

Vendor Rules and Regulations
6201 America Center Drive
San Jose, CA 95002

The Vendor Rules and Regulations may be modified or amended by the Owner's Agent from time to time. The Vendor Rules and Regulations are supplemental to the executed Owner's Agent vendor contract or Tenant lease, provided that, in the event of any conflict between the rules and regulations and the lease or contract, the applicable terms of the lease or contract shall control.

AIR QUALITY: Vendor shall not cause or permit any odors to be produced upon or permeate from the Premises.

At Owner's Agent's sole discretion any work that will produce odors and/or compromise building air quality shall be performed after the Building's normal business hours and may require specialized air evacuation controls, as Owner's Agent shall direct.

ANIMALS: Animals are not permitted in the Building or the Premises unless they are service animals as defined under the Americans with Disabilities Act.

APPROVAL OF VENDORS & CONTRACTORS: All contractors or vendors, performing work at the Building/Property, shall be subject to Owner's Agent's prior approval. Owner's Agent must be notified 48 hours in advance of any work commencing. Approval shall not be unreasonably withheld and shall be required to comply with these Vendor Rules and Regulations, Tenant Rules and Regulations or building's Construction Standards, as applicable.

Artificial Intelligence (AI):

Public Artificial Intelligence ("Public AI") may not be used with any non-public Shorenstein-related business information, including tenant information, lease information, employee information, investor information, or financial information. It is important to use Public AI responsibly and in accordance with Shorenstein's policies and values.

A) Under no circumstances should contractors or vendors submit or upload any Shorenstein data, including but not limited to, tenant information, lease information, employee information, financial records, investor data, strategic plans, or any other sensitive information to Public AI tools or platforms unless explicitly authorized by the Property Manager.

B) Use Public AI as a supplementary tool: Public AI may be utilized as a support tool to enhance productivity, creativity, and problem-solving, rather than as a replacement for critical thinking or human judgment.

C) Ensure data privacy and compliance: Be mindful of privacy and compliance regulations when using Public AI. Do not use employee data or sensitive company information in Public AI interactions.

BICYCLES, SKATEBOARDS, ROLLER SKATES, IN-LINE SKATES, SCOOTERS AND MOTORIZED VEHICLES:

Bicycles, skateboards, roller skates, in-line skates, scooters are not permitted to be inside the Building, elevators or on the walkways outside the Building.

Motorized vehicles (excluding motorized wheelchairs) are not permitted inside the Building, except in areas designated by Owner's Agent.

Vendor may bring bicycles into the Premises so long as the bicycles are transported in the Building's freight elevator, are walked (not ridden) in the hallways and the bicycle tires are wiped off so the tires do not leave tracks on the floors or carpets in the lobbies or hallways. If a secure bicycle parking area exists at the Building for use in common by Vendors of the Building, Vendor shall be entitled to use of the same, subject to the applicable rules and regulations imposed thereon by Owner's Agent.

BUILDING ACCESS: Owner's Agent at its sole discretion, reserves the right to refuse entrance to employees of Vendor who cannot meet and maintain the requisite standard of the building visitor policy. Contact the Building Management Office, if applicable.

CONDITION OF PREMISES: All work shall be done in a neat and orderly manner. Vendor shall be responsible for replacing disturbed materials back to their original condition. The work shall only be done by tradesperson experienced and skilled for the work involved.

Vendor shall protect all existing areas from damage, dust, and debris. It is Vendor's responsibility to protect and maintain all existing base building work and finishes which may or may not be included in Vendor's scope of work.

CYBERSECURITY: Vendor Cybersecurity Network Rules can be found on the property website.

DISORDERLY CONDUCT: Owner's Agent reserves the right to exclude or expel from the Building any person who, in the judgment of Owner's Agent, is impaired or under the influence of liquor or drugs, or who shall in any manner act in violation of any of the Rules and Regulations.

DOORS, KEYS AND LOCKS: Vendor shall not place any locks or bolts (or alter any locks or bolts already in place) on any interior or exterior door in the Premises or Building without Owner's Agent's prior consent, and Owner's Agent shall have the right at all times to retain and use keys or other access codes or devices to all locks within and into the Premises.

ELEVATOR: Vendor shall make prior arrangements with Owner's Agent for use of the freight elevator. Deliveries shall occur during hours approved by Owner's Agent and in accordance with the scheduling procedures for the freight elevator. Owner's Agent reserves the right to inspect and, where deemed appropriate by Owner's Agent, to open, freight coming into the Building and to exclude from entering the Building any freight that is in violation of any of these Rules and Regulations and any freight for which such inspection is not permitted. Vendor shall not cause the freight elevator to be loaded beyond rated capacities.

The passenger elevator cars are designed solely to move people between floors of the Building. These cars are not intended to be used for freight or vendors unless coordinated specifically with Owner's Agent for such use, in which case, special requirements/protection may be required.

Damage to any elevator caused by vandalism or negligence by vendor shall be repaired at Vendor's and/or Tenant's cost. If operators are required for elevators and/or on premium time, the cost shall be charged to Vendor or Tenant at Owner's Agent's prevailing labor and material rate.

Owner's Agent may require Vendor or Tenant to directly contract with elevator maintenance Vendor for elevator related work. Vendor or Tenant should arrange with elevator maintenance Vendor at least 72 hours in advance.

HAZARDOUS MATERIALS: If Hazardous Materials are present, the related work shall be performed in accordance with recommendations of the National Institute of Occupational Safety and Health (NIOSH), the requirements of the Occupational Safety and Health Administration (OSHA) asbestos standard, and Landlord's Hazardous Materials Operations and Maintenance Manual. Unless approved by Landlord in writing, all asbestos-related work shall be done before or after the Building's normal business hours, achieving clean air prior to commencement of the Building's normal business hours.

If requested by Owner's Agent, Vendor shall provide and retain on the job site Safety Data Sheets (SDS) for all chemicals being used, with copies provided to Owner's Agent. Deliveries of hazardous materials require prior approval from Owner's Agent.

INCIDENT REPORTING: In case of an accident, involving personnel or property, Tenant and Vendor shall inform Owner's Agent immediately. Notification shall state the location of the accident, and any actions taken.

JOB PREPERATION: Field verification is required for all scopes of work. Vendor to verify field conditions. Vendor shall arrange a job walk prior to start of work and provide an accurate and comprehensive schedule of all work, including phasing, if applicable, from project start through completion. Owner's Agent must approve all on-site staging areas.

LOST OR STOLEN ITEMS: Owner's Agent shall not be responsible for any loss, theft, disappearance of, or damage to, personal property, however occurring.

Vendor is responsible for security of its own materials and equipment.

NUISANCES: Vendor shall not generate any objectionable noise, vibration, or other offensive conduct while at the property. Work performed shall not interrupt or disturb building operations.

The use of Radios, CD players or similar pieces of equipment, used in such a way that can disrupt others, are not allowed.

PATH OF TRAVEL: Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by Vendor or used by Vendor for any purpose other than ingress and egress. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. Corridor doors, when not in use, shall be kept closed and free of obstructions.

Public areas are to be kept clean at all times. Vendor shall not clutter or block hallways, exits, service elevator lobbies or electrical closets. Failure to do so will result in Owner's Agent's clean up at Vendor's and Tenant's joint and several cost.

PLUMBING: Plumbing fixtures and appliances shall be used only for the purposes for which designed and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Vendor.

RECYCLING & TRASH: Vendor shall comply with the Building's trash and recycling guidelines. Electronic waste (E-waste) must not be disposed of in the Building's trash or recycling stream. E-waste must be collected and disposed of via an EPA certified e-waste recycler.

RESTRICTED AREAS: Vendors are to restrict themselves to the work area and designated areas.

Vendor is to use specified restrooms only. Use of restrooms on Tenant floors is not allowed.

Vendor's use of equipment, lunchrooms, vending machines, copiers, telephones, etc. in occupied space is not allowed.

RISER ACCESS: Vendors are prohibited from installing any equipment in any riser room, utility and equipment rooms or any other rooms not leased to Vendor without Owner's Agent's prior approval. Contact the building Riser Manager, if applicable.

Vendor must receive approval from Montgomery Tech (844)824-0100 before access is permitted into the MPOE or Riser Closet.

SCOPE OF WORK: All cost required to support the project on behalf of tenant including but not limited to building engineering, security, elevator, dumpster, parking, maintenance, or after-hours costs shall be the responsibility of the Tenant and is to be paid at Owner's Agent's prevailing rate for labor and materials.

No work shall be performed that would alter the building's exterior appearance or common areas without Owner's Agent's approval.

No changes to the perimeter window treatment are permitted unless pre-approved by Owner's Agent at its sole discretion.

SECURITY AND LIFE SAFETY: Vendor will comply with Building Security, Emergency Preparedness and Fire and Life Safety Protocols. Vendor takes responsibility for the understanding and implementation of Building Protocols related to their personnel and for the locations involved in their scope of work.

Vendor will comply with all Local, State and Federal safety and health regulations (including OSHA) that pertain to any work, in this Locality/Municipality and the Building.

Vendor shall take special measures to prevent false alarms and inform Owner's Agent in a timely manner if such an event occurs.

Vendor will review the online life safety training video specific to the building and location. For access contact the Building Office.

SIGNAGE: Signs, advertisements or notices shall not be affixed to windows, doors or other parts of the Building and real Property or placed at the location involved in their scope of work unless approved by Owner's Agent.

SMOKING: Vendors shall not smoke or permit smoking anywhere in the Building or the Real Property except in any Owner's Agent-designated smoking area located outside. Smoking includes smokeless tobacco, pipes, cigarettes, cigars, electronic cigarettes, personal vaporizers, and nicotine delivery systems.

SOLICITING: Canvassing, selling, soliciting, or distribution of handbills or any other written materials in the Building or on the Real Property is prohibited, and Vendor shall cooperate to prevent the same.

UNION AFFILIATION: Vendor to verify Union affiliation, if requested by Owner's Agent.

VENDOR IDENTIFICATION: All Vendors shall wear company supplied identification and may be required to wear building supplied building passes.

WEAPONS: Weapons are prohibited in all areas of the Building and the Real Property.