

ENROLLMENT & WORKPLACE SERVICE AGREEMENT

This **ENROLLMENT & WORKPLACE SERVICE AGREEMENT** (“Agreement”), dated 10/26/2012 (“Effective Date”) is by and between **Custom Benefit Programs, Inc., doing business as UNIVERS Workplace Solutions** (hereinafter collectively referred to as “UNIVERS”), with its principal place of business at 897 12th Street, Hammonton, NJ 08037, a licensed insurance service organization, and **SCHOOL BOARD OF SARASOTA COUNTY** (“CLIENT”), with its principal place of business at **1960 LANDINGS BLVD. SARASOTA, FL 34231**. UNIVERS and CLIENT may be collectively referenced herein as the “Parties”.

WHEREAS UNIVERS provides certain benefits administration, benefits communication, enrollment services and certain lines of voluntary insurance coverage to employees (“Associate(s)”) at the direction of CLIENT in accordance with the terms and conditions herein;

NOW, THEREFORE, UNIVERS and CLIENT agree to be bound by the following terms with respect to this Agreement:

1. Duties of UNIVERS. UNIVERS will provide the following services for CLIENT and its employees:

- Benefits Administration Services
 - Open enrollment services commencing on Effective Date of this Agreement for 2013 and each open enrollment for 2014 and 2015
 - Enrollment services for new hires as defined by CLIENT commencing on 1/1/2013
 - Call center services as defined in section 1 (b) below
 - Communication services as defined in section 1 (e) below
 - Acquisition enrollments as requested by CLIENT
- a. Benefits Administration processing services using certain computer software programs and computer processing capability (collectively, the “System”), which it is willing to make available for use by the CLIENT under the terms and conditions contained below:
- Build the application for the Open Enrollment to accept Web based enrollment within the rule sets of Auto-Bene™ and e-Select™. The AutoBene™ and e-Select™ includes the following software modules: Company Setup, Benefits Setup, the Employee Interface to Enroll, Confirmation Statements, Employer/Administrator Data Management, Reporting and Data Mapping Wizard. The Company Setup, Benefits Setup, Employee Interface to Enroll, and the Employer Data Management features allow companies to store and maintain corporate, employee, and benefits information. In addition, the Reporting and Data Mapping features allow companies to produce reports on employee information and import/export data to and from external systems. The AutoBene™ and e-Select™ system is accessed through the internet using a browser.
 - Build the following inbound files as part of the initial Implementation & Set-up; One (1) Initial Census File upload including Employee and Dependent data, and One (1) Ongoing Demographic refresh file
 - Build the following outbound files as part of the initial Implementation & Set-up; One (1) Payroll Deduction File, and up to eight (8) Carrier Data Files.
 - UNIVERS will hold the e-Select™ application open and have it available to CLIENT’s employees continuously during the Open Enrollment period and beyond as requested, following the mutually agreed upon live date between UNIVERS and CLIENT.

Benefits Administration processing services are subject to the following requirements and exceptions:

- **HARDWARE, SOFTWARE, CONNECTIVITY REQUIREMENTS FOR THE AutoBene™ and e-Select™**
Windows NT, Windows 95 and greater, Windows XP, Macintosh (MacOS) 7.1 and greater.
Recommended: Netscape Communicator 4.03 or higher. Microsoft Internet Explorer 5.01 or

higher. Minimum modem dial-up speed of at least a 28.8 bps. Users with dial up access should be connecting through a local, regional or national Internet service provider, such as EarthLink, and not through an online service such as AOL, CompuServe, and/or Prodigy. Users should also have a dedicated phone line for Internet access. The best experience is through a high speed connection such as DSL, cable modem or T-1 line.

- Non-conforming Data Fees: UNIVERS will work with CLIENT to determine all necessary Implementation & Set-up, and Ongoing administration requirements for updating, maintaining and administering the CLIENT's data for the purpose of satisfying the intent of this signed Agreement. UNIVERS will charge CLIENT at an hourly rate of \$200/hour as part of CLIENT's monthly invoice for actual hours UNIVERS incurs as a result of data or file changes that are directed by the CLIENT that are not part of the mutually agreed to terms of the Implementation & Set-up and/or Ongoing administration outlined within this signed Agreement. This rate will be subject to an annual adjustment not to exceed a ten (10%) percent increase in any one contract year.
 - Non-Covered Services: Any new services or changes to Covered Services ("Non-Covered Services") must be requested by the CLIENT in writing, and are subject to final scoping by UNIVERS before the work begins. UNIVERS will provide CLIENT a written change document with the scope of each new service or change and the accompanying charges. Non-Covered Services are typically billed at the hourly rate of \$200/hour, subject to an annual adjustment not to exceed a ten (10%) percent increase in any one contract year. Actual charges are calculated at the discretion of UNIVERS.
 - All Inbound and Outbound files will be built per mutually agreeable file format specifications. A charge of \$500 will apply for additional files requested, or for modifications to existing files previously built and used to deliver production data.
- b. Enrollment Services using the following enrollment methods:
- Face to Face individual enrollments, for all Benefit Eligible Employees, for the initial Open Enrollment conducted in 2012. Continuation of face to face enrollments following the enrollment conducted in 2012 may be available in future years with further discussion and agreement of terms between UNIVERS and the CLIENT.
 - Self Service Assist platform available and recommended, for all Benefit Eligible Employees, for the subsequent Open Enrollment periods conducted in 2013 and 2014. This platform provides equipment on location to simultaneously conduct Self service enrollments with a UNIVERS counselor on location to provide assistance
 - Call Center Assisted enrollments, for all Benefit Eligible Employees as provided by the CLIENT. Call Center assisted enrollments will be offered during the Open Enrollment period, and perpetually for newly benefit eligible employees only. Call Center hours on North American recognized business day's between Monday through Friday during the hours of 9am and 5pm Eastern Standard Time. All perpetual enrollments for newly benefit eligible employees are mandatory and require the employee to speak with a counselor to elect or decline any/all benefits.
 - Face-to-Face enrollments for acquisitions only at locations with 75+ benefit eligible employees as provided by the CLIENT. Face-to-Face enrollments are not provided during the 4th quarter of the calendar year, without further discussions and agreement of terms between UNIVERS and the CLIENT.
 - Online Employee Self-service access through the System, for all Benefit Eligible Employees, for viewing benefit information and enrollment confirmation statements and for self reporting Life Event

- c. Online employee Self-service access through the system
 - Review benefit plan design information
 - Access and print confirmation statement
 - Self reporting of Life Events

- d. Electronic enrollment data, as outlined below:
 - UNIVERS will provide CLIENT with final enrollment data and corresponding payroll deductions within mutually agreed upon timeframes between UNIVERS and the CLIENT.
 - UNIVERS will retain personal employee information for a maximum of one (1) year from the benefit plan effective date. For Example: An employee enrolls on October 15, 2011 for a January 1, 2012 effective date. UNIVERS will retain that employee’s personal information until January 1, 2013.
 - UNIVERS will retain all benefit elections and financial reporting data.
 - UNIVERS will provide core benefit enrollment data to carriers in prescribed Carrier formats. Carrier data files will contain either ‘Full’ file or ‘Change’ only file data as mutually agreed to between UNIVERS and the carrier, and are subject to UNIVERS system requirements. Considerations for these requirements are the responsibility of the receiving carrier once data has been received. Carriers are solely responsible for processing all data received from UNIVERS within their reasonably accepted administration timeframes. Delivery protocols are established with the carriers during implementation and may include FTP, Secure FTP, HTTPS and/or PGP encryption.
 - UNIVERS and CLIENT will develop a mutually agreed upon frequency for demographic and payroll data to be exchanged. The frequency will be at least WEEKLY.

- e. UNIVERS will provide Ongoing Administrative Support services to the CLIENT, as outlined below:
 - Administrative System Support (8 hours per day, during North American business days) for all questions and troubleshooting assistance regarding the system performance and its usage.
 - Data File exchange support as needed
 - Manage and monitor data transmissions between UNIVERS, CLIENT, and/or their carriers
 - Research and resolve data conflicts with CLIENT and their carriers

- f. UNIVERS will provide Communication services to the CLIENT, as outlined below:
 - Print communication using one of the templates from the UNIVERS design series
 - 1 version of a 16 page booklet in English only – drop ship to 5 locations
 - Postcard – postage paid by client
 - Stuffers or table tents
 - Manager and Employee memos – PDF only

2. Duties of CLIENT. In return for the services provided by UNIVERS, CLIENT agrees to the following conditions:

- a. CLIENT understands that the Open Enrollment period is a “Full Positive” enrollment and will make every effort through communication to employees to have at least 80% of the employee population meet with a UNIVERS counselor to make an election or waive benefits.

- b. CLIENT will provide accurate and timely information related to the plans and products subject to UNIVERS services. UNIVERS will not independently verify or authenticate information provided by CLIENT or on CLIENTs behalf.

- c. CLIENT will actively participate in the Implementation and Set-up of all services provided by UNIVERS, and will provide appropriate authorization and approval as required by UNIVERS.
- d. CLIENT will supply UNIVERS with contact information and phone numbers for each of the locations designated as Enrollment Locations.
- e. CLIENT will deduct employee premiums for a minimum of 24 months (all pay periods) for the following voluntary insurance plans:
 - Short Term Disability Insurance
 - Critical Illness Insurance
 - Whole Life Insurance

It is further understood that CLIENT will not introduce or offer to its Associate(s) similar voluntary insurance products during this 24 month time period.

The Associate(s) of CLIENT may cancel their individual coverage at any time unless they are prohibited from doing so due to Section 125 rules. Payroll deductions are to commence no later than 90 days after the open enrollment period is complete.

- f. From time-to-time, Associate(s) will be provided the opportunity to increase their voluntary benefit coverage as determined by the insurance carrier(s). This opportunity may involve direct contact with the insured Associate(s), including communications mailed direct to the home of the Associate(s).
- g. CLIENT will distribute all enrollment communication material applicable to the CLIENT benefit offering as mutually agreed to between UNIVERS and the CLIENT. CLIENT is responsible for all printing, fulfillment, and postage expenses.
- h. CLIENT will complete a UNIVERS customer satisfaction online questionnaire (once all services are rendered and complete).

3. Fees and Expenses: UNIVERS will provide the services under this Agreement in exchange for the CLIENT performing the duties listed herein. Unless otherwise specifically negotiated and agreed to with CLIENT, UNIVERS’ professional fees are customarily based on commission calculated as a percentage of the premium collected by the insurer and are paid to UNIVERS by the insurer for the voluntary benefit programs. UNIVERS may also receive from insurers and insurance intermediaries additional compensation (monetary and non-monetary), which is contingent on volume, profitability or other factors pursuant to agreements UNIVERS may have with them relating to all or part of the business UNIVERS places with those insurers or through those intermediaries. Such agreements may be in effect with one or more of the insurers with whom CLIENT’s insurance is placed, or with the insurance intermediary UNIVERS uses to place your insurance. UNIVERS will discuss further details of any contingent compensation agreements pertinent to CLIENT’s placement upon request.

Fees payable to UNIVERS for access to the System (“Ongoing Fees”):			
IMPLEMENTATION & SET-UP FEE	WAIVED		
ONGOING FEE:	No. of Employee Records in Database:	Contract Year	Per Employee Record Per Month:

Fees payable to UNIVERS for access to the System ("Ongoing Fees"):			
	No Limit	2012	\$0.30 Benefit Participants
	No Limit	2013	\$0.30 Benefit Participants
	No Limit	2014	\$0.30 Benefit Participants

[Above fees are being subsidized by participating providers, actual Per Employee Per Month fee is \$1.50]

The foregoing chart is subject to a \$500 annual minimum charge. CLIENT is responsible for reimbursing UNIVERS for any applicable sales, use or similar taxes imposed by any government entity on the transactions contemplated by this Agreement. Such taxes incurred are billed by UNIVERS as part of the monthly invoice.

Annual Adjusted Ongoing Fees: Ongoing Fees are fixed for a period of three (3) years beginning on the Effective Date of this Agreement. Thereafter, Ongoing Fees are subject to change at the discretion of UNIVERS, and upon written notice to CLIENT, on each annual anniversary date, not to exceed a three (3%) percent increase beginning in year four (1st contract renewal year).

Invoice Terms and Late Fees: Ongoing Fees shall be invoiced to CLIENT on the Billing Commencement Date and on the first day of each calendar month thereafter. "Billing Commencement Date" shall be the Execution Date of this Agreement. Ongoing Fees will be billed as of the 1st day of each month and are based on the number of EMPLOYEE lives in the database on the last day of the prior calendar month. All payments and late fee charges will be governed by Florida's Local Government Prompt Pay Act, ss 218-70 et seq., Florida Statutes.

Suspension of Service: If (i) CLIENT fails to comply with Florida's Local Government Prompt Pay Act, ss 218-70 et seq., Florida Statutes, (ii) any proceeding in bankruptcy, reorganization, receivership or insolvency is commenced by or against CLIENT and is not discharged within thirty (30) days, or (iii) CLIENT breaches any material provision of this Agreement and does not cure such within thirty (30) days after written notice to CLIENT of such breach, if notice is practicable under the circumstances, UNIVERS may suspend the services. To reactivate an account, CLIENT shall pay any such past due fees plus a reactivation fee not to exceed \$500.

CLIENT is not responsible for any fees or expenses related to the services outlined unless otherwise noted in this Agreement. **However, CLIENT agrees to reimburse UNIVERS any unrecoverable enrollment and consulting related expenses in the following instances:**

- a. Cancellation of enrollment by CLIENT.
- b. Postponement of enrollment occurring less than 60 days from the scheduled start of the enrollment.
- c. If enrollment begins as scheduled, then is cancelled or postponed to a later date.
- d. If CLIENT does not make its best effort through communication with employees to create conditions to have at least 80% of the employee population meet with a Unvers counselor to make an election or waive benefits.
- e. Use of another enrollment entity during the same enrollment period, unless it is pre-approved by UNIVERS prior to the enrollment start date

4. **Term of Agreement; Termination of Agreement:** The Initial Term of this agreement shall be three (3) years and shall commence on the Effective Date of this Agreement. Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional terms of one (1) year (each, a "Renewal Term")

upon the expiration of the then existing Term. The Agreement shall remain in effect unless either party furnishes the other party with written notice of its intention not to renew the Agreement at least 60 days prior to any annual anniversary date of the Agreement. The first such annual anniversary date is October 26, 2013. The first year of the Initial Term is not terminable. Under any circumstances, including termination of this agreement for cause, CLIENT agrees to deduct the employee premiums for the voluntary benefit programs for a minimum of 24-months from the date in which the last employee payroll deduction is started following the termination of this agreement, as outlined in Section 2(e). In the event either party commits a material breach of its obligations under this Agreement, the other party may provide the breaching party with written notice of its intention to terminate this Agreement in 60 days. The breaching party shall have 30 days from the date that it receives such notice of termination in which to cure the breach. Should the breaching party fail to cure the breach to the reasonable satisfaction of the other party, the Agreement shall terminate at the end of the original 60-day period. In the event CLIENT terminates this Agreement or fails to renew this Agreement and UNIVERS is requested to provide support services in connection with the transition to a new enrollment firm, UNIVERS will invoice CLIENT for such services on a time and disbursement basis at UNIVERS' regular hourly rate of \$200. CLIENT will pay such invoices on receipt.

Duties Upon Termination: Upon termination, CLIENT shall have access to CLIENT's information on the AutoBene™ and e-Select™ system for ten (10) business days, solely for the purpose of downloading such information. After such time, CLIENT shall no longer have access to the AutoBene™ and e-Select™ system or any information it contains and UNIVERS may remove CLIENT's information from its system. Termination shall not relieve CLIENT from paying all undisputed fees and expenses accruing prior to termination, and all remaining fees owed through the end of the annual period of the current Term prior to termination of this agreement by the CLIENT.

5. **Ownership Rights:** Except for CLIENT specific information, trademarks, logos and other proprietary property of CLIENT, all products, forms, procedures, pricing, software, communications, and other materials used or made available by UNIVERS to CLIENT (“the Materials”) are the sole property of UNIVERS. CLIENT shall not have title or other right to or interest in any Materials nor shall it acquire any such right, title or interest by use thereof under this Agreement. CLIENT shall not copy, modify, sell, license, market or transfer the Materials in whole or part. UNIVERS recognizes that CLIENT is required to maintain certain Plan-related materials for regulatory and other purposes and that UNIVERS’ rights under this Agreement will not interfere with CLIENT obligation to maintain such materials. UNIVERS agrees to regard and preserve as confidential all records and other information relating to the Plan (“CLIENT Data”) including, but not limited to, participant demographic and benefit election information and any materials developed exclusively for CLIENT. UNIVERS will not, without written authority from CLIENT, disclose to others during the term of this Agreement or thereafter, any such records or other information except as required by applicable law. CLIENT shall furnish to UNIVERS all documentation required or reasonably requested by UNIVERS for the performance of UNIVERS' duties under this Agreement. CLIENT shall provide UNIVERS with accurate and timely information for the performance of such duties. UNIVERS shall undertake to give adequate and timely notice to CLIENT of required documentation.

During the term of this Agreement and subject to all provisions of this Agreement, UNIVERS agrees to grant CLIENT a nonexclusive, nontransferable license (without right of sublicense) to access and use the System for the purpose of receiving the Covered Services solely for its own benefit in administering compensation and benefits for its employees in connection with the operation of its ordinary business. This license includes access to UNIVERS’s processing capability in connection with the provision of Covered Services under the terms of this Agreement. CLIENT understands and agrees that this license does not include access to software used by UNIVERS to perform the Covered Services, and that this license does not give it the right to (A) perform functions for any third party business, (B) engage in any application hosting, service

bureau or other non-internal operations of CLIENT, (C) provide, lease, lend or share the System or Covered Services to or with any third party, (D) attempt to reverse engineer or create derivative works from the System or Covered Services in whole or in part, or (D) otherwise compete with any UNIVERS product or service offering.

CLIENT acknowledges that the System and Covered Services incorporate valuable intellectual property of UNIVERS and its licensors, and no title to or ownership of any hardware, software, source code, procedures or other component of the System or Covered Services or any executable derivative thereof is transferred or transferable to CLIENT by virtue of this Agreement. CLIENT agrees to observe confidentiality with regard to all non-public aspects of the System and Covered Services. CLIENT further acknowledges that its breach of any provision of this Section will be inadequate and that monetary damages resulting from such breach will not be readily susceptible to measurement. CLIENT acknowledges that, upon its violation of any provision of this Section, UNIVERS will have the right to seek immediate injunctive relief and a temporary order restraining any threatened or future breach of this Section. Nothing in this Section will be deemed to limit UNIVERS's remedy at law or in equity for any breach by CLIENT of any provision of this Section.

6. Relationship and Indemnification

- a. As between them, each party agrees it will bear legal responsibility for the actions of its employees. b.

Further, UNIVERS will defend, indemnify, and hold harmless CLIENT, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from any claim brought against CLIENT asserting that any services, equipment or software provided by UNIVERS, or the use of any of the foregoing, infringes, violates, or misappropriates a United States patent, copyright, trademark, trade secret, or other United States intellectual property or proprietary right of any third party ("Claim"). In the event CLIENT'S use of any service, equipment or software provided by UNIVERS is enjoined by reason of any such Claim, or UNIVERS or CLIENT determines in its reasonable judgment that an injunction is likely, then UNIVERS will: (a) obtain the rights necessary to permit continued use by CLIENT of such service, equipment or software; (b) modify such service, equipment, or software to be non-infringing, provided that such modifications do not materially alter the functionality of such service, equipment or software; or (c) if the foregoing options are reasonably impracticable, cease provision of any infringing service and, upon return of any infringing equipment or software, refund to CLIENT all amounts paid by CLIENT for such infringing service, equipment or software during the preceding six months. CLIENT will provide written notice to UNIVERS within sixty (60) days of receiving notice of the filing of a lawsuit asserting a Claim. If UNIVERS fails to defend any Claim hereunder within a reasonable time after notice thereof from CLIENT, CLIENT may take steps to defend the same and otherwise protect its rights, including hiring of counsel, until such time, if at all, as UNIVERS assumes the defense. In such event UNIVERS promptly will indemnify and reimburse CLIENT for any costs and reasonable expenses incurred by CLIENT, including reasonable attorneys' fees, and any settlement payment made by CLIENT in good faith to resolve the Claim.

7. **Dispute Resolution:** In the event that any dispute arises with respect to the performance or interpretation of this agreement the parties shall attempt to resolve it in good faith. If such attempts fail, the sole and exclusive jurisdiction for any action brought pursuant to this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.
8. **HIPAA Compliance:** Both parties shall comply with all federal and state laws and regulations governing the privacy and security of health information, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated hereunder, and shall remain in compliance

with these laws and regulations, and any other applicable laws, rules or regulations pertaining to the Services, as they may be amended from time to time. The parties shall execute whatever additional documents or agreements (e.g. Business Associate Agreement) may be necessary to come into compliance with these laws and regulations.

Disclaimer: EXCEPT AS EXPRESSLY STATED ABOVE, NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT ANY INTERNET ENCRYPTION TECHNOLOGY EMPLOYED IN CONNECTION WITH THE COVERED SERVICES AND THE SYSTEM MAY BE DEFEATABLE AND UNIVERS ASSUMES NO LIABILITY UNDER THIS AGREEMENT TO CUSTOMER OR ANY THIRD PARTY AS A RESULT OF A VIOLATION OR FAILURE, FOR ANY REASON, OF ANY SUCH ENCRYPTION.

9. Notices:

Any notice, communication or payment required under this Agreement shall be addressed as follows:

If to UNIVERS:

UNIVERS Workplace Solutions
1060 Maitland Center Commons
Suite 210
Maitland, FL 32751

Attention: Katrina Moriarty, SVP Operations

If to CLIENT:

CLIENT

School Board of Sarasota County
1960 Landings Blvd.
Sarasota, FL 34231
ATTN: Lori White, Superintendent

Either party may designate another address by written notice to the other party.

10. Miscellaneous, Entire Agreement and Severability

- a. This Agreement and the Attachments hereto (including any documents incorporated by reference in the Attachments) together constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no oral or other agreements or understandings between the parties affecting this Agreement, or related to the services to be provided by UNIVERS, the fees to be charged, or duties undertaken by CLIENT hereunder. This Agreement supersedes all previous agreements and understandings, oral or written, between the parties.
- b. This Agreement may be amended only by a written agreement executed by both parties. No term or provision of this Agreement shall be waived or breach excused, unless the party claimed to have waived or excused such breach does so in writing.

- c. Services to be provided under this Agreement may be performed by UNIVERS or any subsidiary or affiliate of UNIVERS. Except as herein provided, neither party may assign or delegate any of the rights and obligations hereunder to any third party without the prior written consent of the other party which consent should not be unreasonably withheld. This Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns.
- d. This Agreement shall be governed by applicable federal law and, to the extent not covered by federal law, by the laws of the State of Florida applicable to agreements made and to be performed entirely within such State.
- e. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

IN WITNESS WHEREOF, CLIENT and UNIVERS have executed this Agreement as of the Effective Date.

Custom Benefit Programs, Inc. d/b/a UNIVERS Workplace Solutions

By: _____

Name: Katrina Moriarty _____

Title: SVP, Operations _____

School Board of Sarasota County

By: _____

Name: Caroline G. Zucker _____

Title: Chair _____

Approved for Legal Content
October 2, 2012, by Matthews Eastmoore,
Attorneys for The School Board of
Sarasota County, Florida
Signed: ASH

Attachment A

UNIVERS Enrollment Center Policy on Call Recordings

Calls are recorded for quality assurance purposes. If CLIENT requests UNIVERS to research information from an available telephone call recording, or requests a transcript regarding a specific question/concern, the following will apply:

- Request must be compliant with HIPAA regulations governing the release of information to a third party.
- \$200 per research or transcript request
- Recordings older than one year cannot be retrieved or researched
- Entire call recordings cannot be transcribed

If the recording shows UNIVERS is in error, CLIENT will not be charged for this research.

The research or preparation of a transcript for a telephone call recording takes approximately 7 to 10 business days. This timeline may be longer if multiple requests are received in a short timeframe.

Call recordings are the property of UNIVERS Workplace Solutions and may not be released.