Exhibit B General Contract Terms and Conditions

State University of New York
September 25, 2026

The Parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Agreement") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

1. **Amendments:** The Agreement may be amended at any time only upon prior mutual written consent of the Parties. Such written amendment will not be effective until signed by both Parties, and if required, approved by the New York State Office of the Attorney General (OAG) and the Office of the State Comptroller (OSC).

2. **Prohibition of Contractor Weblinks and "Click-Wrap"/"Shrink-Wrap" Terms**

   a. Terms and conditions submitted or made unilaterally by the Contractor and accessed through URL hyperlinks, embedded weblinks, or other electronic means (including but not limited to "click-through," "click-wrap" or "shrink-wrap" terms and conditions accompanying software and/or software updates upon delivery; order forms; purchase orders; or other documentation submitted for payment; notwithstanding SUNY's subsequent acceptance of same or that SUNY has processed such information for approval and payment) shall not be binding on SUNY or the State of New York. Terms and conditions must be mutually agreed upon and incorporated and attached as an exhibit to this Agreement (or a written amendment to this Agreement signed by the Parties) to be effective and enforceable. No provisions of pre-printed purchase orders, acknowledgements, or click-through terms may modify this Agreement, and such other or additional terms or conditions are void and of no effect.

   b. If Contractor uses third-party software, platforms, or services in connection with the Services it provides pursuant to the Agreement, any terms or conditions (including "click-through," "click-wrap," "browse-wrap," "shrink-wrap," or similar agreements) that may be presented to or accepted by Contractor in connection with such third-party products will not bind or apply to SUNY, unless and until SUNY reviews and agrees to such terms in a subsequent signed writing. Contractor will not purport to accept any such terms on SUNY's behalf.

3. **Contract Sales Reports:** Upon written request by SUNY, Contractor shall furnish reasonable reports of transactions under the Agreement, including, as applicable, Campus or Authorized User, product or service description, product number or SKU, manufacturer, quantity, unit price or rate, and total dollar volume of purchases.

4. **Diversity Contracting Requirements**

   a. ***Diversity Practices and Equal Employment Opportunity****:* Contractor shall comply with the applicable non-discrimination and equal employment opportunity requirements set forth in Exhibit A and, if incorporated into the Agreement, the MWBE and affirmative action requirements set forth in Exhibit A-1.

   b. ***Service-Disabled Veteran-Owned Businesses (SDVOB)***: Contractor acknowledges SUNY's commitment to the State's policy of encouraging the development of SDVOBs. Contractor shall comply, where applicable, with New York State Veterans' Services Law Article 3, 9 NYCRR Part 252, SUNY Procedure 7564, and any SDVOB participation goals, utilization plans, reporting requirements, and good faith effort requirements applicable to the Agreement. Contractor further acknowledges that in the event it willfully and intentionally fails to comply with the SDVOB participation requirements, it shall be liable to SUNY for damages, calculated based on the actual costs incurred by SUNY for personnel, supplies, and overhead related to establishing, monitoring, and reviewing SDVOB programmatic goals.

5. **Compliance with SUNY Policies:** At all times when rendering Services under the Agreement, or when on SUNY premises, all Contractor and subcontractor personnel shall comply with all applicable SUNY regulations, policies, and procedures including, but not limited to:

a. The requirement to wear an identity tag clearly identifying them as being an employee or agent of the Contractor or subcontractor, as applicable.

b. The prohibition against smoking within the buildings or on the grounds owned or leased by SUNY.

c. The parking regulations. Parking violations are subject to fines and are the sole responsibility of the Contractor. All vehicles must be registered with SUNY.

d. SUNY Information Security Policy 6900 and all Procedures and Policies contained and/or referenced therein. See: https://www.suny.edu/sunypp/documents.cfm?doc_id=848, and, to the extent applicable to the Services, SUNY Electronic and Information Technology Accessibility Policy 6901 and SUNY Systemwide Artificial Intelligence Policy 6904, in each case as amended or superseded from time to time.

The Contractor must communicate applicable SUNY policies and requirements to its employees, subcontractors (at any level), volunteers, and other persons or entities involved in performing the Services, to the extent relevant to their respective activities, including personnel entering SUNY grounds or premises.

6. Contractor's Representations and Warranties:

a. The Contractor warrants that the Services it provides under this Agreement will conform substantially to the specifications set out in the Agreement and that all work will be performed in a professional and workmanlike manner, in accordance with the applicable industry standards. For purposes of this Agreement, "applicable industry standards" shall be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances.

b. Contractor represents that it is fully capable and willing to provide the Services required by the Agreement; that it has full right and authority to enter into the Agreement; that consent, authorization, order or approval of, or filing or registration with any governmental agency, commission, board, other regulatory body, any person or entity or any corporate affiliates is either not required or has been obtained for or in connection with the execution and delivery of the Agreement by Contractor and the performance of the work hereunder; that it is not a party to, subject to, or bound by, any agreement, judgment, order, writ, injunction or decree which would prevent the carrying out of the Agreement.

7. Insurance: Contractor shall obtain and maintain, at its own expense and in full force and effect, the insurance required by this Section, with limits not less than those specified below or required by law, whichever is greater. Limits may be provided through a combination of primary and umbrella/excess policies, provided that any umbrella/excess policy used to satisfy the required limit provides coverage at least as broad as, and follows form over, the applicable underlying coverage.

Required policies shall be written by insurers having an A.M. Best Company rating of "A-" Class "VII" or better and licensed or authorized by the New York State Department of Financial Services to issue the applicable insurance in the State of New York. SUNY may, in its sole discretion, accept insurance written by a non-authorized carrier upon receipt of appropriate Excess Line Association of New York ("ELANY") documentation or other documentation acceptable to SUNY. If, during the term of a policy, the insurer's A.M. Best rating falls below "A-" Class "VII," the policy shall be replaced on or before its renewal date with insurance meeting the requirements of this Section.

Prior to commencing any work under this Agreement, Contractor shall provide SUNY with Certificates of Insurance, in a form satisfactory to SUNY, evidencing all insurance required under this Section. Certificates shall reference the Contract Number, identify SUNY as the certificate holder, and disclose any applicable deductible, self-insured retention, aggregate limit, or exclusion that materially changes the coverage required by this Agreement. Deductibles or self-insured retentions exceeding $100,000 shall be subject to SUNY's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed based upon the Contractor's demonstrated financial capacity and the nature of the risk.

SUNY may accept an appropriate self-insurance program upon satisfactory evidence of the Contractor's financial capacity to support the program. Contractor shall remain solely responsible for all claim expenses and loss payments within any deductible or self-insured retention. Where SUNY approves self-insurance in lieu of a required policy, policy-specific endorsement requirements shall apply only to the extent applicable, and with respect to Commercial General Liability and Business Automobile Liability, Contractor shall defend and indemnify SUNY and the other entities that

would otherwise have been additional insureds in the same manner as if the required policies had been obtained. Approval of self-insurance shall not limit Contractor's obligations or liabilities under the Agreement.

Upon renewal or replacement of any required policy, Contractor shall provide updated evidence of compliant coverage as soon as practicable, but no later than five (5) business days after renewal or replacement.

Policies shall include the requirements for notice of cancellation or nonrenewal in accordance with New York State Insurance Law. Within five (5) business days after receipt of any notice of cancellation or nonrenewal, Contractor shall provide SUNY with a copy of such notice together with proof of compliant replacement coverage.

All notices, Certificates of Insurance, and other insurance documentation required under this Section shall be delivered to: [Campus Name and Address] [For System: State University of New York, Attn: Contract Administrator, H. Carl McCall SUNY Building, 353 Broadway, Albany, NY 12246].

All Commercial General Liability, Business Automobile Liability, and any Umbrella/Excess Liability policies used to satisfy the limits of those coverages shall apply on a primary and non-contributory basis as to any other insurance available to the People of the State of New York, SUNY, any entity authorized to utilize the Agreement, and their officers, agents, and employees for claims arising from Contractor's work under this Agreement or Contractor's activities. Any other insurance maintained by such entities shall be excess of and shall not contribute with Contractor's insurance.

Commercial General Liability, Business Automobile Liability, any Umbrella/Excess Liability policies used to satisfy the limits of those coverages, and Workers' Compensation coverage shall include a waiver of the insurer's right of subrogation in favor of the People of the State of New York, the State University of New York, any entity authorized to utilize the Agreement, and their officers, agents, and employees. If such waiver is unobtainable, Contractor shall provide either (i) an express policy provision that the policy will not be invalidated if Contractor waives, prior to a casualty, its right of recovery against such persons or entities, or (ii) other written permission from the insurer permitting such waiver or release.

The required coverages are as follows:

a. **Commercial General Liability Insurance**: Insurance covering the liability of Contractor for bodily injury, property damage, and personal/advertising injury from all work and operation under this Agreement. The limits under such policy shall not be less than the following:

    i. Each Occurrence Limit: [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT]
    ii. General Aggregate: [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT]
    iii. Products/Completed Operations Aggregate: [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT]
    iv. Personal/Advertising Injury: [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT]
    v. Damage to Rented Premises: [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT]
    vi. Medical Expenses: [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT]

    Coverage shall include, without limitation, the following:

    i. Premises liability;
    ii. Independent contractors;
    iii. Blanket contractual liability, including tort liability of another assumed in a contract;
    iv. Defense and/or indemnification obligations, including obligations assumed under this Agreement;
    v. Cross liability for additional insureds;
    vi. Products/completed operations for a term of no less than [CAMPUS/SYSTEM TO INSERT 1–3 YEARS, AS APPROPRIATE TO THE RISK], commencing upon acceptance of the work as required by this Agreement; and
    vii. Contractor means and methods, where applicable.

    The People of the State of New York, the State University of New York, any entity authorized to utilize the Agreement, and their officers, agents, and employees shall be included as additional insureds under the CGL policy for ongoing operations and, where the Services involve construction, installation, maintenance, repair, or other work

presenting a completed-operations exposure, for completed operations, using ISO forms or equivalent coverage acceptable to SUNY.

If the work under the Agreement involves construction, renovation, installation, maintenance, repair, or other physical work performed on SUNY owned or leased premises, the CGL policy shall not contain any exclusion or limitation that eliminates coverage for claims against an additional insured arising from injury to employees of Contractor or its subcontractors, including any action-over exclusion, or coverage for claims arising under New York Labor Law §§ 200, 240, or 241, to the extent applicable.

b. **Comprehensive Business Automobile Liability:** Insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing, or under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a minimum combined single limit for Bodily Injury and Property Damage of [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT] and shall name the People of the State of New York, the State University of New York, and other entities authorized to utilize the Agreement, and their officers, agents, and employees, as additional insureds. The limits may be provided through a combination of umbrella/excess liability policies.

   If no motor vehicle will be used in connection with performance of the Agreement, Contractor shall attest to that fact in writing. If at any time during the Agreement term Contractor uses or intends to use any motor vehicle in connection with performance of the Agreement, Contractor shall obtain compliant coverage before such use and provide evidence of coverage to SUNY within ten (10) days of binding.

c. **Technology Errors and Omissions Insurance:** Contractor shall procure and maintain Technology Errors and Omissions insurance with a limit of at least [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT] per claim and in the aggregate covering the negligent acts, errors, or omissions of Contractor in the provision of professional services required under this Agreement, for damages arising from computer-related services including, without limitation, the following:

   i. Consulting;
   ii. Data Processing;
   iii. Programming;
   iv. System Integration;
   v. Hardware or Software Development;
   vi. Installation;
   vii. Distribution or Maintenance;
   viii. Systems Analysis or Design;
   ix. Training;
   x. Staffing or Other Support Services; and
   xi. Manufactured, Distributed, Licensed, Marketed or Sold Cloud Computing Services.

   The limits may be provided through a combination of primary and excess policies. The policy shall include coverage for third party fidelity if the same is not provided as part of the Data Breach and Privacy/Cyber Liability insurance. If the policy is written on a claims-made basis, Contractor shall maintain such coverage for three (3) years following expiration or termination of the Agreement or, if the policy is cancelled or not renewed during that period, purchase extended reporting period coverage sufficient to provide coverage for the remainder of the three-year period.

   Alternative to Technology Errors and Omissions Insurance Above (Professional Services)

   Professional Liability Policy: Insurance (errors and omissions) shall be maintained with limits of not less than [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT] per claim or occurrence and [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT] in the aggregate, and shall be maintained for a period of three (3) years after expiration or termination of the Agreement. If the policy is written on a claims-made basis and the policy is cancelled or not renewed during that period, Contractor shall purchase extended reporting period coverage sufficient to provide coverage for the remainder of the three-year period.

Note: The People of the State of New York, the State University of New York, and other entities authorized to utilize the Agreement, and their officers, agents, and employees, shall not be named as an additional insured under any professional liability policy.

d. **Data Breach and Privacy/Cyber Liability:** Contractor shall maintain Data Breach and Privacy/Cyber Liability insurance throughout the term of the Agreement and for any additional period required under this Section. Coverage must include liability for failure to safeguard confidential, proprietary, or personal information; failure of the security of Contractor's computer systems; and any resulting unauthorized access to SUNY's or other Authorized Users' data. Said insurance shall be maintained with limits of not less than [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT] per claim or occurrence and [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT] in the aggregate. The limits may be provided through a combination of primary and excess policies. The insurance shall provide coverage for damages arising from, without limitation, the following:

   i. Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
   ii. Breach of a duty to protect the security and confidentiality of personally identifiable nonpublic information (i.e.: medical, financial, or personal in nature in electronic and non-electronic form)
   iii. Privacy notification, forensic investigation, remediation, credit monitoring, and related incident response costs;
   iv. Regulatory defense and penalties to the extent insurable under applicable law;
   v. Website media liability; and,
   vi. Cyber theft of property, including but not limited to money and securities.

   If the policy is written on a claims-made basis, Contractor shall maintain such coverage for three (3) years following expiration or termination of the Agreement or, if the policy is cancelled or not renewed during that period, purchase extended reporting period coverage sufficient to provide coverage for the remainder of the three-year period.

   If, in SUNY's reasonable judgment, Contractor's performance under this Agreement involves the collection, storage, transmission, or processing of a substantial volume of personally identifiable information, protected health information, or other sensitive or confidential SUNY Data, SUNY may require additional evidence or endorsements reasonably satisfactory to SUNY demonstrating that the required cyber liability coverage provides protection for breach-response, notification, credit monitoring, forensic investigation, remediation, and other covered costs incurred by or on behalf of SUNY arising from a covered Security Incident.

   The coverage required under subsections (c) and (d) may be provided under a single policy or combination of policies, provided that all applicable coverage requirements and limits set forth in those subsections are satisfied.

e. **Workers Compensation, Disability Benefits, and Paid Family Leave:** In addition to the Workers' Compensation requirements set forth in Section 4 of Exhibit A, Contractor shall maintain any Disability Benefits and Paid Family Leave coverage required by applicable New York State law for the life of the Agreement. Evidence of all required coverage must be provided on forms specified by the Chair of the New York State Workers' Compensation Board.

f. **Owners and Contractors Protective (OCP) Liability**: If the Contractor is performing construction, major renovation, or other high-risk physical work, the Contractor shall provide an Owners and Contractors Protective (OCP) Liability Insurance policy that provides primary coverage with limits of at least [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT] per occurrence and [CAMPUS/SYSTEM TO INSERT MINIMUM LIMIT — NO DEFAULT] aggregate (or higher at SUNY's discretion). The policy must name the People of the State of New York, the State University of New York, and other entities authorized to utilize the Agreement, and their officers, agents, and employees, as the insured.

SUNY reserves the right to inspect any coverage and request copies of actual policies. Failure to maintain the required insurance may be deemed a material breach of this Agreement.

8. Data Privacy and Security Requirements:

For purposes of this Section, "SUNY Data" means all information and data of any kind, in any form or medium, that is provided or made available to Contractor by or on behalf of SUNY or a SUNY campus, or that Contractor collects, creates, receives, maintains, processes, or generates on behalf of SUNY in connection with the Services. As between SUNY and

Contractor, SUNY retains all right, title, and interest in and to SUNY Data, subject to any rights of third parties and applicable law. Contractor acquires no ownership interest in SUNY Data by virtue of this Agreement.

[Campus Agreement: The categories of SUNY Data applicable to this Agreement are further identified in Appendix 1, attached hereto and made a part hereof.] [System-Wide Agreement: The categories of SUNY Data applicable to each Campus are further identified in Appendix 1, which will be attached to the Exhibit H SUNY Institution Sample Order Form for each Campus and made a part thereof.]

When Contractor accesses, creates, receives, processes, maintains or transmits SUNY Data, Contractor expressly represents and warrants that Contractor will comply with the applicable requirements set forth below to safeguard SUNY Data:

a. **Data Privacy; General Requirements**

i. All SUNY Data shall be considered to be confidential and shall be treated as such by Contractor, and its employees, agents, volunteers, consultants, subcontractors, and sub-subcontractors of any level (collectively, "Authorized Representatives"). For purposes of this Section, references to Contractor shall be deemed to include Contractor's Authorized Representatives.

ii. Contractor will only use SUNY Data for the purpose of fulfilling Contractor's duties under the Agreement for the benefit of SUNY and will not share such data with, or disclose it to, any third party without the prior written consent of SUNY, except as required by the Agreement or as otherwise required by law. If Contractor is required by law or legal process to disclose any SUNY Data, it shall:

A. Provide SUNY with prompt written notice before making the disclosure, unless prohibited by law; and
B. Cooperate with SUNY's efforts to limit or prevent such disclosure, including seeking protective orders or similar remedies.

iii. *Artificial Intelligence ("AI") Terms*. To the extent Contractor provides, incorporates, uses, or makes available any AI System in connection with the Services, the following AI-specific terms shall apply. For purposes of this subsection iii, SUNY Data also includes prompts, queries, inputs, uploaded files, and outputs to the extent they incorporate, reflect, are derived from, or are generated in response to SUNY Data or SUNY-authorized use of the Services. For purposes of this subsection iii, SUNY Data does not include Contractor's pre-existing materials, software, models, intellectual property, or generalized technical or operational telemetry that does not contain SUNY content, does not identify SUNY or a SUNY campus, or any individual authorized by SUNY or a SUNY campus to access or use the Services, and does not permit reconstruction of SUNY Data.

A. *AI System Definition*. For purposes of this Agreement, an "AI System" generally means a system that uses artificial intelligence to generate content or to make or support predictions, recommendations, or decisions. More specifically, an "AI System" means a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments, and that uses machine- and human-based inputs to perceive real and virtual environments, abstract such perceptions into models through analysis in an automated manner, and to use model inference to formulate options for information or action.

AI System does not include software used only for basic computerized processes, such as anti-malware or anti-virus tools, auto-correct or spellcheck, calculators, databases, data storage, electronic communications, networking, spam or robocall filtering, spreadsheets, web caching, or web hosting, unless the software itself uses artificial intelligence to generate content or to make or support predictions, recommendations, or decisions affecting academic, employment, disciplinary, financial, health, safety, public safety or law enforcement, research, student services, or other comparable institutional outcomes.

B. *Limitations on the Use of SUNY Data*.
1 *Prohibited AI Development and Improvement Uses*. Contractor shall not use SUNY Data, including de-identified, anonymized, pseudonymized, masked, encrypted,

aggregated, derivative, or output data derived from SUNY Data, to train, re-train, fine-tune, benchmark, validate, improve, or otherwise develop any AI System, model, or related AI functionality, except with SUNY's prior written consent. Any such consent, if granted, may be subject to such conditions as SUNY may determine are necessary to comply with applicable current or future laws, rules, regulations, guidelines, policies, and procedures, to protect the privacy and security of SUNY Data, and to manage risk and promote accountability, safety, fairness, and equity. Execution of this Agreement shall not constitute such consent.

2 *Product Improvement and Generalized Feature Development*. Except as expressly authorized in writing by SUNY, Contractor shall not use SUNY Data to develop, improve, fine-tune, optimize, validate, or support any product, service, model, or feature that is not specifically provided to SUNY under this Agreement; provided, however, that Contractor may use generalized technical or operational telemetry that does not contain SUNY content, does not identify SUNY or a SUNY campus, or any individual authorized by SUNY or a SUNY campus to access or use the services under this Agreement, and does not permit reconstruction of SUNY Data for routine service, maintenance, support, monitoring, security, and performance management.

3 *Re-identification Prohibited*. To the extent any SUNY Data is provided to Contractor in de-identified, anonymized, pseudonymized, masked, or encrypted form, and except as expressly authorized or required by this Agreement, Contractor shall not re-identify, or attempt to re-identify, any SUNY Data, in whole or in part, by any means, including through any AI System, machine learning model, algorithm, computational model, statistical method, linkage analysis, or other software, technology, or manual process. This prohibition includes, without limitation, personal information protected by the New York State Privacy Protection Law, Article 6-A of the NYS Public Officers Law ("PPPL"), and education records or personally identifiable information ("PII") from education records protected by Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and 34 CFR Part 99 ("FERPA").

C. *Discrimination or Bias Controls*. Contractor shall not design, provide, configure, or use any AI System in connection with the services in a manner that Contractor knows, or reasonably should know, would result in discrimination or bias prohibited by applicable New York State or federal law, rule, or regulation, or applicable SUNY policy or procedure made available to Contractor. Contractor shall not be responsible for discriminatory or biased outcomes caused solely by SUNY's use of the AI System contrary to the Agreement, applicable documentation, intended use restrictions, or written instructions provided by Contractor and made available to SUNY.

Upon SUNY's request, Contractor shall provide documentation reasonably sufficient to SUNY to describe the AI functionality used in the services and any material controls, testing, mitigation measures, intended use restrictions, performance limitations, or known limitations relevant to the contracted use case, to the extent such documentation is available to Contractor. Contractor shall not be required to disclose source code, trade secrets, or proprietary training data except as otherwise expressly required by the Agreement or applicable law.

Contractor shall promptly notify SUNY if Contractor becomes aware of any material issue affecting the fairness, reliability, or intended use of any AI functionality used in connection with the services.

D. *Additional Terms*. SUNY reserves the right to require additional AI-specific terms, reviews, or controls where the services involve: (i) sensitive data; (ii) public-facing AI functionality; (iii) healthcare, clinical, or patient care decision support functionality; or (iv) AI functionality used to make, support, or materially influence decisions affecting students, employees, applicants, or other individuals.

E. *Automated Security Response Exception*. Notwithstanding anything to the contrary in this Section, nothing herein shall be construed to prohibit Contractor's use of preapproved automated security responses, including threat detection, blocking, containment, fraud prevention, abuse prevention, service monitoring, or system integrity measures, provided that such actions: (i) are implemented within documented and approved parameters; (ii)

are reasonably necessary to protect the confidentiality, integrity, availability, or security of the services or SUNY Data; (iii) are logged, monitorable, and subject to periodic review; and (iv) are not used as the sole basis for decisions affecting academic, employment, disciplinary, financial, health, public safety or law enforcement, research, student services, or other comparable institutional outcomes.

iv. Any use of SUNY Data for marketing or advertising purposes is strictly prohibited.

v. Contractor will ensure that Contractor and its Authorized Representatives, and any providers of services or technology solutions utilized by Contractor to fulfill Contractor's duties under this Agreement, shall comply with pertinent provisions, as may from time to time be amended, of this Agreement; applicable federal and New York State laws, rules and/or regulations; and the policies, procedures and other requirements of SUNY and/or the SUNY Board of Trustees, as applicable to the privacy, use and security of SUNY Data.

A. Contractor will provide access to SUNY Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations for the benefit of SUNY under the Agreement.

B. Contractor will ensure that its employees and other Authorized Representatives, and any providers of services or technology solutions utilized by Contractor to fulfill Contractor's obligations for the benefit of SUNY under this Agreement, are expressly informed of the limitations on access and use of SUNY Data, and have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.

C. Contractor will ensure that its employees and other Authorized Representatives, and any providers of services or technology solutions utilized by Contractor to fulfill Contractor's obligations for the benefit of SUNY under this Agreement, protect all SUNY Data with reasonable data security measures and procedures consistent with this Agreement, which shall include physical and/or technological access controls.

D. Contractor shall execute a written agreement with each of its subcontractors and shall require all subcontractors to execute with their sub-subcontractors (at any level) a written agreement which shall bind each to the terms and provisions of this Agreement, insofar as such terms and provisions are applicable to the work to be performed by such subcontractors or sub-subcontractors (at any level). Contractor shall require all subcontractors and sub-subcontractors (at any level) to promptly file with SUNY upon request a copy of such agreements, from which the price and terms of payment may be deleted.

vi. **Location and Use of Data:** SUNY Data will not be stored, processed, backed up, acted upon, archived or otherwise retained on systems physically located outside the United States without prior written consent from SUNY and execution of this Agreement is not considered prior written consent. For purposes of this Agreement, "stored" includes, but shall not be limited to, any form of housing, retention, or persistent caching of data.

vii. **DOJ Data Security Program (DSP) (28 C.F.R. Part 202):** To the extent applicable, Contractor shall not engage in any data "transfer" or other "transaction" constituting a "covered data transaction" that allows "access" by a "country of concern" or "covered person" to "bulk U.S. sensitive personal data" or U.S. "government-related data," as defined by the U.S. Department of Justice's Final Rule implementing Executive Order 14117, codified at 28 C.F.R. Part 202, as it may be amended from time to time. In compliance therewith, Contractor shall not transmit to or otherwise store SUNY Data with any prohibited party and must implement and maintain all security requirements applicable to Contractor under 28 C.F.R. Part 202, including applicable CISA security requirements. For avoidance of doubt: (A) Contractor shall not engage in any "restricted transaction" subject to Subpart D of 28 C.F.R. Part 202 without the prior written consent of SUNY pursuant to a written agreement signed by the Parties; (B) execution of this Agreement shall not constitute such consent; and (C) no consent or authorization by SUNY shall authorize any transaction prohibited by applicable law.

viii. **FERPA Compliance:** In addition to any other privacy and/or confidentiality obligations herein, Contractor agrees that any disclosure by SUNY of education records and/or student PII from education records is subject to applicable law including FERPA and any implementing regulations (20 U.S.C. § 1232g; 34 CFR Part 99). With respect to any such disclosure, Contractor agrees: (A) that Contractor's use of education records and/or PII from education records will be limited to those purposes expressly authorized in this

Agreement; (B) that Contractor will abide by the limitations on re-disclosure of education records and/or PII from education records as set forth in FERPA; and (C) to the extent SUNY relies upon the "school official" exception under 34 C.F.R. § 99.31(a)(1)(i)(B), Contractor will perform an institutional service or function for which SUNY would otherwise use employees, will remain under SUNY's direct control with respect to the use and maintenance of education records and PII from education records, will comply with the requirements of 34 C.F.R. § 99.33 governing use and redisclosure, and will satisfy SUNY's applicable criteria for school officials with legitimate educational interests as stated in SUNY's annual FERPA notice. Education records and/or PII from education records have the meanings provided by FERPA and its implementing regulations. Nothing in this subsection limits the treatment of other student-related information as SUNY Data under this Agreement. This obligation shall survive termination of this Agreement.

ix. **European Union ("EU") General Data Protection Regulation ("GDPR") and Other International Data Privacy and Security Laws and Regulations:** Unless otherwise agreed in writing by both Parties, Contractor, as well as any subcontractors Contractor may engage (at any level) to perform any of Contractor's obligations under the Agreement, shall comply with all obligations applicable to Contractor's performance under the EU GDPR 2016/679 and the European Artificial Intelligence Act (Regulation (EU) 2024/1689), if applicable, and any other international data privacy and security laws and regulations that may be applicable to the proposed solution, if any (e.g. China Personal Information Protection Law or "PIPL"). Nothing in this provision shall be construed to transfer to Contractor any statutory obligation independently imposed on SUNY.

x. **Gramm-Leach-Bliley Act:** Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314) ("GLBA"), and to the extent Contractor is independently a financial institution subject to the Safeguards Rule, Contractor shall comply with the requirements applicable to it under the Safeguards Rule. To the extent Contractor is a service provider to SUNY with respect to "customer information," as defined in 16 C.F.R. § 314.2, Contractor shall implement and maintain safeguards appropriate to the customer information at issue and shall provide such information, documentation, and cooperation as SUNY may reasonably request to permit SUNY to satisfy its service-provider oversight and periodic assessment obligations under 16 C.F.R. § 314.4(f). Examples may include, but are not limited to, name, address, phone number, Social Security Number, bank/credit account information, and student ID numbers.

xi. **HIPAA:** Contractor will comply with all personal health information protection requirements, if applicable, of the United States Department of Health and Human Services, Standards for Privacy of Individually Identifiable Health Information, promulgated pursuant to the administrative simplification provisions of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as set forth in 45 C.F.R. Subtitle A, Subchapter 3, Parts 160 and 164 (as now or hereafter amended or superseded), and shall complete the HIPAA Business Associate Agreement if so required.

xii. **NYS Personal Privacy Protection Law:** Contractor will comply with applicable provisions of the New York State Privacy Protection Law (NY Public Officers Law §§91-99) and the University's implementing regulations under 8 NYCRR § 315. See *SUNY Other Requirement 6603 Compliance with Personal Privacy Protection Law*: https://www.suny.edu/sunypp/documents.cfm?doc_id=539.

b. **Mandatory Data Security Requirements**

Contractor agrees at all times to maintain a documented information security program that is appropriate to the nature of the Services and the sensitivity of SUNY Data and that is aligned with recognized industry standards. Recognized industry standards may include, as applicable, recognized frameworks such as CIS Controls, NIST Cybersecurity Framework, ISO/IEC 27001, and PCI DSS.

Such program shall include administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of SUNY Data, including, at a minimum, security monitoring, a documented vulnerability management process with risk-based timelines for vulnerability remediation, access controls based upon least privilege and role-based access principles appropriate to the Services provided, network security controls, threat detection, and protection against denial-of-service attacks. Contractor shall maintain consistent security controls across all supported access methods, including web, mobile, application programming interfaces (APIs), and network-based access. Contractor shall encrypt SUNY Data in transit using industry-standard cryptographic protocols and at rest using industry-standard encryption technologies appropriate to the sensitivity of the data. Contractor shall require multifactor

authentication for privileged accounts and for remote administrative access to systems processing or storing SUNY Data.

Contractor shall perform regular (at least annually) third-party security assessments, and shall provide evidence of such assessments upon SUNY's reasonable request.

Contractor shall maintain documented information security policies and procedures appropriate to the Services provided, including governance, risk management, vulnerability management, incident response, business continuity, and data protection. Such documentation shall be reviewed periodically and updated as necessary. Contractor shall make such documentation available to SUNY upon reasonable request.

Contractor shall maintain a documented incident response capability designed to detect, respond to, contain, investigate, and remediate information security incidents. In the event of an actual or suspected unauthorized access to, disclosure of, or loss of SUNY Data, Contractor shall: (i) promptly take reasonable measures to contain the incident; (ii) preserve relevant evidence and support forensic investigation activities; (iii) investigate the nature, scope, and impact of the incident; and (iv) if a breach is identified, comply with the notification and response requirements set forth in Section 8(c)(i).

Contractor shall maintain a secure software development lifecycle (SSDLC) appropriate to the Services provided. Such processes shall include security testing and review of application code, software dependencies, infrastructure, and deployed environments using automated and/or manual methods appropriate to the technology and risks presented.

Contractor shall remain responsible for the compliance of subcontractors, cloud providers, and other third parties that store, process, transmit, or access SUNY Data on Contractor's behalf.

Contractor agrees to provide evidence of compliance with these requirements before this Agreement becomes effective and at any other time upon reasonable request of SUNY. The following report(s) and/or certification(s) shall be prepared by Contractor and made available to SUNY:

1. A current Higher Education Community Vendor Assessment Tool (HECVAT) or equivalent self-attestation report acceptable to SUNY (e.g., CAIQ).

2. One of the following:

    a. A completed up-to-date SOC 2 Type 2 report pursuant to Statement on Standards for Attestation Engagements (SSAE) 18, and issued by an independent third-party auditor, that includes the Security, Availability, Confidentiality, and Privacy of all SUNY Data and the technology solution comprising the Services provided by Contractor to SUNY pursuant to this Agreement.
    b. An up-to-date ISO (the International Organization for Standardization) and IEC (the International Electrotechnical Commission) certification from an accredited body, prepared pursuant to *ISO/IEC 27001:2022 Information security, cybersecurity and privacy protection — Information security management systems — Requirements*, and accompanied by the Statement of Applicability (SoA) showing which controls are in scope, and covering all people, systems, and locations involved in delivering the product and/or services to SUNY.

3. Contractor shall notify SUNY of any material reduction in security controls, lapse of a required certification, or significant security finding that materially affects the Services provided to SUNY.

c. **Other Mandatory Information Security and Service Requirements**

    i. **Compliance With Breach Notification and Data Security Laws:** In addition to the requirements of Section 22 of Exhibit A, Contractor shall comply with all other applicable federal and New York State laws, rules, and regulations governing the collection, use, security, or disclosure of personally identifiable information, sensitive data, or SUNY Data, including FERPA and GLBA to the extent applicable.

    The Contractor shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of any private information as defined by applicable New York State law and other SUNY Data to which it has access in connection with the performance of this Agreement.

In the event that the Contractor becomes aware of or reasonably suspects any actual or suspected unauthorized acquisition, access, use, or disclosure of SUNY Data ("Security Incident"), the Contractor shall notify SUNY in writing without unreasonable delay, and in no event later than two (2) business days after discovery of the Security Incident, and cooperate with SUNY's response efforts by providing relevant information and personnel as reasonably requested. Where a Security Incident involves Federal Student Aid, Title IV, SAIG, or other information subject to a shorter federal reporting period applicable to SUNY, Contractor shall notify SUNY sufficiently promptly to permit SUNY to satisfy the applicable reporting requirement, and in no event later than twenty-four (24) hours after discovery of the Security Incident.

SUNY shall determine the content, method, and recipients of any notifications to affected individuals or governmental authorities for which SUNY is responsible, except where applicable law requires Contractor to issue such notification directly.

If the Security Incident is caused by the negligent or willful acts or omissions of the Contractor or its officers, employees, agents, consultants, or subcontractors (at any tier), the Contractor shall be responsible for all reasonable costs and expenses incurred by SUNY in connection with the Security Incident, including investigation, remediation, notification, and credit monitoring services, if applicable.

ii. **Service Level Requirements:** Contractor will ensure availability of the Services in accordance with the provisions of the Agreement and, if applicable, **Exhibit E: Service Level Agreement**, attached hereto and made a part hereof.

iii. **Disaster Recovery:** Contractor shall maintain disaster recovery services at the dedicated facility that is able to handle SUNY Data and business continuity needs under the Agreement in the event disaster recovery is needed. Throughout the term of the Agreement, Contractor shall maintain contracts or arrangements that are substantially equivalent or an improvement to those currently in effect. Contractor shall test disaster recovery capabilities at least once every calendar year and provide SUNY with a copy of its disaster recovery plan, or equivalent, upon request.

iv. **Business Continuity:** Contractor at all times must have a business continuity plan in place designed to minimize the risks associated with a disaster or similar incident impacting Contractor's ability to provide Services under the Agreement.

v. **Data Portability:** At SUNY's direction, Contractor shall take all steps and actions that are necessary and reasonable to facilitate and complete the orderly, efficient, expedient, and professional transfer of SUNY Data, in whole or in part, to SUNY, a SUNY Institution, or third-party designated by SUNY. Such transfer shall occur during the Term and/or upon expiration or termination of the Agreement and shall be completed in the format and on the media specified by SUNY. All costs related to such transfer services shall be at no additional expense to SUNY.

vi. **Destruction of SUNY Data:**

A. **Timing and Method of Destruction:** Upon the expiration or termination of the Agreement and following completion of the transfer obligations under Section 8(c)(v), Contractor shall, unless otherwise directed in writing by SUNY, complete the destruction of all SUNY Data in its possession or control, except as expressly permitted under subsections B and D below, no later than thirty (30) calendar days after such expiration, termination, or direction. Destruction shall apply to all forms and media of SUNY Data, including written, electronic, or other formats, and shall include physical and electronic copies, partial files, notes, derivative materials, and working files.

B. Contractor shall remove all SUNY Data from active production systems within thirty (30) calendar days following expiration, termination, or direction from SUNY. SUNY Data maintained solely within backup, archival, disaster recovery, or immutable recovery systems may be retained thereafter only in accordance with Contractor's documented retention schedules and security controls, provided such retention is limited to the minimum period reasonably necessary for business continuity, legal, regulatory, or operational

purposes and in no event exceeds one hundred eighty (180) calendar days unless otherwise required by law. During any such retention period, Contractor shall continue to protect SUNY Data in accordance with the requirements of this Agreement and shall not use or access such data except as necessary to maintain backup, recovery, or legal compliance functions.

C. All destruction shall be performed in accordance with the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization, Special Publication 800-88 Revision 2 (September 2025), as now or hereafter amended or superseded (NIST SP 800-88). Contractor shall provide SUNY with a signed and dated Certificate of Sanitization in a format substantially similar to Appendix C of NIST SP 800-88 documenting the sanitization performed within ten (10) business days following the completion of such destruction. For data retained solely in backup, archival, disaster recovery, or immutable recovery systems pursuant to this Section, Contractor may provide a written certification describing the applicable retention schedule and the date by which destruction will occur in accordance with this Agreement.

D. **Retention of Required Records:** Notwithstanding Section 8(c)(vi)(A), Contractor may retain only the minimum amount of administrative records necessary to demonstrate compliance with the Agreement, and only for the period required under Section 10 of Exhibit A (SUNY Standard Contract Clauses). Contractor shall complete destruction of such Records no later than thirty (30) calendar days after the end of the required retention period. Destruction shall be carried out in accordance with NIST SP 800-88, and Contractor shall provide SUNY with a signed and dated Certificate of Sanitization, in a format substantially similar to Appendix C of NIST SP 800-88, within ten (10) business days following the completion of destruction. Except as expressly permitted under this Section, Contractor shall not retain any SUNY Data or Records following expiration or termination of the Agreement without prior written authorization from a duly authorized SUNY representative.

E. **Survival:** The obligations set forth in Section 8(c)(v) and Section 8(c)(vi) shall survive the expiration or termination of the Agreement for so long as Contractor retains any SUNY Data or records in any form or media.

9. **Diesel Emissions Reduction Act of 2006 (the "Act"):** If Contractor operates any diesel powered heavy duty vehicle(s) pursuant to the Agreement, Contractor certifies and warrants that all such heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) Section 19-0323, will comply with the specifications and provisions of ECL Section 19-0323 and any regulations promulgated pursuant thereto, including but not limited to, 6 NYCRR Part 248, which requires the use of best available retrofit technology and ultra-low sulfur fuel. If needed, qualification for a waiver will be Contractor's responsibility. If applicable, annually, no later than November 1 (or such other date as may be prescribed by DEC), Contractor shall complete and submit to SUNY the Vehicle Inventory Form and Annual Report Form required by 6 NYCRR Part 248 for the preceding October 1 through September 30 reporting period, together with any other information or documentation required by DEC or SUNY. SUNY reserves the right to require Contractor to periodically certify compliance with the provisions of ECL Section 19-0323.

10. **Dispute Resolution:** At SUNY's sole option, the Parties shall attempt in good faith to resolve any dispute arising under this Agreement through informal discussions. If the Parties are unable to resolve the dispute within thirty (30) calendar days of written notice of the dispute, either Party may pursue available legal or equitable remedies.

11. **Electronic and Information Technology ("EIT") Accessibility:**

a. SUNY is committed to providing an accessible, usable, and integrated experience for all its students, staff and community. Electronic and information technology ("EIT") consists of information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information that will be deployed in connection with such technology, equipment or systems. Further, EIT includes, but is not limited to, telecommunications products, information kiosks and transaction machines, Internet and Intranet websites, web-delivered content (including without limitation word processing, spreadsheet, presentation files, and PDF files), software, mobile applications, electronic books and electronic book reading systems, search engines and databases, multimedia, classroom technology, and office equipment.

b. Contractor warrants that all EIT and the technology solution comprising the Services shall conform to all current and future applicable state and/or federal accessibility laws, rules, regulations, and/or standards, and/or the policies of the State of New York and/or the SUNY Board of Trustees, including but not limited to the following:

i. New York State Executive Law § 170-f, requiring that every contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a state contract shall conform any website provided by such contractor, subcontractor, vendor, consultant, or other person in relation to and for the provision of such services to the most current version of the Web Content Accessibility Guidelines ("WCAG") adopted by the World Wide Web Consortium for accessibility, or successor standards (currently WCAG 2.2, released October 05, 2023);

ii. Title 28, Code of Federal Regulations, Part 35 (28 C.F.R. Part 35), Subpart H Web and Mobile Accessibility, §§ 35.200 – 35.209, Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities, as now or hereafter amended, addressing, among other things, web content and mobile app accessibility, and currently requiring conformance with WCAG 2.1 AA as the applicable technical standard (regulations effective June 24, 2024) (regulatory compliance date April 26, 2027);

iii. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194 (36 C.F.R. Part 1194), as now or hereafter amended; and

iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and its implementing regulations set forth at Title 45, Code of Federal Regulations, Part 84 (45 C.F.R. Part 84), as now or hereafter amended, addressing, among other things, requirements related to providing accessible web content, mobile applications, and kiosks (regulations effective July 8, 2024) (regulatory compliance date May 11, 2027).

c. Contractor shall provide evidence of compliance with the accessibility requirements set forth above before this Agreement becomes effective, and at any other time during the Term of such Agreement upon reasonable request of SUNY, in accordance with the following:

i. **Contractor Accessibility Conformance Report (ACR):** Contractor shall provide SUNY an Accessibility Conformance Report completed utilizing the Voluntary Product Accessibility Template (VPAT), VPAT 2.5Rev WCAG (April 2025), or a later version acceptable to SUNY, and, to the extent applicable, the corresponding Section 508 edition (in a Microsoft Word file in an accessible format), found at Information Technology Industry Council website, or equivalent.

A. The ACR must correspond to the current version of the EIT and the technology solution comprising the Services.

B. If the ACR detailed above was not completed by an independent third party, a comprehensive accessibility evaluation from an objective, independent, third party verifying the claims made on the product ACR (VPAT 2.5Rev, or later applicable version), or equivalent, is required. Contractor may use a third-party accessibility evaluation service of their choice. SUNY reserves the right to determine that such third-party accessibility evaluation services is equivalent or better.

ii. **Product Accessibility Roadmap:** If any accessibility gaps are identified in the ACR, Contractor shall complete and submit Exhibit D, Product Accessibility Roadmap, in accordance with its terms.

d. In the event EIT and/or the technology solution comprising the Services provided pursuant to this Agreement do not fully conform to the standards set forth above at any time during the Term of this Agreement, Contractor shall promptly advise SUNY in writing of the non-conformance and provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline for remediation. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services as specified in this Agreement.

Contractor's Designated Accessibility Contact: [please provide name, title, email address and direct phone number]

e. **Contractor Continuing Accessibility Commitment**

i. SUNY recognizes that producing accessible technology products may require SUNY to provide reasonable accommodations to users during time periods where the Contractor is addressing identified issues. In an effort to responsibly serve needs, manage this process, and associated costs, SUNY has developed the following Continuing Accessibility Commitment:

ii. Contractor will use commercially reasonable efforts to ensure Contractor's EIT and/or the technology solution comprising the Services remain accessible during the term of this Agreement as required by: applicable federal and/or state laws, rules, regulations, policies, and/or standards, as each may be amended and supplemented; and terms and conditions of this Agreement (as amended and supplemented) (collectively, the "Continuing Accessibility Commitment").

iii. In the event that SUNY shall reasonably determine that the Contractor's EIT and/or the technology solution comprising the Services are not accessible, SUNY shall provide written notice via electronic mail to the Contractor's designated accessibility contact, as listed in the Agreement (or such alternative contact as the Contractor may designate pursuant to the notice provision in the Agreement), with a written description of the issue or problem. The Contractor agrees to notify SUNY promptly of any factor, occurrence, or event coming to its attention that may affect the Contractor's ability to meet the Continuing Accessibility Commitment, or that is likely to cause any material interruption in the accessibility of the Contractor's EIT and/or the technology solution comprising the Services.

iv. **SUNY Remedy:** Contractor will use commercially reasonable efforts to promptly respond and correct any material problems in the Contractor's EIT and/or the technology solution comprising the Services, including any failure to satisfy the Continuing Accessibility Commitment. In the event that the Contractor fails to satisfy the Continuing Accessibility Commitment for a period of time greater than 7 calendar days following receipt of electronic mail notification from SUNY to Contractor's designated accessibility contact (or such longer period as the Parties may agree to in writing following said notification process), SUNY shall receive an Accessibility Service Credit equal to the following: a percentage of the monthly fees for the Contractor's EIT and/or the technology solution comprising the Services, or alternatively, a pro-rata portion of the fees for the Contractor's EIT and the technology solution comprising the Services, if paid on an annual or other basis (the Fees), for the stated Accessibility Noncompliance time period listed below:

Accessibility Noncompliance (Calendar Days)	Accessibility Service Credit (From Fees)
1-7	0%
8–45	25%
46-90	50%
91-180	75%
181 or more	100%

v. In no event will the Accessibility Service Credit exceed the Fees paid by SUNY for the Contractor's EIT and the technology solution comprising the Services. In the event that the accessibility issue(s) are not resolved to SUNY's satisfaction within 365+ calendar days, SUNY shall have the right to terminate the Agreement and receive a pro-rata refund of any prepaid Fees for the remaining Term, if any.

f. Failure to comply with these accessibility standards shall constitute a breach of the Agreement. Contractor agrees to indemnify and hold harmless SUNY from any claims arising out of its failure to comply with the foregoing accessibility standards.

12. **Electronic Payment Authorization:** Contractor shall submit complete and accurate invoices to SUNY to receive payment for Services under this Agreement. All invoices must include the information and supporting documentation required by SUNY and the New York State Office of the State Comptroller (OSC).

    Except as otherwise authorized in writing by the [Vice Chancellor for Business and Finance of the State University of New York] (or their designee), payment shall be made electronically in accordance with ordinary State procedures and practices. Contractor shall comply with OSC's procedures to authorize electronic payments and shall enroll and maintain accurate payment information through the New York State Statewide Financial System ("SFS") Vendor Portal. OSC's electronic payment procedures are available at: https://www.osc.ny.gov/state-vendors.

    Contractor acknowledges that it will not receive payment on any invoices submitted under this Agreement if it does not comply with OSC's electronic payment procedures, except where [the Vice Chancellor] or designee has expressly authorized payment by paper check as set forth above.

13. **FOIL:** Contractor acknowledges that this Agreement is subject to the New York State Freedom of Information Law ("FOIL"), as codified in Article 6 of the New York State Public Officers Law. Contractor acknowledges that information submitted to SUNY in connection with this Agreement may be subject to public disclosure in response to a FOIL request. Contractor further acknowledges that SUNY may withhold records or portions thereof to the extent permitted by FOIL, including records that constitute trade secrets or are submitted to SUNY by a commercial enterprise, or derived from information obtained from a commercial enterprise, and which, if disclosed, would cause substantial injury to the competitive position of the subject enterprise, as provided in Public Officers Law § 87(2)(d).

    In the event that SUNY receives a FOIL request for records identified by the Contractor as potentially exempt under § 87(2)(d), SUNY will, where practicable and as a courtesy to Contractor, notify the Contractor and provide an opportunity to respond prior to release. Nothing in this provision alters SUNY's obligations under FOIL or requires SUNY to delay disclosure beyond the time permitted by law. SUNY shall determine whether an exemption applies, subject to any rights Contractor may have under applicable law.

14. **Independent Contractor:** Contractor and its employees, agents, subcontractors, and any persons acting on its behalf shall perform all work under this Agreement as independent contractors and not as employees, agents, or representatives of SUNY. Contractor shall have no authority to act for or bind SUNY in any respect. Nothing in this Agreement shall be interpreted as creating an employer–employee relationship between SUNY and Contractor or its personnel. Contractor acknowledges that neither it nor its personnel are entitled to any benefits provided by SUNY to its employees, including, but not limited to, workers' compensation, unemployment insurance, health insurance, retirement benefits, or paid leave. Contractor shall be solely responsible for the payment of all wages, benefits, and taxes, including applicable income tax, Social Security, and Medicare, arising from compensation paid to its personnel.

15. **Force Majeure:**
    Neither Contractor, SUNY, nor the State of New York shall be liable for any failure or delay in performance of its obligations under this Agreement (excluding payment obligations) if such failure or delay arises out of or results from causes beyond the reasonable control of the affected Party, including but not limited to: acts of God; flood, fire, earthquake, storm, or other natural disaster; war (declared or undeclared); acts or threats of terrorism; riot or civil unrest; embargo; government order or law; national or regional emergency; labor strike or other labor disturbance not caused by or involving the affected Party; epidemic or pandemic; failure or delay of third parties or utilities; or other similar events beyond the reasonable control of the affected Party, provided that: (i) the affected Party provides written notice to the other Party as soon as reasonably practicable after the commencement of the force majeure event, stating the nature of the event, its anticipated duration, and the steps being taken to mitigate its effects; (ii) the affected Party makes reasonable efforts to continue performance and to mitigate the effects of the delay or nonperformance; and (iii) obligations of the affected Party shall be suspended only for the duration of the force majeure event.

    If the force majeure event continues for more than ninety (90) calendar days, either Party may terminate the affected portion of the Agreement by providing written notice to the other Party. Termination under this clause shall not relieve SUNY of its obligation to pay for Services satisfactorily performed and accepted prior to the force majeure event.

    This clause does not relieve either Party of the duty to implement and follow its own disaster recovery or business continuity procedures. It also does not excuse SUNY's obligation to compensate Contractor for any approved Services that were rendered prior to or during the force majeure event to the extent such Services were performed and accepted.

16. Liability and Indemnification:

a. The Contractor shall be fully responsible for all acts and omissions of its officers, employees, agents, volunteers, consultants, subcontractors at any tier, and licensors. The Contractor shall indemnify, defend, and hold harmless the State University of New York ("SUNY"), the State of New York, and their officers, agents, and employees from and against any and all claims, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising from or relating to personal injury (including death); damage to real or tangible personal property, including information systems, software, or data; infringement or misappropriation of any third-party intellectual property rights; or any other act or omission of the Contractor or its personnel in connection with this Agreement. This obligation shall not apply to the extent that any such claim arises from the negligent act or omission or willful misconduct of SUNY.

In the event of a third-party claim that may give rise to indemnification under this Section, SUNY shall provide the Contractor:

i. Prompt written notice of the claim;
ii. The opportunity to assume the defense and settlement of the claim at the Contractor's sole expense, provided that the Contractor shall not settle any such claim without SUNY's prior written consent if the settlement imposes any obligation or liability on SUNY or restricts SUNY's rights to use any deliverables; and
iii. Upon request, reasonable cooperation in the defense of the claim at the Contractor's expense.

Notwithstanding the foregoing, the State of New York reserves the right to join such action, claim, suit or proceeding at its sole expense, if it determines there is an issue involving a significant public interest.

b. Except as otherwise provided in this Agreement, including but not limited to the indemnification obligations under this Section, neither party shall be liable to the other for any consequential, incidental, indirect, or special damages, including lost profits or loss of use, arising from or related to the performance of this Agreement, regardless of the theory of liability asserted.

17. Office of Federal Contract Compliance Programs: This Section applies to the extent this Agreement is subject to 41 C.F.R. Part 60-300 and/or Part 60-741 because SUNY is acting as a covered federal contractor or subcontractor.

To the extent 41 C.F.R. § 60-300.5(a) and/or § 60-741.5(a) applies:

"This contractor and subcontractor shall abide by the requirements of 41 CFR 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. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to disability or veteran status."

When this Section applies, the Contractor shall include the applicable provision or provisions in all covered subcontracts and purchase orders and shall comply with all applicable federal posting, notice, and recordkeeping requirements.

18. Safety and Health Compliance: The Contractor shall, at its sole cost and expense, comply with all applicable federal, state, and local health and safety laws, rules, and regulations, including without limitation those administered or enforced by the United States Department of Labor, Occupational Safety and Health Administration (OSHA). If Contractor performs work on SUNY-owned or SUNY-controlled premises, or in proximity to SUNY employees, it shall also comply with:

- All applicable SUNY site-specific safety policies, procedures, requirements, and instructions, including those adopted or maintained by SUNY in connection with its obligations under the New York State Public Employee Safety and Health Act (PESH) and applicable regulations, as communicated to Contractor; and
- New York Labor Law §§ 200, 240, and 241, to the extent applicable to the work performed under the Agreement.

The Contractor shall take all necessary precautions to prevent injury to persons or damage to property in connection with the performance of this Agreement. SUNY shall have the right to require the removal and replacement of any Contractor personnel who fail to comply with applicable safety requirements. SUNY reserves the right to inspect the Contractor's worksite for compliance with safety requirements and to suspend work, at no cost to SUNY, in the event of a material safety violation.

19. **Extension of Use; Piggybacking:** By entering into this Agreement, Contractor agrees that the pricing, terms, and conditions of this Agreement may be made available for use by SUNY community colleges and other SUNY-affiliated or related entities approved by SUNY, in each case to the extent such entity is legally authorized to utilize the Agreement and subject to its own applicable procurement requirements, policies, and approvals. Each such entity shall contract directly with Contractor and shall be solely responsible for its obligations and payments arising from its use of the Agreement.

    This Agreement may also be made available for use by other governmental entities to the extent such entities have independent legal authority to utilize the Agreement and subject to all conditions, limitations, and approvals required by applicable law. A New York State agency seeking to use this Agreement pursuant to State Finance Law § 163(10)(e) shall be responsible for obtaining prior approval from the New York State Office of General Services and all other approvals required by law, including approval by the Office of the Attorney General and Office of the State Comptroller where applicable. A political subdivision or district seeking to use this Agreement pursuant to applicable law, including, as applicable, General Municipal Law §§ 103(16) and 104, shall be responsible for determining that its proposed procurement satisfies the requirements of the applicable statutory authority and all other applicable procurement requirements.

    Any use of this Agreement by an entity other than SUNY shall be limited to commodities or services within the scope of this Agreement and shall be subject to the pricing, terms, and conditions of this Agreement, except to the extent otherwise permitted by applicable law and agreed to by Contractor and the purchasing entity.

    Nothing in this Section shall make SUNY responsible or liable for the obligations, acts, omissions, or payments of any entity other than SUNY arising from or relating to such entity's use of this Agreement.

    Nothing in this Section shall be construed to confer procurement authority upon any entity or to authorize use of this Agreement for a public works contract, public works project, or other procurement where such use is not permitted by applicable law.

    SUNY reserves the right to negotiate additional discounts based on any increased volume resulting from use of the Agreement by other governmental entities.

20. **Public Announcements:** Contractor shall not issue any public statement, press release, marketing material, or other announcement relating to this Agreement or the work performed hereunder without SUNY's prior written approval except to the extent disclosure is required by applicable law, regulation, court order, or securities-exchange requirement, provided that Contractor gives SUNY prior notice to the extent legally permitted. Requests for approval must be submitted in writing to SUNY's designated representative. SUNY may withhold such approval in its sole discretion.

21. **Ethics Compliance:** Contractor and its officers, employees, agents, and subcontractors shall comply with the applicable requirements of New York Public Officers Law §§ 73 and 74, and other applicable State codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. Contractor shall not assign any current or former State officer or employee to perform Services in a manner that would violate applicable restrictions under Public Officers Law §§ 73 or 74, including the post-employment restrictions set forth in Public Officers Law § 73(8).

    Failure to comply with this Section may result in termination of the Agreement and/or other remedies or proceedings as provided by law or this Agreement.

22. **Rights in Deliverables**: "Deliverables" means any materials, work product, or other items created specifically for SUNY under this Agreement that are identified as deliverables in the applicable Statement of Work or similar document and delivered to SUNY. Subject to Contractor's receipt of payment of the applicable fees for such Deliverables, Contractor hereby assigns to SUNY all right, title, and interest in and to the Deliverables. To the extent permitted by applicable law, the Deliverables shall be deemed "works made for hire" under United States copyright law. To the extent any Deliverable (or portion thereof) is not deemed a work made for hire, Contractor hereby irrevocably assigns to SUNY all intellectual property rights in such Deliverable (or portion thereof), effective upon creation and subject to payment as described above, and agrees to execute any documents reasonably requested by SUNY to evidence or confirm such assignment.

    This assignment does not extend to Contractor's pre-existing proprietary tools, software, templates, methodologies, or general-purpose know-how, or any enhancements or updates thereto (collectively, "Contractor Materials"), all of which

shall remain the sole property of Contractor, nor does it extend to any third-party materials or components (collectively, "Third-Party Materials"), whether or not embedded in the Deliverables. To the extent any Deliverable includes Contractor Materials or Third-Party Materials, and solely to the extent Contractor has the right to grant such rights, Contractor grants to SUNY a non-exclusive, royalty-free, irrevocable, worldwide license (with the right to authorize others acting on SUNY's behalf) to use, execute, reproduce, and modify those elements solely for SUNY's internal business purposes, including use by SUNY, other SUNY Institutions, and SUNY's external advisors, regulators, and oversight bodies in connection with SUNY's operations, compliance, and legal matters and with SUNY's use, maintenance, and support of the Deliverables.

Notwithstanding anything to the contrary in this Agreement, Contractor retains all rights in its underlying knowledge, experience, and know-how, including processes, concepts, and techniques used or developed in connection with the Services, provided that such retention of rights does not limit SUNY's rights in the Deliverables as set forth above. Nothing in this Section is intended to waive attorney-client privilege, work product protection, or any applicable ethical obligation, or to limit SUNY's ability to share Deliverables with its legal counsel or oversight bodies in connection with SUNY matters.

23. Severability and Enforceability: If any provision of this Agreement is found to be illegal, invalid, or unenforceable, that provision shall be deemed severed from the Agreement and shall not affect the validity or enforceability of the remaining provisions, unless the invalid provision is essential to the overall purpose of the Agreement.

If a court or tribunal determines that the illegal or invalid provision prevents the accomplishment of the Agreement's objectives, the matter shall be treated as a dispute subject to resolution under this Agreement. In such event, the Parties shall promptly begin good faith negotiations to amend the Agreement as necessary to achieve its intended purpose, to the extent permitted by law.

If the parties are unable to agree on an amendment within thirty (30) days of commencing negotiations—or such longer period as SUNY may approve in writing—SUNY, in its sole discretion, may either (i) terminate the Agreement without further obligation or liability, except for payment for Services properly rendered before the termination date, or (ii) direct that the Agreement continue in effect without the severed provision.

24. Downstream Prohibition

a. If Contractor, or subcontractor(s) proposed by Contractor at any level, participated in the development of the solicitation (e.g., specifications, establishing a base for other applications, or otherwise gaining information that would give the Contractor an unfair advantage), they may be precluded from participating in the resulting procurement where required by State Finance Law § 163-a or other applicable law, or where SUNY determines that such participation would create an organizational conflict of interest, an unfair competitive advantage, or otherwise impair the integrity of the procurement process. For technology procurements, State Finance Law § 163-a shall apply in accordance with its terms, including any statutory exceptions or authorized waiver. Contractor hereby certifies that, to the best of its knowledge, no such downstream prohibition or disqualifying conduct exists with respect to Contractor or any subcontractor proposed by Contractor (at any level). It is in the interest of SUNY and Contractor for Contractor to continuously review these issues and raise any question(s) to SUNY promptly.

b. Any and all work that may be awarded to a successful Contractor (or subcontractor(s) at any level proposed by the Contractor) pursuant to this Agreement that involves developing specifications, establishing a base for other applications, or otherwise gaining information that would give a business an unfair advantage in a future procurement, may result in Contractor or such subcontractor being precluded from participating in the future procurement to the extent required by applicable law or determined necessary by SUNY to address an organizational conflict of interest, unfair competitive advantage, or other procurement-integrity concern. In technology procurements, the requirements, exceptions, and waiver provisions of State Finance Law § 163-a shall apply in accordance with their terms.

25. Subcontractors, Partners, Joint Ventures and other Third-Party Participants ("Subcontractor"):

a. Prior to commencing services, the Contractor shall submit a statement to SUNY describing the portion of the work and materials which subcontractors are to perform and must furnish any other information to document that such subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the

work in accordance with the terms and provisions of the Agreement. If SUNY finds that the subcontractors are qualified, it will so notify the Contractor within ten (10) business days following receipt of Contractor's written statement described above. If SUNY determines that a subcontractor is not qualified, it will so notify the Contractor. The Contractor must, within ten (10) business days thereafter, submit a written statement as described above with respect to other proposed subcontractors, unless the Contractor decides to do such work itself and in SUNY's opinion is qualified to do such work.

b. SUNY's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under the Agreement. The Contractor shall be solely responsible to SUNY for the acts, omissions or defaults of such subcontractors and of such subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. No provisions of the awarded contract shall create or be construed as creating any contractual relation between SUNY and any subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor. Contractor's failure to ensure a subcontractor's compliance with the insurance requirements of this Agreement shall not limit Contractor's liability or responsibility for the acts or omissions of that subcontractor.

c. The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work. Contractor shall check requirements of the work and coordinate and adjust as required so that conflicts in time, workspace, equipment and supplies do not occur in the work being performed by the Contractor with its own employees and the work being performed by its subcontractors.

d. No subcontractor shall be permitted to perform any work under the Agreement unless and until Contractor has furnished SUNY satisfactory evidence that such subcontractor maintains the insurance coverages and limits required of Contractor under this Agreement, to the extent applicable to the work performed by the subcontractor, unless SUNY expressly approves different coverages or limits in writing. Contractor shall remain responsible for ensuring continuous compliance with such insurance requirements throughout the period of the subcontractor's performance.

e. The Contractor shall execute a written agreement with each of its subcontractors and shall require all subcontractors to execute with any of their sub-subcontractors a written agreement which shall bind each to the terms and provisions of the prime contract awarded, insofar as such terms and provisions are applicable to the work to be performed by such subcontractors and/or sub-subcontractors. The Contractor shall require all subcontractors and sub-subcontractors to promptly file with SUNY a copy of such agreements upon request, from which the price and terms of payment may be deleted.

26. Continuity of Services; Personnel

a. During the Term, Contractor shall provide the Services in accordance with all applicable law and any applicable written SUNY procedures regarding initiation and authorization of Services that are communicated to Contractor.

b. Contractor is responsible for staffing and managing all personnel who perform the Services, including Contractor's employees, agents, subcontractors, and sub-subcontractors (collectively, "Personnel"). All Personnel shall remain under Contractor's direction and control and shall not be deemed employees of SUNY.

c. Contractor shall maintain continuity of the Personnel assigned to provide Services under this Agreement to the extent reasonably practicable. Contractor shall not reassign Personnel whose qualifications, experience, or continued involvement are material to Contractor's performance of the Services without SUNY's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, except where replacement is required due to factors outside Contractor's control (e.g., resignation, death, illness, or termination of employment for cause). Reassignment of materially involved Personnel to other Contractor projects is not, by itself, a factor outside Contractor's control.

d. Where replacement of materially involved Personnel is required due to factors outside Contractor's control, Contractor shall notify SUNY in writing promptly, and in any event within three (3) business days after learning that replacement is required. Contractor shall consult with SUNY regarding the replacement and, within five (5) business days or such other period as the Parties may agree, shall submit resumes of one or more comparably qualified candidates for SUNY's review. SUNY shall have the right to approve or reasonably reject proposed replacements. If the parties are unable to agree on a suitable replacement after good-faith efforts, SUNY may exercise its rights under the Agreement, including any applicable termination rights.

e. SUNY may periodically review and evaluate the Services and Contractor's performance under the Agreement and may provide feedback or require corrective action consistent with the Agreement's performance and termination provisions.

27. SUNY Requirements for Contractor Responsibility:

a. *General Responsibility*: The Contractor shall at all times during the Agreement term remain responsible. The Contractor agrees, if requested by the SUNY Chancellor or their designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

b. *Suspension of Work for Non-Responsibility*: The SUNY Chancellor or their designee, in their sole discretion, reserves the right to suspend any or all activities under the Agreement, at any time, when they discover information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Agreement activities may resume at such time as the SUNY Chancellor or their designee issues a written notice authorizing a resumption of performance of the Agreement.

c. *Termination for Non-Responsibility*: Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate SUNY officials or staff, the Agreement may be terminated by the SUNY Chancellor or their designee at the Contractor's expense, where the Contractor is determined by the SUNY Chancellor or their designee to be non-responsible. In such event, the SUNY Chancellor or their designee may complete the contractual requirements in any manner they may deem advisable and pursue available legal or equitable remedies for breach.

28. Termination: The Agreement awarded to the Contractor may be terminated by SUNY for any of the following reasons:

a. *Convenience of SUNY*: The Agreement may be terminated at any time upon receipt of 30 days prior written notice given by SUNY for any reason or no reason.

b. *Event of default*: The Agreement may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractor's Services are deemed unsatisfactory in SUNY's sole discretion, due to Contractor's fault or negligence, or that of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates. In such event, SUNY will send a written cure notice in accordance with the Notice provisions of the Agreement, and the Contractor shall have 30 days to correct the deficiencies noted. If the deficiencies are not corrected, SUNY may terminate this Agreement immediately upon written notice.

c. *Deficient Certifications*: SUNY may terminate the Agreement for deficient certifications as provided in Sections 25 and 26 of Exhibit A, including applicable procurement lobbying and Tax Law § 5-a certifications.

d. *Lack of Funds*: If for any reason the State of New York terminates or reduces its appropriations to SUNY, the Agreement may be terminated or reduced at SUNY's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to SUNY for payment of such costs. In any event, no liability shall be incurred by the State (including SUNY) beyond monies available for the purposes of the awarded contract.

e. *Financial Insolvency*: SUNY may terminate the Agreement, upon written notice, to the extent permitted by applicable law, in the event of any of the following: (i) The Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against the Contractor and is not dismissed within 30 days from the date of filing; or (iii) all or substantially all of Contractor's property is levied upon or sold in any judicial proceeding.

f. Upon expiration or termination of this Agreement, Contractor shall, in accordance with this Agreement, provide SUNY with copies of all records, in any form or media, in Contractor's possession that relate to the Services and that SUNY reasonably requests, including records necessary for SUNY to continue or transition the Services. At SUNY's request, Contractor shall, for a reasonable period following expiration or termination and during normal business hours, make appropriate personnel available to respond to SUNY's reasonable questions regarding such records and the Services provided under this Agreement. Contractor shall reasonably cooperate with SUNY and any successor contractor designated by SUNY to support a smooth and orderly transition so that the Services are not materially interrupted or adversely affected, in each case at no additional cost to SUNY.

29. Trademarks and Service Marks: The Contractor acknowledges that the names, logos, trademarks, and service marks of the State University of New York ("SUNY Marks") are the exclusive property of SUNY. To the extent necessary

to perform its obligations under this Agreement, SUNY grants to the Contractor a limited, non-exclusive, non-transferable, royalty-free license to use the SUNY Marks solely in connection with the Services provided under this Agreement, and solely in the form and manner approved in advance by SUNY.

This license is restricted to the specific use authorized by SUNY and does not grant the Contractor any right to use the SUNY Marks for advertising, marketing, press releases, or other external communications without SUNY's prior written consent. Any proposed use must be submitted in advance for review and approval by SUNY. The Contractor shall not modify, misrepresent, or misuse the SUNY Marks in any way and shall not take any action inconsistent with SUNY's ownership of its marks.

The Contractor shall not permit any subcontractor or third party to use the SUNY Marks without SUNY's prior written approval. The Contractor remains responsible for ensuring that any permitted subcontractor's use of the SUNY Marks complies fully with the terms of this Section.

The license granted under this Section shall automatically terminate upon the expiration or earlier termination of this Agreement, or immediately upon any breach of this Section by the Contractor or its subcontractors. Any unauthorized use of the SUNY Marks shall constitute a material breach of this Agreement and may result in immediate termination of the license granted herein. SUNY reserves the right to pursue all legal and equitable remedies available for any misuse or unauthorized use of its Marks.

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