

Penn Medicine – Abramson Cancer Center

CONFIDENTIAL
Donor Engagement System
Scope of Work Contract

June 17, 2019

**Penn Medicine – Abramson Cancer
Center**

Attention: Michal Greenberg
Director of Communications and
Community Engagement
Office: 215-573-2480
Email: michalg@upenn.edu

SCOPE OF WORK

This document outlines the scope of work and services agreement for the Donor Engagement System to be provided by BrookGlobal (hereinafter referred to as “Provider”), to Penn Medicine (hereinafter referred to as “Client”). Total price for any one of the three options shown below would not exceed \$50,000.

In Scope:

The Brook Methodology of Discovery, Strategy, Design and Implementation one custom Donor Engagement System including the Brook Easy Change System. See pages 5 & 6 for options.

Not in Scope:

- Lighting
- Site modifications (i.e. electrical, wall painting, structural changes, etc)
- Infection control (hoarding, air filtration, etc.)

PAYMENT SCHEDULE

1. 40% (\$20,000) due upon signature of this scope of work contract
2. 40% (\$20,000) due July 31st, 2019
3. Remaining 20% (\$10,000) following installation and final approval by Client. Payment to supplier is subject to the acceptance of goods or other performance conforming to the terms of this Agreement. Method and timing of payments are as set forth through the Client’s supplier registration and maintenance process.

NOTES

1. **Pricing.** The price quoted is valid for 30 days. All prices quoted are in US funds. Pricing includes shipping and handling.
2. **Intellectual Property.** As per section 16 of Exhibit A.

3. **Proofing.** Donor and/or categorical listings must be provided in the format in which they are to appear within the engagement system, otherwise design and formatting charges may apply.

Pricing allows for a maximum of two revisions to donor-name layout proofs. Any additional revisions will result in additional fees.

Any and all logo artwork is to be supplied by the Client in a vector format (original drawing file). Should any modification and/or clean-up of artwork be required, an hourly rate will apply.
4. **Install.** Installation is based on a one-time install, during regular working days/hours (8AM – 5PM), Monday - Friday. If additional trips are required, they will be billed accordingly. Any delays/additional install hours required due to site conditions or circumstances beyond the control of the Provider will be billed accordingly.
5. **Project Timeline.** Ensuring the approved project timeline is met will allow the Provider sufficient time to produce the creation without compromising quality standards. If the Client misses any of the project dates without prior consultation with the Provider's Project Manager, the completion date may be affected and an additional rescheduling charge of up to 7% (of total contract amount) may be incurred.
6. **Shipping.** The engagement display will be shipped to site prior to scheduled installation. The Client will be advised of shipping details and will be responsible for receiving the product at the facility. The Provider will dispose of crate and excess packing material in the on-site refuse/dumpster disposal area. Alternate arrangements must be made with and approved by Provider prior to installation.
7. **Site Preparation.** The Provider will work with the Client to provide the needed specifications relating to site preparation, however site preparation such as electrical, data, wall finishing or structural changes to the building are not included in this scope of work. In the event the Provider arrives to perform a scheduled installation and the building or site is unprepared, costs incurred by the Provider's personnel will be charged to the Client.
8. **Changes and Cancellation.** Due to the custom nature of these systems, a cancelled order will result in cancellation charges. Charges will take into account actual expenses incurred and services performed to date. These charges are based upon the progress towards the below milestones and will be determined between the Provider and Client. Credit resulting from cancelled projects is valid for one (1) year from the date of cancellation.

Key Milestones

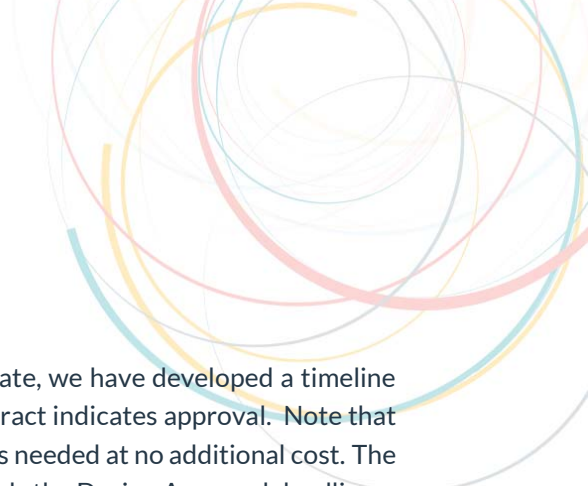
Design Finalization – 40% (\$20,000)

Pre-Production – 20% (\$10,000)

Production – 30% (\$15,000)

Installation – 10% (\$5,000)

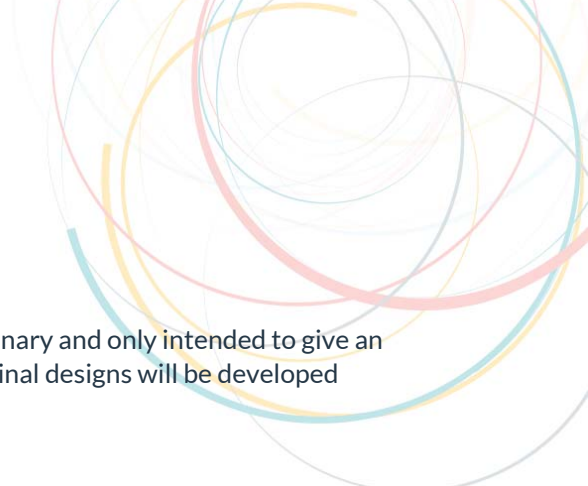
9. **Warrantees.** All components installed by the Provider are warranted to be free of manufacturer's defect, under normal use and service, for a period of two (2) years. The cost of labor and materials is covered by this warranty. In the event identical components are unavailable, the Provider may furnish alternate components that are at least functionally equivalent. Deliberate damage resulting from acts of vandalism, theft, and other criminal acts are not covered by this warranty. Incidental and consequential damages are not covered by this warranty.
10. **Engagement System Web Presence.** It is of the utmost importance that the brands of our partners are expressed properly and adhere with all fair use rights and as such Brook is honored to have your engagement system, logo and testimonial portrayed on our website as a beacon to what donors and the organizations they represent can do in the world. Please provide written notification to BrookGlobal, should you prefer not to have your engagement system, display or feature as part of its web library of completed projects.



CRITICAL PATH & TIMELINE SCHEDULE

To ensure delivery and installation of your creation on an agreed-upon date, we have developed a timeline schedule. Please review this timeline carefully as the sign-off on this contract indicates approval. Note that additional meetings for the design development process will be included as needed at no additional cost. The three meetings shown below is simply a suggestion in order to work towards the Design Approval deadline.

TASK	RESPONSIBILITY	DATE
Kick-off Meeting	Brook & Penn Medicine	June 5 th , 2019
SOW Contract Signed (40% Payment)	Penn Medicine	June 21 st , 2019
Design Development		
Meeting 1	Brook & Penn Medicine	June 12 th , 2019
Meeting 2	Brook & Penn Medicine	June 21 st , 2019
Meeting 3	Brook & Penn Medicine	July 2 nd , 2019
Designs Approved	Penn Medicine	July 8 th , 2019
Progress Payment (40%)	Penn Medicine	July 31 st , 2019
Donor Name & Content Approval		
Submission of Final Content	Penn Medicine	August 7 th , 2019
Provision of Proof 1	Brook	August 14 th , 2019
Feedback on Proof 1	Penn Medicine	August 16 th , 2019
Provision of Proof 2	Brook	August 21 st , 2019
Feedback on Proof 2	Penn Medicine	August 23 rd , 2019
Provision of Final Proof	Brook	August 28 th , 2019
Approval of Final Proof	Penn Medicine	August 30 th , 2019
Installation (in the week of...)	Brook	September 30 th , 2019
Final Payment (20%) – following installation & final approval by Client	Penn Medicine	October 7 th , 2019



CREATIVE CONCEPTS

Please refer to the proposed design concept below. This concept is preliminary and only intended to give an idea of the scale and features to be included in the final design drawings. Final designs will be developed during the process outlined in the above timeline.

Option 1



Penn Medicine - PCAM June 5, 2017

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to the sole use of Brook Global and is copyrighted and is not
to be reproduced in whole or in part in any form or manner.



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Option 2

Welcome to the
Abramson Cancer Center

THE STORIES BEHIND THE SCIENCE



LIFETIME DONORS

2016

2017

2018

ANNUAL DONORS

THE POWER OF PENN

Penn Medicine - PCAM June 5, 2017

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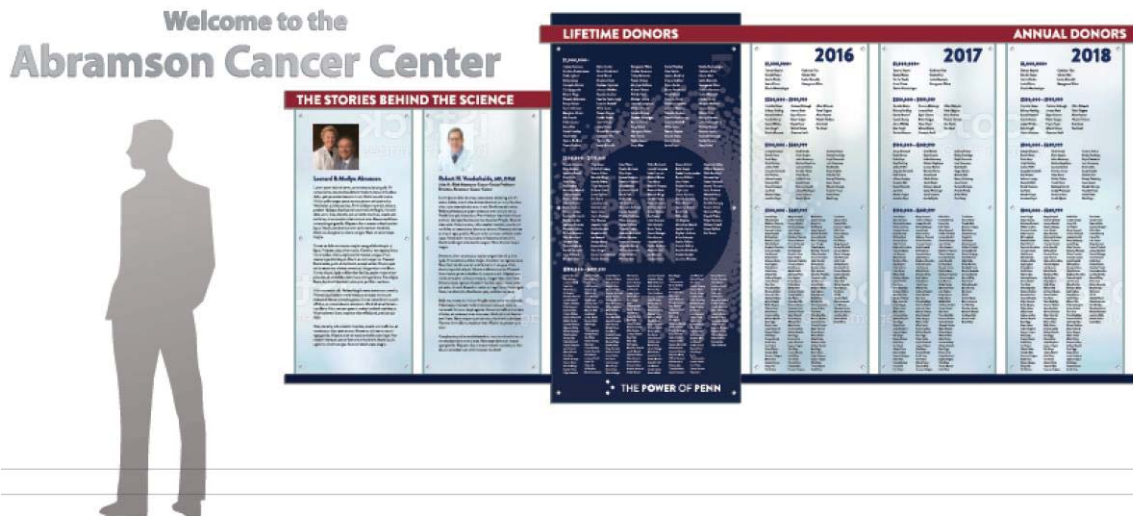
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Option 3

Welcome to the
Abramson Cancer Center

THE STORIES BEHIND THE SCIENCE



LIFETIME DONORS

2016

2017

2018

ANNUAL DONORS

THE POWER OF PENN

Penn Medicine - PCAM June 5, 2017

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BrookGlobal is very honored to partner with our Clients for their donor engagement system needs, and excited to share this news with others upon award of projects. However, if you would prefer we not share news regarding your project, please let us know and we will be happy to accommodate your request.

For your convenience, we have included a signature box below that will indicate your acceptance of the above scope of work. Should you have any questions, please contact us.

Sincerely,

BrookGlobal
Shawn R. Plater
CEO

Cc: Calvin Barrett
Engagement Strategist

Exhibits A and B, University of Penn's PO Terms and Conditions, are attached and are incorporated herein.

PROPOSAL ACCEPTANCE



Shawn Plater
CEO
BrookGlobal

Name:
Title:
Penn Medicine

June 17, 2019

Date

Date

Exhibit A

University of Pennsylvania Terms and Conditions

1. Time

If delivery or completion dates cannot be met, Supplier shall inform Customer immediately. Such notice shall not, however, constitute a change to the delivery or completion terms of this Agreement unless Customer modifies this Agreement in writing. If any item is not received or if any element of the work is not completed by the date specified, the Customer, at Customer's option and without prior notice to Supplier, may either approve a revised date or may cancel a particular Purchase Order Form and may obtain such goods or work elsewhere and in either event the Supplier shall be liable to the Customer for any resulting loss incurred by the Customer. Supplier's sole remedy for a delay caused by Customer shall be an extension in the time for Supplier's performance equal to the duration of Customer's delay. Supplier shall not be liable for damages resulting from Supplier's failure to deliver or complete, or for delays in delivery or completion, caused solely by strikes not caused by or within the control of Supplier, lock-outs not caused by or within the control of Supplier, fires, war or acts of God. TIMING OF DELIVERY AND/OR PERFORMANCE OF THE WORK IS OF THE ESSENCE OF THIS AGREEMENT.

2. Improper Performance and Disputes

Supplier will use commercially reasonable efforts to provide all services and deliverables in material conformance with the specifications and schedule agreed upon with Customer. Customer may inspect services performed by Supplier and/or its subcontractors while in progress or when completed, when such services are performed on Customer's premises. Supplier shall notify Customer when, in its opinion, the services or any portion thereof are complete. Customer may inspect deliverables and notify Supplier in writing if the deliverables, or any part thereof, do not conform to the specifications agreed to by the parties in writing. Supplier shall correct any non-conforming services or deliverables in an expeditious manner at its own expense.

In addition to other remedies provided by law, Customer reserves the right to reject any goods or to revoke any previous acceptance and to cancel all or any part of a particular Purchase Order Form if Supplier fails to deliver all or any part of the goods or perform any of the work in accordance with the terms and conditions of this Agreement and respective Purchase Order Form. Acceptance of any part of the Purchase Order Form shall not bind the Customer to accept any future shipments or work, nor deprive it of the right to return goods already accepted. At Customer's option, if Customer so elects in its sole discretion with regard to any particular dispute, any dispute arising in connection with this Agreement shall be resolved by arbitration in Philadelphia, PA in accordance with the rules of the American Arbitration Association; and all disputes shall otherwise be resolved in and only in the Court of Common Pleas of Philadelphia County, PA as the exclusive judicial forum. CUSTOMER AND SELLER WAIVE THEIR RIGHT TO A JURY TRIAL WITH REGARD TO ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.

3. Warranty

Supplier expressly warrants all (i) goods delivered under this Agreement to be free from defects in material and workmanship and to be of the quality, size and dimensions ordered and (ii) work performed under this Agreement to be in conformity with all plans, specifications and other data incorporated as part of this Agreement or a specific Purchase Order Form. Notwithstanding any limitation of warranty, Supplier further represents and warrants that the supply, quality and fitness for the purpose of the goods or services will not be impaired, disrupted or interrupted in whole or in part by the occurrence of any leap year. These express warranties shall not be waived by reason of acceptance or payment by the Customer. This Agreement incorporates by reference all terms of the Uniform Commercial Code as adopted in the Commonwealth of Pennsylvania (the "UCC") providing any protection to Customer for goods, including but not limited to all warranty protection (express or implied) and all of Customer's remedies under the UCC. All goods and work shall also be subject to any stricter warranties specified in this Agreement, a specific Purchase Order Form, or in other materials incorporated by reference.

Supplier agrees to perform the services with care, skill and diligence, and in accordance with applicable standards currently recognized by Supplier's profession or industry and Supplier shall be responsible for the quality, technical accuracy and completeness of all reports, information, specifications, deliverables, services and any other items provided to Customer. Supplier further agrees to be responsible for the professional quality, training, and supervision of all Supplier's personnel who provide services.

Supplier shall provide qualified personnel who shall use skill, prudence, and good judgment in the performance of the services consistent with the interests of Customer. Supplier shall have control over all means, methods, techniques, sequences and safety procedures and for coordinating all portions of the services.

Supplier represents and warrants and covenants that: (1) all deliverables and/or services shall be delivered or performed free of any security interests, claims, liens or any other encumbrances whatsoever; (2) there are no rights outstanding which would diminish, encumber or impair the enjoyment or exercise of the rights granted to Customer under this agreement; and (3) Supplier has right, title and/or interest necessary to license the deliverables to Customer. The foregoing representations, warranties and covenants are, and shall be deemed to be, continuing.

Supplier shall, at no expense to Customer, correct any deliverables or re-perform any services that fail to fulfill any representations, warranties and/or covenants expressed in this section, which failure may arise within a reasonable time (not to exceed thirty (30) days) of the performance of services.

Supplier's liability with respect to any deliverable under a breach of warranty or other theory will be limited exclusively to repair or replacement of the deliverable, or, if repair or replacement is inadequate as a remedy or, in Supplier's opinion, impractical, to refund of the fees paid for such deliverable hereunder.

4. Risk of Loss

Unless a particular Purchase Order Form expressly states otherwise, all goods shall be shipped FOB: the "Ship to" location designated in the Purchase Order Form. Risk of loss shall not pass to Customer until goods called for in this Agreement or a particular Purchase Order Form actually have been received and accepted by the Customer at the destination specified herein. Supplier assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage even if Customer has agreed to pay freight, express or other transportation charges.

5. Indemnity and Hold Harmless

- a). **By VENDOR for Infringement.** If a third-party claims that the Service (other than related to any CUSTOMER Content) infringes that party's patent, copyright or other proprietary right, VENDOR will defend CUSTOMER against that claim at VENDOR's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by VENDOR, provided that CUSTOMER:

- i. promptly notifies VENDOR in writing of the claim; and
- ii. allows VENDOR to control, and cooperates with VENDOR in, the defense and any related settlement.

If such a claim is made, VENDOR shall (a) obtain the right for CUSTOMER, at VENDOR's expense, to continue using the Services; (b) provide a reasonable and non-infringing functionally equivalent replacement; (c) reasonably modify the Services so that they no longer infringe but provide equivalent functionality; or if these alternatives are not reasonably available as agreed by both parties, terminate the Service without any liability to CUSTOMER upon written notice to CUSTOMER and with the return of any prepaid and unused fees. This indemnity does not apply to the extent of any technology not provided by VENDOR, if the Service is used other than in accordance with this agreement, or with third party technology it is not designed to operate with.

- b). **By VENDOR for Disclosure of User Information.** If any User or a third-party claims that VENDOR has disclosed User Information in a manner not permitted under this Agreement, VENDOR will defend CUSTOMER against that claim at VENDOR's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by VENDOR, provided that CUSTOMER:

- i. promptly notifies VENDOR in writing of the claim; and
- ii. allows VENDOR to control, and cooperates with VENDOR in, the defense and any related settlement.

- c). **By CUSTOMER.** If a third-party claims against VENDOR that any part of the CUSTOMER Content infringes or violates a patent, copyright or other right, CUSTOMER will, provided that VENDOR has complied with all applicable provisions of the Digital Millennium Copyright Act, defend VENDOR against that claim at CUSTOMER's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by CUSTOMER, provided that VENDOR:

- i. promptly notifies CUSTOMER in writing of the claim; and
- ii. allows CUSTOMER to control, and cooperates with CUSTOMER in, the defense and any related settlement.

6. Assignment/Subcontracting

Neither party shall have any right to assign this Agreement or any benefits arising from this Agreement without prior written consent of the other, and, unless otherwise agreed upon in writing, the rights of any assignee shall be subject to all set-offs, counterclaims, and other comparable rights arising hereunder. Supplier shall not, except as otherwise agreed in writing by the Customer, delegate or subcontract the work on any item of material or service to be delivered or performed under this Agreement.

7. Insurance

In connection with the Agreement, Supplier, at its own cost and expense, shall obtain and maintain in force during the term of this Agreement, the following insurance coverage:

- a. A policy of workers' compensation insurance, in amounts required by law, covering all officers and employees of Supplier who are in any way engaged in or connected with this Agreement, and employer's liability insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000). Supplier shall require its agents, sub-Suppliers and subcontractors, who are in any way engaged in or connected with this Agreement to maintain the same insurance as required herein of Supplier.
- b. A policy of commercial general liability insurance with broad form property damage endorsement, personal injury and products completed operations coverage, affording protection in an amount of not less than Two Million Dollars (\$2,000,000) per incident and in the aggregate, with respect to personal injury, death, or damage to property.
- c. If this Agreement contemplates professional services, a policy of professional liability insurance, including errors and omissions, affording protection of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) in the aggregate.
- d. A policy of comprehensive automobile liability insurance covering the operation of all motor vehicles used by Supplier or its agents in connection with this Agreement, affording protection in an amount of not less than One Million Dollars (\$1,000,000) combined single limit with respect to personal injury, death, or damage to property.

All of these insurance policies shall be issued by insurance companies with an AM Best rating of "A" or higher and a financial strength rating of VII or higher, or equivalent ratings provided by a disinterested, generally recognized rating agency, which companies shall be licensed or permitted to conduct business in the Commonwealth of Pennsylvania. The commercial general liability policy shall name The Trustees of the University of Pennsylvania as an additional insured, and shall be written as primary coverage and not contributing with or in excess of any coverage that the Customer may carry. Upon request, Supplier shall furnish to Customer a current certificate of insurance for each of the policies required above. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way the liability of Supplier arising under or in connection with this Agreement. Such insurance shall not be canceled or terminated without ten (10) days prior written notice of any cancellation or termination.

8. Examination of Records

The Supplier agrees that Customer, and any Federal agency providing funding for this Agreement, and the Comptroller General of the United States or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of the Supplier involving transactions related to this Agreement to the extent necessary to verify the nature and extent of costs incurred under this Agreement until the expiration of four (4) years after final payment under this Agreement. Nothing in this Agreement shall be deemed to preclude an audit by the U.S. General Accounting Office of any transaction under this Agreement. The preceding two sentences shall not apply if a particular Purchase Order Form does not involve a sum in excess of One Thousand Dollars (\$1,000), or if this is an agreement for public utility services at rates established for uniform applicability to the general public, or if this is as agreement for general inventory goods not specifically identifiable with work under the Customer's contract with the government.

9. Renegotiation

If this Agreement is subject to the Renegotiation Act of 1951, as amended, then it shall be deemed to contain all the provisions required by Section 104 of said Act as amended. Nothing contained in this clause shall impose a renegotiation obligation with respect to this Agreement or any subcontract hereunder which is not imposed by an act of Congress heretofore or hereafter enacted. Supplier agrees to include the provisions of this clause in all subcontracts as required by Section 103(g) of the Renegotiation Act.

10. Non-Discrimination in Employment

In connection with the performance of work under this Agreement, the Supplier agrees as follows:

- a. Buyer is a federal contractor, subject to Executive Order 11246 (as amended), the Vietnam Era Veterans' Readjustment Assistance Act (as amended) and Section 503 of the Rehabilitation Act of 1973 (as amended), along with related regulations. This Purchase Order is subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into this Purchase Order by reference, as applicable. These regulations prohibit discrimination on the basis of race, color, religion, sex or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex or national origin. In addition, this Purchase Order is subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference, as applicable. **This Buyer and Supplier shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), as applicable. These regulations prohibit discrimination against qualified individuals on the basis of disability and protected veteran status, and require affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.**
- b. The Supplier will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to Supplier's books, records, and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- c. In the event of the Supplier's non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders, this Agreement, and any particular Purchase Order Forms, may be cancelled, terminated or suspended in whole or in part and the Supplier may be declared ineligible for further Government contracts as provided by law.

11. Compliance with Laws and Regulations

The Supplier agrees to comply with all applicable federal, state, and local laws and regulations. If this Agreement or a particular Purchase Order Form is issued pursuant to a contract between the Customer and the federal government, the provisions of OMB Circular A-110 (1993)-Appendix A shall apply in accordance with their terms. OMB Circular A-110 mandates compliance with the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, and the Contract Work Hours and Safety Standards Act, Sections 102 and 107. If the amount of this Agreement or a particular Purchase Order Form exceeds One Hundred Thousand Dollars (\$100,000) and any portion thereof is funded by the federal government, Supplier shall file the certifications required by the Byrd Anti-Lobbying Amendment, and shall comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act and the Clean Air Act. Supplier shall provide certification regarding its and its principal employees' exclusion status upon request. COPIES OF OMB CIRCULAR A-110 (1993) APPENDIX-A AND INFORMATION REGARDING THE SOURCE OF FUNDS FOR THIS AGREEMENT OR SUCH PURCHASE ORDER FORM WILL BE PROVIDED TO SUPPLIER UPON REQUEST.

Web Accessibility: Supplier acknowledges that the University of Pennsylvania is committed to making academic and administrative tasks accessible to individuals with disabilities in compliance with applicable law. Contractor agrees and warrants that all of its Web-based services and products comply with Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, or will be modified to be compliant prior to delivery to the University of Pennsylvania. Supplier further agrees and warrants that all Web-based services and products shall remain in full compliance with the above Web accessibility guidelines during the term of the agreement. If during the term of this agreement, Supplier identifies any historical website accessibility issues in the website, Supplier shall notify Client concerning the historical website accessibility issues and shall provide an estimate to the Client for the cost to bring the historical website accessibility issues into compliance. Client shall provide written direction to Supplier on the handling of the identified historical website accessibility issues.

12. Termination Without Cause

Customer, in its sole discretion and without cause, may terminate this Agreement or a particular Purchase Order Form, in whole or in part, at any time without incurring liability to Supplier for lost profits, or any other costs or damages, other than the proportionate value of the purchase price for work completed on site or goods delivered. Payment due shall be a percentage of the purchase price equal to the percentage of the work completed and/or any unit prices in the purchase price specified for goods delivered. Supplier's warranties, and Supplier's liability for defective or non-conforming work or goods shall survive termination and remain in full force and effect.

13. Proprietary Rights

All Deliverables prepared for Customer under this Agreement, Supplier's other work product under this Agreement, and all Statements of Work entered into hereunder, including all concepts, inventions, ideas, patent rights, data, trademarks, and copyrights which are related to, arise out of, or developed in connection with (i) the Deliverables and Supplier's other work product or (ii) any and all Services, shall be the exclusive property of, and all ownership rights therein shall vest in, Customer. Supplier agrees to sign all necessary documents or take such other actions as Customer may reasonably request in order to perfect any and all such rights.

The Parties expressly agree that all Deliverables and Supplier work product created under this Agreement are Works Made For Hire, as defined in the U.S. Copyright Act, 17 U.S.C. 101, and shall vest in Customer as author. All other work product, whether copyrightable or not, including without limitation any works which may be deemed by competent authority not to be Works Made For Hire, created pursuant to this Agreement, are hereby assigned to Customer, effective from the moment of creation, including without limitation all right, title and interest in and to the copyright thereof throughout the world, all renewals and extensions thereof and the right to use, make and distribute copies in any and all media, with or without attribution, with or without modification, including but not limited to the right to translate, and/or make derivative works therefrom. Supplier agrees to execute and to secure the execution from the applicable authors retained by Supplier all registrations, assignments, transfer documents and other instruments necessary or desirable in the reasonable opinion of Customer to record any assignment or registration of copyright or other transfer of ownership in any work transferred to Customer pursuant to this Agreement.

Notwithstanding the foregoing, Supplier shall retain sole and exclusive ownership of all right, title and interest to and in its proprietary information, templates, processes, methodologies, inventions, patents, know-how and software owned by it as of the Effective Date, and all derivative works based upon an improvement to any of the foregoing to the extent severable from Customer Confidential Information, products and processes, provided that the derivative works or improvements (i) are of general application, (ii) do not contain any, or are not developed using any, Customer Confidential Information or other specific information about or relating to Customer or its products, processes, plans or finances and (iii) were discovered, created or developed solely by Supplier without assistance from Customer during Supplier's provision of the Services for Customer (all of the foregoing, the "Supplier Intellectual Property"). To the extent Supplier Intellectual Property is necessary for the use of the Services or deliverables provided under this Agreement, Supplier grants to Customer for the benefit of Customer, its Affiliates, and their respective agents, successors, permitted assigns and contractors the irrevocable, perpetual, non-exclusive, worldwide, royalty-free, paid-up right and license to Supplier Intellectual Property for Customer's use of such Services or deliverables.

14. Confidentiality and Privacy Requirements

See Exhibit "B" of these terms and conditions for Confidentiality and Privacy Requirements, which are incorporated herein by reference.

15. Exclusivity

This Agreement shall not be deemed to be an exclusive contract and Customer shall be free to obtain goods or services provided hereunder from other Suppliers in satisfaction of SUPPLIER'S obligations under this AGREEMENT.

16. Intellectual Property

A. Service Provider hereby assigns to the University any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights to the deliverables developed or prepared specifically for the University hereunder (the " Deliverables"). The Deliverables shall be deemed to be "works made for hire" under the federal copyright laws. Service Provider agrees to give the University reasonable assistance, at the University's expense, to perfect such assignment of such rights, title and interest. To the extent the Deliverables include data, modules, components, designs, utilities, subsets, objects, processes, tools, models and specifications ("Technical Elements") owned or developed by Service Provider prior to, or independently from, its engagement hereunder, Service Provider shall designate such Technical Elements prior to execution of this Agreement and shall grant to the University a perpetual, worldwide, fully paid up limited license to use such Technical Elements or other Service Provider proprietary property for University related purposes.

B. Service Provider warrants that neither the products, processes, computer software, software modules, media, documentation or other materials provided to the University under this Agreement, nor their use by the University will infringe or constitute an infringement of any copyright, patent, trademark or other proprietary right of any third party.

C. Neither party to this Agreement shall, without first obtaining the written consent of the other, advertise or publish the fact that the parties have contracted with each other or otherwise use the other party's name, logos, or trademarks in any advertisement, publicity or other publication.

17. FERPA Compliance Warranty:

Each party represents and warrants to the other party that it will comply with all applicable provisions of the Family Educational Rights and Privacy Act, as amended (FERPA), and other laws with respect to its activities under this agreement, including without limitation, Supplier's obligations under FERPA as a "school official" and FERPA's "legitimate educational interests" limitation on use or disclosure of education records. Supplier will implement reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure Penn Confidential Information (defined below) and data. Supplier agrees: to abide by FERPA's limitations on re-disclosure of personally identifiable information in education records; to not use or disclose education records created or received from, by, or on behalf of Penn or its students for any purpose other than the purpose for which such disclosure is made; and to not use or disclose such education records except as permitted by this agreement, as required by law, or as authorized by Penn in writing.

18. Ownership and Return of Artwork and Print Files

SUPPLIER acknowledges and agrees that the Customer retains ownership of all artwork and print files, in any media, including digital files, whether preliminary or final. SUPPLIER waives the right to challenge the validity of the Customer's ownership of the art subject to this agreement because of any change or evolution of the laws. SUPPLIER shall return such artwork and print files as requested by the Customer.

19. Commitment to Environmental Sustainability

As a signatory of the American College and University Presidents Climate Commitment, the University is committed to environmental stewardship. Supplier agrees to use its best efforts to support the University's environmental sustainability efforts and promote sustainable business practices within its own organization. The University may from time to time request information from Supplier to ensure that it is demonstrating commitment to environmental sustainability. Supplier agrees to provide information as requested. In addition, Supplier will consider any commercially reasonable requests that the University puts forth to promote environmentally sustainable business practices. Supplier's response to these requests may inform the University's decision when purchasing goods or services in the future.

EXHIBIT B

UNIVERSITY OF PENNSYLVANIA CONFIDENTIALITY AND PRIVACY REQUIREMENTS

A. Definitions: When used in this document, the following definitions shall apply:

Confidential Information - Sensitive Personally Identifiable Information and Proprietary Information provided by, or on behalf of the Buyer, in any form, including without limitation oral or written (paper or electronic) whether presented in text, graphics, charts or other formats.

Sensitive Personally Identifiable Information (“SPII”) - Information relating to an individual that reasonably identifies the individual and, if compromised, could cause harm to that individual or to Buyer. Examples may include, but are not limited to: Social Security Numbers, credit card numbers, bank account information, student grades or disciplinary information, salary or employee performance information, donations, patient health information, information Buyer has promised to keep confidential, and account passwords or encryption keys used to protect access to SPII. SPII shall not include information that can not reasonably be used to identify the individual to whom it pertains.

Proprietary Information (“PI”) - Data, information, or intellectual property in which the Buyer has an exclusive legal interest or ownership right which, if compromised could cause harm to Buyer. Examples may include, but are not limited to, business planning, financial information, trade secret, copyrighted material, and software together with comparable material from a third party when the Buyer has agreed to keep such information confidential.

B. Service Provider: The Supplier under the Purchase Order is a Service Provider hereunder.

In General: Service Provider agrees to maintain strict confidentiality concerning Confidential Information in accordance with the requirements and conditions set forth in this Section.

Exclusions: These requirements shall not apply to any information or data which:

1. Is lawfully possessed by Service Provider prior to entering into this Agreement;
2. Shall be lawfully acquired by Service Provider in circumstances or in a manner not resulting from, or related to, this Agreement or the performance of the Services;
3. Becomes part of the public domain in any manner other than the publication thereof in violation of this Agreement or otherwise unlawfully;
4. Is disclosed by Service Provider with the prior written approval of the Buyer; or
5. Is otherwise required by applicable law to be disclosed by Service Provider (but then only to the extent that, and only to the recipient or recipients to whom or which such disclosure is required; and only after Buyer has failed to obtain a protective order or other appropriate relief governing disclosure of the data within 10 days after notice from Supplier of any disclosure request).

C. Property of Buyer: Confidential Information shall remain the sole property of Buyer. Service Provider expressly acknowledges and agrees that Service Provider has no property right or interest whatsoever in any such data.

D. Security Safeguards: Service Provider shall maintain adequate administrative, technical and physical safeguards against unauthorized access, use, or disclosure of Confidential Information. This requirement includes but it is not limited to, the following components.

1. Confidential information may only be stored on electronic computing devices that are current in their anti-virus software and security patches and that are protected by a firewall.
2. All access to confidential information electronically shall be via a unique user ID and unique password that is not shared with others.

3. Confidential information shall not be downloaded to a portable device, such as Laptop computers, PDAs and USB drives, unless such data is protected with strong encryption.
4. Confidential information transmitted electronically must be encrypted in transmission, unless otherwise authorized by the Buyer.
5. Any use or handling of Social Security Numbers must be specifically approved by the Buyer.
6. Confidential information shall not be removed from the Service Provider's work site unless such removal is authorized by the Buyer as necessary for Agreement-related purposes.
7. When Confidential Information is no longer required to perform services required under this Agreement, and is no longer required to be maintained by applicable law or the terms of this Agreement, the Service Provider shall securely destroy such information whenever such destruction is practicable.
8. If Service Provider is retains backups of Confidential Information, such backups shall be maintained in conformity with these Security Safeguards.

Any question regarding the applicability of or interpretation of these requirements must be directed to Buyer's Office of Audit, Compliance and Privacy or Buyer's Office of Information Security.

E. Compliance:

1. Laws. Service Provider shall comply with all applicable laws, ordinances, statutes regulations and other requirements established by federal, state and local governmental authorities regarding privacy and security protections for Confidential Information. Applicable statutes may include but are not limited to The Family Education Rights and Privacy Act, the Gramm-Leach-Bliley Act and The Health Insurance Portability and Accountability Act.
2. FERPA. Service Provider is a "school official with legitimate educational interests" under FERPA. Service Provider acknowledges that the education records it collects, maintains, uses and/or discloses are the property of the University and are under the direct control of the University.
3. Other. Service Provider shall comply with the Payment Card Industry Data Security Standard, as applicable.

F. Use and Disclosure Limitation: Service Provider shall not use, provide, trade, give away, barter, lend, sell, or otherwise disclose Confidential Information, and shall not make any copies of such data or any type whatsoever, in readable or encrypted form, or in individually identifiable or aggregate form, except:

1. As necessary for the services described in this Agreement to be performed; or
2. As expressly permitted by Buyer in a separate writing.

G. Restricted Access: Service Provider shall only permit access to Confidential Information acquired by Service Provider in connection with this Agreement, and only to employees, agents or independent contractors of Service Provider (1) who are directly involved in performing the Services for the Buyer and have a specific need to know such information, and (2) who have entered into written confidentiality agreements which impose, or are otherwise bound by, restrictions on the Confidential Information at least equivalent to those imposed under this Agreement.

H. Subcontractors.

Service Provider is responsible for the reasonable protection of Confidential Information that Service Provider and/or its subcontractors create, maintain, use or disclose. Service Provider maintains procedures to ensure that Service Provider only selects and retains subcontractors who are capable of maintaining reasonable physical, technological, and administrative safeguards to protect Confidential Information.

Service Provider's contracts with subcontractors require subcontractors to maintain appropriate measures designed to ensure that Confidential Information is kept confidential, secure, and is only be used for the purposes set forth in the contract.

Service Providers subcontractors are responsible for ensuring that any security breach involving Confidential Information will be reported to the vendor promptly and the vendor will then promptly report such security breach to University.

- I. Breach:** Service Provider shall immediately report to Buyer any unauthorized access, use, disclosure, modification, or destruction of Buyer's Confidential Information or interference with system operations in an information system containing Buyer's Confidential Information ("Breach") of which Service Provider becomes aware.
- J. Remediation/Mitigation:** When Service Provider learns of a Breach it shall (1) use best efforts to determine the scope and nature of the Breach, (2) work with the Buyer, in light of the circumstances and applicable law, to determine what risks are posed by the Breach and whether and how those persons whose data was accessed, acquired or disclosed should be notified, and (3) restore the reasonable integrity of the data system which hosts the Buyer's Confidential Information without compromise to forensic investigation.
- K. Indemnification:** Service Provider agrees to indemnify, defend and hold harmless Buyer, its trustees, officers and employees (individually, an "Indemnified Party", and collectively, the "Indemnified Parties"), from and against any and all liability, loss, damage, action, claim or expense ("Claims") suffered or incurred by the Indemnified Parties (including reasonable attorney's fees and expenses) that results from or arises out of any unauthorized access, use or disclosure of Buyer's Confidential Information by Service Provider. With regard to Service Provider's obligation to defend, the Buyer shall have the right to select the legal counsel whom Service Provider shall provide to defend any Indemnified Party, subject to Service Provider's approval of the qualifications of such legal counsel and the reasonableness of counsel's hourly rates as compared to the rates of attorneys with similar experience and qualifications in the relevant area of legal expertise and in the jurisdiction where the Claims will be adjudicated. If the Buyer elects, in its sole discretion, to retain separate legal counsel, in addition to or in lieu of the counsel to be provided by Service Provider, then all costs and expenses incurred by the Buyer for such separate counsel shall be borne by the Buyer and the Service Provider shall reasonably cooperate with the Buyer and its separate legal counsel in the investigation and defense of any such claim or action. Service Provider shall not settle or compromise any claim or action giving rise to Claims in a manner that imposes any restrictions or obligations on Buyer without Buyer's prior written consent. If the Buyer elects to require that Service Provider defend a Claim pursuant to this paragraph, and Service Provider fails or declines to assume the defense of such Claim within thirty (30) days after notice thereof, the Buyer may assume the defense of such Claim for the account and at the risk of Service Provider, and any Liabilities related thereto shall be conclusively deemed a liability of Service Provider. Service Provider agrees that if it is named as a party in an action that results from or arises out of any unauthorized access, use or disclosure of Buyer's Confidential Information, and Buyer is not named as a party to such action, Service Provider shall, immediately upon receiving notice of such action, notify Buyer of the action. The indemnification rights of the Indemnified Parties contained herein are in addition to all other rights which such Indemnified Party may have at law or in equity or otherwise.
- L. Return of Confidential Information:** Upon the expiration or earlier termination of the Agreement or at the request of Buyer, Service Provider will either (1) at its own expense, immediately return to Buyer all Confidential Information embodied in tangible form, whether or not reduced to such form by Service Provider including all copies thereof, or (2) at the Buyer's option, certify in writing to Buyer that all such Confidential Information has been destroyed, except that Service Provider may retain Confidential Information to the extent that retention is required by law or is needed to document performance under this Agreement.
- M. External Request for Confidential Information:** In the event that the Service Provider receives a request for Confidential Information by subpoena or other legal process or from a court, governmental authority, or accrediting agency, the Service Provider shall give prompt written notice to the Buyer in order to allow the Buyer the opportunity to seek a protective order or to take other appropriate action to protect the Confidential Information.