minor	9x5	8 business hours	5 business days
Major	9x5	4 business hours	2 business days
High	24x7	2 hours	4 hours
Critical	24x7	2 hours	4 hours

Notes: - Response Time = acknowledgement and initial engagement. - Resolution targets represent reasonable efforts and may depend on issue complexity, third-party dependencies, and customer responsiveness.

APPENDIX D

BURBANK WATER AND POWER Electrical Interconnection and Metering Agreement for Solar Electric Generating Facilities and/or Battery Energy Storage Systems

This Electrical Interconnection Agreement for Net Energy Metering from Solar Electric Generating Facility and/or Battery Energy Storage System (this "Agreement") is made and entered into this ____ day of _____, 20____, by and between _____ ("Customer") and the City of Burbank, through its Burbank Water and Power (BWP), referred to collectively as "Parties" or individually as "Party."

The Parties agree as follows:

Section 1. Applicability and Definitions

This Agreement provides the requirements for Customer to interconnect and operate Solar Electric Generating Facilities (SEG) (Interconnection Type A) or stand-alone Battery Energy Storage Systems (BESS) of up to 1.0 MW (Interconnection Type C) or combination of both SEG and BESS (Interconnection Type B) onsite at a Customers' premises in parallel with the BWP Distribution System in order to serve a portion or all of the Customer's electrical loads. The term "BWP Distribution System" means all electrical wires, wires, equipment, and other facilities owned or provided by BWP other than customer-owned interconnection facilities, by which BWP provides electrical distribution service to its customers, including the Customer. Net Metering is applicable only to customers who satisfy all requirements of the definition of an "Eligible Customer-Generator" as set forth in Section 2827 of the California Public Utilities Code on the effective date of this Agreement (such customers that satisfy all such requirements, referred to herein as "Net Metering Customer"). SEG capacity shall be limited to a maximum of 100% of the customer's consumption for a full twelve-month period immediately prior to the execution of this Agreement. BESS when combined with SEG shall be rated as close to the SEG kW rating as standard battery sizes permit but not to exceed 150% of the SEG kW rating. BESS stand-alone systems size are limited by the rating of utility equipment serving the customer's premises and will NOT BE PERMITTED TO EXPORT energy to the BWP Distribution System.

Section 2. Description of Solar Electric Generating Facility or Battery Energy Storage System or Both

Customer can elect to interconnect and operate a solar electric generating facility or a battery energy storage system or both located on Customer's owned, leased or rented premises within the City of Burbank and operate it in parallel with BWP's electric grid, so long as such interconnection and operation complies with all conditions and requirements set forth in this Agreement. Customer represents that these facilities are intended primarily to offset all or part of the Customer's own electrical requirements.

2.1 The Facility shall consist of photovoltaic electricity-generating modules, a battery energy storage system (if Interconnection Type B or C is selected below), electrical controls, an inverter, automatic disconnect(s), manual disconnect(s), and wiring to connect all of the above to BWP's electricity distribution system at BWP's meter.

2.2 Interconnection Type

Please select applicable Interconnection Type

- A. Solar Electric Generating Facility Only ☒
- B. Solar Electric Generating Facility and Battery Energy Storage System ☐
- C. Battery Energy Storage System Only ☐

2.3 Solar Electric Generating System Size (CEC AC kilowatts)
_____ 348.14 _____ kW

2.4 Expected Annual Generation from Solar Generating Facility:
_____ 657,400 _____ kWh

The most recent 12 months of energy consumption shall be used to determine the proper size of the photovoltaic system which should not exceed customer's prior 12 months of consumption.

2.5 Battery Energy Storage System Rated Output
_____ N/A _____ kW

2.6 Battery Energy Storage System Rated Capacity:
_____ N/A _____ kWh

2.7 Inverter Manufacturer and Model Number
_____ Chint Power Systems / SCA50KTL-DO/US-480 _____

2.8 Inverter Rating (kW_{AC}) (Total kW where Facility consists of more than one inverter)
_____ 300 kWAC _____

2.9 DC Source Rating (kW_{DC}) (Total kW where Facility consists of more than one inverter)
_____ 375.15 kWDC _____

2.10 Facility Address:

_____ 2827 N Hollywood Way, Burbank CA _____

2.11 Customer's Phone Numbers

Home () _____ Cell () _____

Work () _____

2.12 The Facility expects to begin operation on or about this date: 8/24/2026

2.13 Specific location of lockable and utility accessible Inverter, A/C disconnection devices and so forth located conspicuously on the property:
Terminal D roof and electric room. Additionally, South Substation yard

2.14 BWP Utility Account Number: 8362176568

Section 3. Facility Operation

3.1 Customer shall construct, design, install, operate, and maintain the Facility in a manner consistent with the normal and safe operation of the electrical distribution system owned and operated by BWP and consistent with the terms of this Agreement.

3.2 Customer understands, accepts, and agrees that connection and operation of the Customer's Facility shall be subject to the terms and conditions set forth in this Agreement and in BWP's Rules and Regulations for Utility Service, as now in effect or as the same may be amended from time to time (the "Rules"). Any conflict between this Agreement and Rules will be governed by the terms of the Rules.

Section 4. Billing and Credits for Net Energy Generation – Interconnection Types A and B

4.1 Customer shall be billed for electrical service and credited for net energy generation, if any, as provided in Section 2827 of the California Public Utilities Code.

4.2 Customer may elect to either receive annual payment from BWP for any net energy generation under the terms and conditions set forth in Assembly Bill 920 of 2009 or Customer may elect for any kWh credit to roll over indefinitely.

Section 5. Interruption or Reduction of Deliveries

5.1 BWP shall not be obligated to accept, and BWP may require Customer to interrupt or reduce, deliveries of energy to BWP:

- (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of BWP's equipment or part of BWP's Distribution System; or

- (b) if BWP determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of an emergency, forced outage, Force Majeure, or compliance with prudent electrical practices.
- 5.2 Notwithstanding any other provision of this Agreement, if at any time BWP, in its sole discretion, determines that the Facility may endanger BWP personnel or members of the general public, or that the continued operation of the Facility may impair or otherwise negatively affect the integrity of BWP's Distribution System, BWP shall have the right to disconnect the Facility from BWP's Distribution System.
- 5.3 The Facility shall remain disconnected until such time as BWP is satisfied that the condition(s) referenced in Section 5.2 have been corrected, and BWP shall not be obligated to compensate Customer for any loss of generation or energy during any and all periods of such disconnection.
- 5.4 Customer SEG, BESS or combination of both, may automatically reconnect its Facility to the BWP Grid after normal power restoration following an outage and/or interruption without notifying BWP, provided that the SEG, BESS or combination of both ensures that these systems are anti-islanding compliant in accordance with the current releases of IEEE 1547, and UL 1741. BWP reserves the right to require that the Customer's system does not automatically reconnect if BWP notifies Customer in advance that there is a reasonable possibility that reconnection would pose a safety hazard.
- 5.5 If BWP has disconnected Service to the Facility or has notified Customer that reconnection may pose a safety hazard, Customer may call BWP at (818) 238-3582 to request authorization to reconnect the Facility.

Section 6. Interconnection

- 6.1 Customer shall not connect the Facility, or any portion of it, to BWP's distribution system, until written approval of the Facility has been given to Customer by BWP.
- 6.2 Customer shall deliver energy from the Facility to BWP at BWP's meter located on Customer's premises. **(Applicable to Interconnection Types A and B only).**
- 6.3 Customer, and not BWP, shall be solely responsible for all legal, regulatory and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws, regulations, and electrical codes.
- 6.4 BWP shall own, operate and maintain on Customer's premises a net revenue meter capable of registering the flow of electricity in two directions. If the existing Customer electrical revenue meter is not capable of measuring the flow of electricity in two directions, BWP shall purchase and install such a meter. **(Applicable to Interconnection Types A and B only).**

- 6.5 BWP shall own, operate and maintain on Customer's premises a Solar Performance meter capable of measuring power quality and solar output and automatically reporting this information to BWP. The Solar Performance meter panel and meter must be installed prior to interconnection of the Facility to BWP's distribution system. **(Applicable to Interconnection Types A and B only).**
- 6.6 BWP shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Facility. Customer shall notify BWP at least five (5) working days prior to such inspection.

Section 7. Design Requirements

- 7.1 Customer's Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with BWP's distribution equipment, shall be designed, installed, constructed, operated, and maintained in compliance with this Agreement.
- 7.2 The Facility shall conform to all applicable safety and performance standards established by the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), accredited testing laboratories such as Underwriters Laboratories, and applicable building codes.
- 7.3 The Facility shall meet the following specific design requirements:
- (a) It shall automatically detect and isolate from the BWP source without any intentional delay within five cycles under the following conditions:
 - i. Overvoltage +5 percent above the nominal AC supply
 - ii. Undervoltage -5 percent below the nominal AC supply
 - iii. Overfrequency +1 Hz above 60 Hz on AC supply
 - iv. Underfrequency -1 Hz below 60 Hz on AC supply
 - v. AC overcurrent relay, circuit breaker, or internal fusing that will operate when the AC current is greater than the full load current.
 - (b) Inverter output distortion shall meet IEEE 519 standards.
 - (c) In the event of inverter control failure, the DC contactor must return to the normally open condition.
 - (d) A lockable and accessible disconnect switch acceptable to BWP must be clearly labeled as described in the National Electric Code (NEC) and conspicuously located

shall be provided and maintained by Customer. The location of the disconnect switch shall be as described in Section 2.13.

- (e) The Facility and subcomponents must be tested for islanding in conformance with current releases of IEEE 1547 and UL 1741 and the test result confirmed in writing by BWP.
- (f) The Facility shall be equipped with a lightning surge arrestor, if required by the City's Building Official.
- (g) The circuit and breaker feeding the inverter must be clearly identified inside the electrical main or sub-panel as described in the NEC.

Section 8. Battery Energy Storage System Requirements

The following requirements are applicable to “Battery Energy Storage Systems”.

- 8.1 Customer must provide one of the following:
 - (a) Proof that battery storage is designed and built to store energy produced by the solar electric generating facility only. Battery storage system CANNOT be charged by the grid. (Interconnection Type B)
 - (b) Non-Export Protective device. (Interconnection Type C only)
- 8.2 Total aggregate Inverter/Battery storage system rating for Facilities with more than one inverter must not exceed 150% of the solar generating system’s CEC-AC kW rating.
- 8.3 The BESS shall be sized such that the Customer does not exceed its installed service size (Ampere rating).

Section 9. Non-Export Requirements for “Battery Energy Storage Systems Only”

The following requirements are applicable to “Battery Energy Storage Systems Only”.

- 9.1 A reverse-power protection device must be installed.
- 9.2 The connected inverter must be certified as non-islanding, and incidental export of power must be limited by the design of the interconnection.
- 9.3 Inadvertent Export:
Inadvertent export is a situation where the customer’s load drops unexpectedly, and the on-site generation or battery cannot ramp down quickly enough to adjust to the new load. In this situation there may be a few seconds of production that cannot be used on-site because the load is no longer there. In those situations, the ability to deal with inadvertent exports for those few seconds is critical for maintaining the balance of the system. In

these situations, the battery system functions as a non-exporting system, but the ability to inadvertently exports in these rare occasions provides the customer with the ability to install systems that help them manage their on-site needs more effectively and potentially reduce the stress on the system.

BWP will permit inadvertent export provided that the export of real power from the small generating facility in any single event for a duration exceeding 30 seconds and of a magnitude no more than the generating facility's gross nameplate rating multiplied by 0.1 hours per day over a rolling 30-day period (e.g., for a 100 kVA gross nameplate BESS facility, the maximum energy allowed to be exported for a 30 day period is 300 kWh). Any export of energy under this section will not be credited to the customer's bill.

Section 10. Maintenance and Permits

- 10.1 Customer shall maintain the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, the design requirements of Section 7 above.
- 10.2 Customer, at Customer's sole expense, shall obtain and possess all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design, operation and maintenance of the Facility. **Customer understands that this Agreement does not constitute a permit to construct or install the Facility and that a permit must be obtained from the Building Division of the City of Burbank.**
- 10.3 Customer shall reimburse BWP for any and all losses, damages, claims, penalties, or liability BWP incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Facility.
- 10.4 Customer shall submit to BWP any new modification for review and approval, prior to construction.

Section 11. Access to Premises

BWP may enter Customer's premises without prior notice to inspect, at all reasonable hours, the Facility's protective devices, to read or test any meter for the Facility, or to disconnect the Facility pursuant to Section 5 of this Agreement.

Section 12. Indemnity and Liability by Customer

Customer shall indemnify and hold the City Of Burbank ("City"), its directors, officers, agents and employees harmless against all loss, damage, expense and liability to third persons for injury to or death of persons or injury to property caused by or arising out of the design, construction, installation, ownership, maintenance, or operation of the Generating Facility, provided that Customer's indemnity obligation shall not apply to any loss, damage, expense or liability caused by or arising out of the sole negligence or willful misconduct of the City or its directors, officers,

agents and employees. Customer shall, upon the City's request, defend any suit asserting a claim covered by this indemnity.

Section 13. Insurance

To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement. BWP and the City shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. In the event the solar generating system is greater than 30 kW (CEC AC), such insurance shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to BWP prior to cancellation, termination, alteration, or material change of such insurance.

Section 14. Rates and Billing

14.1 Customer's otherwise applicable tariff (Rate Schedule) or "Rate Schedule" means the Rate Schedule in BWP's published Electric Rules and Regulations that would otherwise apply to Customer from time to time in the absence of this Agreement.

14.2 Customer is responsible for paying all charges in the applicable Rate Schedule including the minimum charge, service charge and demand charge, when applicable, regardless of Customer's monthly or annual net generation.

14.3 The following are applicable to Interconnection Types A and B only:

- a) All rates charged will be in accordance with Customer's otherwise applicable tariff (Rate Schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the electricity supplied through the electric grid to the Customer and the electricity generated by Customer's Generating Facility and fed back to the electric grid over the one-month billing period as described in Subsection 14.4 below.
- b) The customer will be billed on a monthly basis. The monthly Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to the Customer and the electricity generated by the Customer and fed back to the grid over a normal one-month billing period. At the end of each one-month billing period following the date of first interconnection, BWP shall determine if Customer was a net consumer or a net producer of electricity. In the event the electricity supplied by BWP during the one-month period exceeds the electricity generated by Customer during the same period, Customer is a net energy consumer.
- c) If Customer is a net energy consumer, BWP shall bill Customer for the net energy consumption during such billing period based on the Customer's otherwise applicable Rate Schedule and Customer shall pay for such net energy consumption monthly in accordance with Customer's monthly billing statement. If Customer elects, any excess

kilowatt-hours generated during the billing cycle and stored in the net meter, shall be carried over to the following billing period indefinitely or until the account is closed.

- d) If Customer's Rate Schedule employs "time of use" rates, any net monthly consumption of electricity shall be calculated according to the terms of the applicable Rate Schedule. When Customer is a net generator during any discrete time of use period, the net kilowatt hours produced shall be valued at BWP's electric rate applicable to that specific time period.
- e) If Customer's Rate Schedule employs tiered rates, any net monthly consumption of electricity shall be calculated according to the terms of the Rate Schedule. If Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the cost of power to BWP during that billing period, and if the number of kilowatt-hours generated exceeds the baseline quantity, the excess shall be valued at the same price per kilowatt-hour as BWP would charge for electricity over the baseline quantity during that billing period.
- f) BWP shall provide residential Customers with Solar Performance and Net Energy Metering consumption information on a monthly basis.
- g) If Customer terminates service under this Agreement prior to the end of any calendar year period, BWP shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, if any, and adjust the excess energy to zero, if any.

Section 15. Governing Law

The laws of the State of California shall govern this Agreement.

Section 16. Amendment, Modifications or Waiver

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

Section 17. Notices

All written notices shall be directed as follows:

Burbank Water and Power
164 West Magnolia Blvd.
Burbank, California 91502

Customer: Customer's name and address as shown in Section 2.

Customer's notices to BWP pursuant to this Section must refer to the Facility Identification Number set forth in Section 2.

Section 18. Term of Agreement and Termination

- 18.1 This Agreement shall be in effect when signed by the Customer and BWP.
- 18.2 This Agreement shall remain in effect until terminated as provided herein. Upon termination, the Generating Facility shall be permanently disconnected from the BWP distribution system.
- 18.3 Customer may terminate this Agreement at any time upon providing thirty (30) days prior written notice to BWP.
- 18.4 BWP may terminate this Agreement for Customer's breach of any material term. BWP shall give thirty (30) days written notice of such termination to Customer. When necessary to protect the safety of its employees or the general public, notice of less than thirty days may be given, provided the notice period is reasonable under the circumstances.

Section 19. Assignment Prohibited

This Agreement is personal to Customer and may not be assigned without the written consent of BWP.

Section 20. Understanding

This Agreement contains the entire understanding between the Parties and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter hereof. There are no other promises, terms, conditions, obligations, understandings, or agreements either written or oral between the Parties with respect to the subject matter hereof. Any amendment, alteration or modification to this Agreement shall be in writing and approved by both Parties.

Section 21. Successors and Assigns

This Agreement is and shall be binding on all successors and assigns of each of the Parties hereto without the necessity of any further documentation.

Section 22. Limitation on Liability

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY OF BURBANK (INCLUDING ANY OF ITS DEPARTMENTS, EMPLOYEES, OFFICERS OR AGENTS) SHALL NOT BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF

SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THE CITY OF BURBANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Customer

Burbank Water and Power

Signature

Signature

Print Name

Print Name

Title

Title