DATE:       June 27, 2023

TO:         Mayor and Council Members

FROM:       Police Department

SUBJECT:    Agreement with Leverage Information Systems

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve an agreement with Leverage Information Systems, Inc. (Leverage), in the amount of $17,293.43, for services related to the Police Department's camera system. (General Fund)

BACKGROUND:
Law enforcement agencies across the country use security cameras regularly to aid in their crime prevention efforts. Agencies that use cameras have observed a measurable decrease in criminal activity and calls for service regarding the quality of life issues in and near the installed cameras. Cameras have also been found to be an excellent resource for evidentiary purposes. Many agencies have been able to capture videos of crimes and later extract the recordings to apprehend and prosecute individuals.

DISCUSSION:
Currently, the Police Department (Department) has cameras installed by Leverage at various critical infrastructures, parks, and major intersections within the City. Many of the existing cameras now require professional cleaning to ensure quality video continues to be produced. Additionally, it has been determined that it is necessary to upgrade one (1) camera, as the one currently deployed at Manchester Boulevard and Ash Avenue has been in use for over seven years. Lastly, the camera deployed at Manchester Boulevard and Prairie Avenue will be relocated to the opposite corner to provide complete intersection camera footage.

Leverage has provided camera systems and related services to the Department for over ten (10) years and to ensure compatibility, it is necessary to continue services with Leverage. The Department proposes to purchase the necessary equipment and services using standardization pursuant to Inglewood Municipal Code Section 2-198.1(b) (Exceptions to Competitive Bidding Requirement), which states the following:

_Notwithstanding any provisions of this Article to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:_

7.
Standardization of Goods and/or Services. When goods and/or services are required to maintain consistent operation or function to an existing technology or public safety system or program already in use by the City, provided such purchases do not exceed the cost of two hundred fifty thousand dollars ($250,000.00). Examples of items lending themselves to standardization are computer equipment, computer hardware and software products, public safety equipment such as ammunition, ballistic vests, light bars, mobile radios, camera systems and fire apparatus.

The agreement will terminate on June 30, 2024.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon City Council approval, the total amount of this agreement shall not exceed $17,293.43. Sufficient funds for this expenditure are available in the Fiscal Year 2022-2023 Budget under Account Code No. 001.045.4550.66000.00 (General Fund-Police Department-Patrol Bureau-Office Equipment/Furniture).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Agreement with Leverage Information Systems
Attachment No. 2 – Price Quotes

PREPARED BY:  
Anna Chanyat, Police Administrative Analyst

COUNCIL PRESENTER:
Cardell Hurt, Acting Chief of Police
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Cardell Hurt, Acting Chief of Police

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
ATTACHMENT NO. 1
AGREEMENT NO.: _________

THIS AGREEMENT is made and entered into this ________ day of ____, 2023, by and
between the CITY OF INGLEWOOD (hereinafter referred to as “City”) and Leverage Information
Systems, Inc., a Washington corporation authorized to conduct business in the State of
California, with its principal place of business located at 18815 139th Avenue NE, Suite B,
Woodinville, Washington 98072 (“Contractor”) (collectively referred to as “the Parties”).

WHEREAS, the Parties previously have contracted for public safety surveillance
equipment and installation services; and

WHEREAS, said equipment requires continual maintenance;

WHEREAS, Inglewood Municipal Code Section 2-198.1(b) permits City to dispense with
competitive bidding requirements when the goods and/or services are required to maintain
consistent operation or function to an existing technology or public safety system or program
already in use by the City, provided such purchases do not exceed the cost of two hundred fifty
thousand dollars ($250,000.00); and

WHEREAS, Contractor agrees that it has satisfied itself by its own investigation and
research regarding the conditions affecting the work to be done and labor and materials needed,
and that its decision to execute this Agreement is based on such independent investigation and
research; and

NOW THEREFORE, the City and Contractor hereto mutually agree as follows:

ARTICLE 1 — SCOPE OF CONTRACTOR’S SERVICES

1.1 Scope of Services. Contractor shall provide all labor, tools, materials, equipment
and supplies necessary for the performance of this agreement. Said services shall be conducted
in a professional manner and in accordance with Contractor’s proposals to City: Quote
#2306958 Camera Cleaning (Exhibit “A”); Quote #2307010 Ash & Manchester PTZ Upgrade
(Exhibit “B”); and Quote #2307082 Manchester & Prairie PTZ Relocations (Exhibit “C”) which
are attached hereto and incorporated herein by this reference as if set forth in full. In the event
of a conflict or ambiguity, the order of precedence shall be:

a. Change orders, contract amendments (whichever is later);
b. This Agreement; and then
c. Exhibits "A", "B" and "C".

1.2 Contractor agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times.

1.3 Licenses/Permits. Contractor shall obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

1.4 Conflict of Interest. Contractor covenants that neither it, nor any of its employees, agents, contractors, and/or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

1.5 Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.6 Professional Practices. It is mutually agreed that City is relying upon the professional skill of Contractor as a specialist in the work. Contractor shall perform all services required by this Agreement in a first-class manner and shall conform to the highest and best professional standards of quality observed by a person practicing in Contractor's profession. Acceptance of the Contractor's work by City does not operate as a release of Contractor's representations.

ARTICLE 2 -- SCOPE OF CITY'S DUTIES

2.1 City shall provide Contractor with such necessary and appropriate information which it possesses and which are necessary for carrying out the work as outlined in Scope of Services.
ARTICLE 3 -- COMPENSATION

3.1 Compensation. City’s total payments to Contractor under this Agreement shall not exceed the sum of seventeen thousand two hundred ninety-three dollars and forty-three cents ($17,293.43) as provided below:

<table>
<thead>
<tr>
<th>Quote #2306958 Camera Cleaning</th>
<th>$2,049.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quote #2307010 Ash &amp; Manchester PTZ Upgrade</td>
<td>$6,673.11</td>
</tr>
<tr>
<td>Quote #2307082 Manchester &amp; Prairie PTZ Relocations</td>
<td>$8,571.32</td>
</tr>
<tr>
<td>Total</td>
<td>$17,293.43</td>
</tr>
</tbody>
</table>

3.2 Invoices. All invoices submitted by Contractor shall be submitted on a monthly basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3) City Agreement Number; (4) total Agreement Amount; (5) total invoice amount; (6) description of service or supplies provided; (7) Contractor’s employee name providing service, time spent and hourly rate; (8) total billed to date; and (9) total amount remaining on Agreement. Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

3.3 Documentation. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

3.4 Additional Services. No compensation will be provided for any other task or service(s) without specific prior written consent from the City.

ARTICLE 4 – TERM & TERMINATION

4.1 Term. This Agreement shall expire on June 30, 2024 unless otherwise terminated or suspended.

4.2 Notice of Termination. The City reserves and has the right and privilege of immediately canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written
notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3 Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed, in the opinion of the City Manager, up to and including the date of City’s written notice of termination. City shall not be obligated to pay Contractor for any costs incurred or any professional services provided if Contractor violates any material provisions of this Agreement, or if the Contractor fails to provide the services required of this Agreement in a satisfactory manner as determined by the City Manager or his designee.

ARTICLE 5 — NOTICES

4.1 Notices. Any notices given pursuant to this Agreement shall be deemed received and effective when properly addressed, postage prepaid, and deposited in the United States mail to the respective parties as follows:

City:

City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

Contractor:

Terry Woodruff, Executive Vice President
Leverage Information Systems, Inc.
18815 139th Ave. NE, Suite B
Woodinville, WA 98072

With a copy to:
Purchasing Department
One Manchester Boulevard
City of Inglewood
Inglewood, CA 90301

ARTICLE 6 -- NO AGENCY RELATIONSHIP

6.1 Independent Contractor. No agency relationship between Contractor and City is intended or created by this Agreement. Contractor is not authorized and shall not at any time or in any manner represent that it is an agent, servant, or employee of City; it being expressly understood that Contractor is and at all times shall remain a wholly independent contractor. Contractor shall have no authority to bind City in any manner, to incur any obligation, debt, or
liability of any kind on behalf of or against City, whether by contract or otherwise, unless such
authority is expressly conferred in writing by an authorized representative of City.

6.2 No Retirement/Health Benefits. Neither Contractor, nor any of Contractor’s
officers, employees, or agents, shall obtain rights to retirement, health care, or any other
benefits which may otherwise accrue to City’s employees. Contractor expressly waives any
claim Contractor may have to any such rights. Contractor agrees to purchase its own worker’s
compensation insurance for California.

6.3 CalPERS Eligibility Indemnification. In the event that Contractor or any
employee, agent, or subcontractors under this Agreement claims or is determined by a court of
competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be
eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify,
defend, and hold harmless City for the payment of any employee and/or employer
contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or
subcontractors, as well as for the payment of any penalties and interest on such contributions,
which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or
ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors
providing service under this Agreement shall not qualify for or become entitled to, and hereby
agree to waive any claims to, any compensation, benefit, or any incident of employment by
City, including but not limited to eligibility to enroll in CalPERS as an employee of City and
entitlement to any contribution to be paid by City for employer contributions and/or employee
contributions for CalPERS benefits.

ARTICLE 7 – OWNERSHIP OF DOCUMENTS

7.1 Ownership of Documents. All documents prepared, developed, or discovered by
Contractor in the course of providing any services pursuant to this Agreement including but not
limited to original studies, surveys, reports, data, notes, computer files, and all other documents
are and shall remain the sole property of the City and may not be used, reused, or otherwise
disposed of without the permission of the City. Upon completion, expiration, or termination of
this Agreement, Contractor shall give City all such documents, including but not limited to original studies, surveys, reports, data, notes, computer files, files, and other documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to City.

ARTICLE 8 --

CONFIDENTIAL INFORMATION, RELEASE OF INFORMATION

8.1 Confidentiality. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

8.2 Subpoena Response. Contractor, its officers, employees, agents, or subcontractors, shall not voluntarily provide declarations, letters of support, and testimony at depositions, respond to a court order or subpoena, response to interrogatories, or other information concerning the work performed under this Agreement without City’s prior written approval.

Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right to be present at any deposition, hearing, or similar court-ordered proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests served on Contractor and proposed responses thereto. However, this right to review any response does not imply or mean the right by City to control, direct, or rewrite said response.

8.3 Indemnification/Reimbursement. If Contractor, or any officer, employee, agent, or subcontractor of Contractor, provides any information of work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for
any damages, costs, and fees, including attorney fees, caused by or incurred as a result of
Contractor's negligence and/or wrongful conduct.

ARTICLE 9 – INSURANCE, HOLD HARMLESS AND BOND

9.1 Insurance Requirements:

9.1.1 Acceptability of Insurers. Insurance is to be placed with insurers authorized to
conduct business in the State of California and have a current A.M. Best rating of not less than
A:VII.

9.1.2 Insurance Verification. Contractor shall furnish the City with original certificates
and amendatory endorsements affecting coverage required by this clause. The endorsements
should be on forms provided by the City or on other than the City's forms, provided those
endorsements or policies conform to the requirements. All certificates and endorsements are
to be received and approved by the City before work commences. The City reserves the right
to require complete, certified copies of all required insurance policies, including endorsements
affecting the coverage required by these specifications at any time.

9.1.3 Commencement of Services. Contractor, and/or sub-Contractor, shall not
commence services under this Agreement until it has provided evidence satisfactory to the City
Attorney that it has secured all insurance required under this section. Contractor shall procure
and maintain for the duration of the Agreement insurance against claims for injuries to persons
or damages to property that may arise from or in connection with the performance of work
hereunder by the Contractor, his agents, representatives, or employees. The cost of such
insurance shall be borne by the Contractor.

9.2.0 Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain
during the life of this Agreement all of the following insurance coverage:

9.2.1 Comprehensive general liability (CGL): Insurance Services Office Form CG 00 01
covering CGL on an “occurrence” basis, including products and completed operations, property
damage, bodily injury and personal and advertising injury with limits no less than Two Million
Dollars ($2,000,000.00) per occurrence. If a general aggregate limit applies, either the general
aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the
general aggregate limit shall be twice the required occurrence limit.

9.2.3 Automobile liability for any vehicle (Code 1) with a policy limit of not less than
Two Million Dollars ($2,000,000.00), combined single limits, per occurrence and aggregate for
bodily injury and property damage.

9.2.4 Workers' compensation insurance as required by the State of California, with
Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per
accident for bodily injury or disaster. Contractor agrees to waive, and to obtain endorsements
from its workers' compensation insurer waiving, subrogation rights under its workers'
compensation insurance policy against the City and to require each of its subcontractors, if any,
to do likewise under their workers' compensation insurance policies.

9.2.5 Professional errors and omissions ("E&O") liability insurance with policy limits of
not less than Two Million Dollars ($2,000,000.00), per occurrence or claim, and $4,000,000
policy aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the
life of this Agreement and for three years after completion of the work hereunder.

9.3.0 Endorsements. The comprehensive general liability insurance and auto
insurance policies shall contain or be endorsed to contain the following provisions:

9.3.1 Additional insureds: "The City of Inglewood and its elected and appointed
boards, officers, agents, and employees are additional insureds with respect to this subject
project and contract with City."

9.3.2 Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the
coverage reduced, until thirty (30) days after written notice is given to City. City will accept ten
(10) days prior written notice for non-payment of premium."

9.3.3 Primary Insurance & Non-Contributing insurance: "This insurance is primary and
any other insurance maintained by the City of Inglewood shall be excess and not contributing
with the insurance provided by this policy."

9.4 Deductibles. If any of such policies provide for a deductible or self-insured
retention to provide such coverage, the amount of such deductible or self-insured retention
shall be approved in advance by City. No policy of insurance issued as to which the City is an
additional insured shall contain a provision which requires that no insured except the named
insured can satisfy any such deductible or self-insured retention.

9.5 Hold Harmless: Contractor agrees to hold City harmless from any liability for
bodily or personal injury to or death of any person and for injury to or loss of any property
resulting from or arising out of the negligent or wrongful acts of Contractor, its officers,
employees, agents, or representatives, in performance or failure to perform any services
required by this Agreement.

ARTICLE 10 -- MISCELLANEOUS

10.1 Extra Work. Contractor shall not receive compensation for any services provided
outside the scope of services listed above unless approved by the City Council, prior to
Contractor performing the additional services, approves such additional services in writing. It
is specifically understood that oral requests and/or approvals of such additional services or
additional compensation shall be barred and are unenforceable. Contractor shall not charge
and City shall not pay any finance charges and/or late fees on any overdue invoices.

10.2 Authority to Sign Agreement. The person executing this Agreement on behalf
of the Contractor warrants that: (1) the Contractor is duly organized and existing; (2) he/she is
duly authorized to execute this Agreement on behalf of the Contractor; (3) by so executing this
Agreement, the Contractor is formally bound to the provisions of this Agreement; and (4) the
entering into this Agreement does not violate any provision of any other Agreement to which
the Contractor is bound.

10.3 Right to Audit. City shall have access to and the right to examine, audit, excerpt
copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. City
auditors, at all reasonable times, shall have access to the offices of Contractor and its
subcontractors, and all necessary records, and shall be provided adequate working area for the
City auditors to conduct audits in compliance with this Agreement. Such working area shall
include: a desk, chair, calculator and telephone, and shall have ready access to a photocopy
and facsimile machine. City auditors shall be allowed to interview any employee of Contractor
and its subcontractors throughout the term of this Agreement and for a period of three (3) year
after final payment or longer if required by law.

All materials, including all pertinent financial records and proprietary data, shall be
stored and maintained by Contractor at its main facility. Originals and/or copies of such
documents or records shall be provided, at Contractor's expense, directly to the City.

Where City has reason to believe that any of the documents or records required to be
maintained pursuant to this section may be lost or discarded due to dissolution or termination
of Contractor's business, City may, by written request, require that custody of such documents
or records be maintained by the requesting party. Access to such documents and records shall
be granted to City, as well as to its successors-in-interest and authorized representatives.

10.4 Non-Assignability. Contractor shall not assign any interest in this Agreement and
shall not transfer any interest in the same, whether by assignment or novation, without prior
written approval of City.

10.5 Prevailing Wages. Contractor is aware of the requirements of California Labor
Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8,
section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage
rates and the performance of other requirements on "public works" and "maintenance"
projects. If the Services are subject to the Prevailing Wage Laws, Contractor agrees to fully
comply with such Prevailing Wage Laws.

10.6 Equal Opportunity Employment. Contractor shall not engage in unlawful
employment discrimination. Such unlawful employment discrimination includes, but is not
limited to, employment discrimination based upon a person's race, religious creed, color,
national origin, ancestry, physical handicap, medical condition, marital status, gender,
citizenship or sexual orientation.

10.7 Labor Certification. By its signature hereunder, Contractor certifies that it is
aware of the provisions of Section 3700 of the California Labor Code which require every
employer to be insured against liability for Worker's Compensation or to undertake self-
insurance in accordance with the provisions of that Code, and agrees to comply with such
provisions before commencing the performance of the Services.

10.8 No Third Party Beneficiaries. There are no intended third party beneficiaries of
any right or obligation assumed by the Parties.

10.9 Interpretation. The parties waive any benefits from the principles of contra
proferentum and interpreting ambiguities against drafters. No party shall be deemed to be the
drafter of this Agreement, or of any particular provision or provisions, and no part of this
Agreement shall be construed against any party on the basis that the particular party is the
drafter of any part of this Agreement.

10.10 Titles. Article titles, paragraph titles or captions contained herein are inserted
as a matter of convenience and for reference, and in no way define, limit, extend, or describe
the scope of this Agreement or any provision hereof.

10.11 Counterparts. This Agreement may be executed in counterparts, and when
each party hereto has signed and delivered at least one such counterpart, each counterpart
shall be deemed an original and, when taken together with the other signed counterparts, shall
constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

10.12 Severability; Invalidity. In the event that any condition or covenant herein is
held to be invalid or void by any court of competent jurisdiction, the same shall be deemed
severable from the remainder of the Agreement and shall in no way affect any other covenant
or condition herein contained as long as the invalid provision does not render the Agreement
meaningless with regard to a material term in which event the entire Agreement shall be void.
If such condition, covenant, or other provision shall be deemed invalid due to its scope of
breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted
by law.

10.13 Governing Law; Venue. This Agreement shall be interpreted, construed and
governed according to the laws of the State of California. In the event of litigation between the
parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior
Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In
the event of litigation in the United States District Court, venue shall lie exclusively in the
Central District of California, in Los Angeles.

10.14 Entire Agreement. This Agreement is the entire, complete, final and exclusive
expression of the parties with respect to the matters addressed therein and supersedes all
other Agreements or understandings, whether oral or written, or entered into between
Contractor and City prior to the execution of this Agreement. No statements, representations
or other Agreements, whether oral or written, made by any party which are not embodied
herein shall be valid and binding unless in writing and duly executed by the parties or their
authorized representatives.

IN WITNESS WHEREOF, the City of Inglewood and Contractor, have executed this
Agreement as of the date first above written.

CITY OF INGLEWOOD

__________________________
James T. Butts, Jr., Mayor

ATTEST:

__________________________
Aisha L. Thompson, City Clerk

LEVERAGE INFORMATION SYSTEMS, INC.

Terry Woodruff, Executive Vice President

APPROVED AS TO FORM

__________________________
Kenneth R. Campos, City Attorney
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PLC Insurance Services
19401 40th Ave W, Suite 440
Lynnwood, WA 98036

CONTACT NAME: Tiffany Brewster
PHONE: (425) 275-0557
FAX: (425) 275-0557
EMAIL: tiffany@plcins.com

INSURER(S) AFFORDING COVERAGE
NAIC #
Federal Insurance Co 20281
ACE American Insurance 22667

INSURED
Leverage Information Systems, Inc.
Communication Specialists, Inc.
Federal Network Services, Inc.
PO Box 830
Woodinville, WA 98072

Derald Brenneman

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

A X COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE  X OCCUR
Stop Gap Empirs Liab

GENL AGGREGATE LIMIT APPLIES PER:
POLICY  X LOC

OTHER:

X 36075653 3/22/2023 3/22/2024

A X AUTOMOBILE LIABILITY
ANY AUTO
OWNED
SCHEDULED AUTOS
X HIRD
X MONTAINED AUTOS

X 73626991 3/22/2023 3/22/2024

A X UMBRELLA LIABILITY
EXCESS LIAB
CLAIMS-MADE

X 78196054 3/22/2023 3/22/2024

A X WORKERS COMPENSATION
AND EMPLOYERS LIABILITY

Y IN
N/A

X 71836805 3/22/2023 3/22/2024

B Professional E&O

097148909 3/22/2023 3/22/2024

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES (ACORD 10), Additional Remarks Schedule, may be attached if more space is required. City of Inglewood, its board members, officials, officers, agents, contractors, employees and volunteers are included as Additional Insured for General Liability ongoing and completed operations per attached forms. 30 Day Notice of Cancellation applies. Primary Non-Contributory wording and Waiver of Subrogation applies, per attached forms.

CERTIFICATE HOLDER
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD.
General Liability

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract Coverage, Definitions, Limitations Of Insurance; Exclusions; Conditions and Definitions,  as well as the Declarations, Coverage and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations and other persons or organizations qualifying as a Named Insured under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named Insured, other persons or organizations may qualify as Insureds. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in bold print have special meanings and are defined in the Definitions sections of this contract.

Coverages

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the Insured becomes legally obligated to pay by reason of liability:

• imposed by law; or
• assumed in an insured contract;

for bodily injury or property damage caused by an occurrence to which this coverage applies.

This coverage applies only to such bodily injury or property damage that occurs during the policy period.

Damages for bodily injury include damages claimed by a person or organization for care or loss of services resulting at any time from the bodily injury.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay any other person or organization under this coverage.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the Insured becomes legally obligated to pay by reason of liability:

• imposed by law; or
• assumed in an insured contract;

for advertising injury or personal injury to which this coverage applies.

This coverage applies only to such advertising injury or personal injury caused by an offense that is first committed during the policy period.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay any other person or organization under this coverage.

Coverages

Medical Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will pay medical expenses for bodily injury caused by an accident to which this coverage applies:

• that takes place on premises rented to or owned by you; or
• in connection with your operations;

provided that such:

• accident occurs during the policy period;
• expenses are incurred and reported to us within three (3) years of the date of the accident; and
• person who sustains such bodily injury submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

We have no other obligation or liability under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the insured against a suit, even if such suit is false, fraudulent or groundless.

If such a suit is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

• the Insured; and
• if applicable, the indemnity of the Insured, provided the obligation to defend, or the cost of the defense of, such indemnity has been assumed by such Insured in an insured contract.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any suit seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any occurrence or offense and settle any claim or suit.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a suit against an Insured we defend:

A. the expenses we incur:
B. the cost of:
   1. bail bonds; or
   2. bonds required to:
      a. appeal judgments; or
**General Liability**

**Supplementary Payments (continued)**

6. release attachments,
   but only the bond amount within the applicable Limit of Insurance. We do not have to
   furnish these bonds.

C. reasonable expenses incurred by the insured in any request to assist in the investigation of
   defense of such claim or suit, including actual loss of earnings up to $1,000 a day because of
   time off from work;

D. court taxes against the insured in the suit, except any:
   1. attorney fees or litigation expenses;
   2. other fees, costs or expenses;

in connection with any injunction or other available relief.

E. prejudgment interest awarded against the insured on any part of a judgment we pay. If we
   make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment
   interest based on that period of time after the offer.

F. interest on the full amount of a judgment that accrues after entry of the judgment and before
   we have paid, offered to pay or deposited in court the part of the judgment that is within the
   applicable Limit of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit of Insurance.

**Coverage Territory**

This insurance applies anywhere, provided the insured's responsibility to pay damages to which
this insurance applies, is determined in a suit on the merits brought to the United States of America
(including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we
agree.

**Who Is An Insured**

**Sole Proprietorships**

If you are an individual, you and your spouse are insured; but you and your spouse are insured only
with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper irrevocable custody of your property are insured; but
  they are insured only with respect to the maintenance or use of such property and only for
  acts until your legal representative has been appointed and

- your legal representatives are insured; but they are insured only with respect to their
  duties as your legal representatives. Such legal representatives will assume your rights and
  duties under this insurance.

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**Who Is An Insured (continued)**

**Partnerships Or Joint Ventures**

If you are a partnership (including a limited liability partnership) or a joint venture, you are an
insured. Your partners and their spouses are insured, but they are insured only with respect to the
conduct of your business.

**Limited Liability Companies**

If you are a limited liability company, you are an insured. Your members and their spouses are
insured; but they are insured only with respect to the conduct of your business. Your managers
are insured; but they are insured only with respect to their duties as your managers.

**Other Organizations**

If you are an organization (including a professional corporation) other than a partnership, joint
venture or limited liability company, you are an insured. Your directors and officers are insured;
but they are insured only with respect to their duties as your directors or officers. Your
stockholders and their spouses are insured; but they are insured only with respect to their
liability as your stockholders.

**Employees**

Your employees are insured; but they are insured only for acts within the scope of their
employment by you or while performing duties related to the conduct of your business.

However, no employee is an insured for:

A. bodily injury, advertising injury or personal injury:
   1. to you, to any of your directors, managers, members, officers or partners (whether or
      not an employee) or to any co-employee within such injured person is either in the
      course of his or her employment or while performing duties related to the conduct of
      your business;
   2. to the brother, child, parent, alien or spouse of such injured person as a consequence
      of any injury described in subparagraph A.1. above; or
   3. for which there is any obligation to share damages with or repay someone else who
      meets any damages because of any injury described in subparagraph A.1. or A.2. above.

With respect to bodily injury only, this limitation does not apply to:

- you or to your directors, managers, members, officers or partners as
  insured;

B. property damage to any property owned, occupied or used by you or by any of your
   directors, managers, members, officers or partners (whether or not an employee) or by
   any of your employees.

This limitation does not apply to property damage to premises while rented to you or
temporarily occupied by you with permission of the owner.

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General Liability

Who Is An Insured

(continued)

Volunteers

Persons who are volunteer workers for you are insured; but they are insured only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons other than your employees or organizations acting as your real estate managers are insured; but they are insured only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to mobile equipment registered to your owner under a motor vehicle registration law:
A. persons driving such equipment as a public road with your permission are insured and
B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are insured; but they are insured only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an insured with respect to:

- bodily injury to any co-employee of the person driving the equipment;
- property damage to any property owned or occupied by or leased or rented to you, or in your charge or the charge of the employer of any person who is an insured under this provision.

Vendors

Persons or organizations who are vendors of your products are insured; but they are insured only with respect to their liability for damages for bodily injury or property damage resulting from the distribution or sale of your products in the regular course of their business and only if this insurance applies to the products-completed operations hazard.

However, no person or organization is an insured with respect to:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for bodily injury or property damage that such vendor would have in the absence of such contract or agreement;
- representation or warranty unreasonably by you;
- physical or chemical change in your products made intentionally by the vendor;
- reprocessing, unless requested solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then reprocessed in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of your products;
- deinstallation, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of your products;
- of your products which, after distribution or sale by you, have been labeled or repackaged or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

(continued)

Vendors

Further, no person or organization from whom you have acquired your products, or any carrier, transitor, or owner or occupier of any premises on which or in which your products are stored, are insured under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are insured; but they are insured only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an insured with respect to:

- damage arising out of their sole negligence;
- occurrence that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are insured; but they are insured only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an insured with respect to:

- damages arising out of their sole negligence;
- occurrence that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

If there is no other insurance available, the following organizations will qualify as insured:

a. a subsidiary organization of the first named insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, each such named insured owns or controls, either directly or indirectly, more than fifty (50) percent of the interest entitled to vote generally in the election of the governing body of such organization; or
b. a subsidiary organization of the first named insured shown in the Declarations that such first named insured acquires or merges during the policy period, if at the time of loss such first named insured owns or controls, either directly or indirectly, more than fifty (50) percent of the interest entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an insured with respect to the conduct of any person or organization that is not shown to be named insured in the Declarations.

B. No person or organization is an insured with respect to the:

1. ownership, maintenance or use of any assets; or
2. conduct of any person or organization whose assets, business or organization;
General Liability

Who Is An Insured

Limitations On Who Is An Insured

(continued)

You acquire, either directly or indirectly, for any:

• bodily injury or property damage that occurred or
• advertising injury or personal injury arising out of an offense first committed:

1. in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declaration and the limits below the most we will pay, regardless of the number of:

• Insureds;

• claims made or suits brought; or

• persons or organizations making claims or bringing suits.

The Limits Of Insurance apply separately to each insured and to each occurrence and to any running period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declaration, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

• damages for bodily injury and property damage, except damages included in the Products-Completed Operations Aggregate Limit; and
• medical expenses.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for bodily injury and property damage included in the products-completed operations hazard.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for advertising injury and personal injury.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

• damages for bodily injury and property damage; and
• medical expenses;

arising out of any one occurrence.

Any amount paid for damages or medical expenses will reduce the amount of the applicable aggregate limit available for any other payment.

Limits Of Insurance

Each Occurrence Limit

(continued)

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for property damage in any one occurrence while rented to you or temporarily occupied by you with permission of the owner.

Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of medical expenses under Medical Expenses coverage, for bodily injury sustained by any one person.

Bodily Injury/Property Damage Exclusions

None of the following exclusions, except "Contract", "Expected Or Intended Injury" and "Loss In Progress", apply to property damage to premises while rented to you or temporarily occupied by you with permission of the owner.

Aircraft, Auto Or Watercraft

This insurance does not apply to bodily injury or property damage arising out of the ownership, maintenance, use (or one includes operation and loading or unloading) or transportation of any:

• aircraft;

• auto; or

• watercraft; owned or operated by or listed or rented to any Insured.

This exclusion does not apply to:

A. a watercraft while under its premises owned by or rented to you;

B. a watercraft you do not own, provided that it:

1. is less than fifty-five (55) feet long; and

2. does not transport persons or cargo for a charge;

C. the parking of an auto on premises owned by or rented to you provided the auto is not owned by or listed or rented to you or the Insured;

D. the liability for damages sustained in an insured contract arising from the ownership, maintenance or use, by others, of an aircraft or watercraft;

E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of mobile equipment; or

F. an aircraft you do not own, provided that:

1. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
General Liability

Bodily Injury/Property Damage Exclusions

Aircraft, Autos Or Watercraft

1. It is rented with a trained, paid crew; and
2. It is not used for vocational training or flight instruction.

Alcohol Beverage Type Businesses

This insurance does not apply to bodily injury or property damage for which any insured may be held liable by reason of:

- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Contracts

This insurance does not apply to bodily injury or property damage for which the insured is

- obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such insured would have in the absence of such contract or agreement;
- in an oral or written contract or agreement that is not an insured contract, provided the bodily injury or property damage, in which this insurance applies, occurs after the execution of such contract or agreement.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to bodily injury or property damage to any:

- personal property leased or rented to you;
- property held by you on your behalf for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment owned by you or on your behalf in performing operations;
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a subcontract agreement.

Damage To Your Product

This insurance does not apply to bodily injury or property damage to your product arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to bodily injury or property damage to your work arising out of it or any part of it and included in the products-completed operations hazard.

Damage To Impaired Property Or Property Not Physically Injured

This insurance does not apply to property damage to:

- impaired property; or
- property that has not been physically injured; arising out of any:
- defect, deficiency, insalubrity or insanitary condition in your product or your work; or
- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions. This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to your product or your work after it has been put to its intended use.

This insurance does not apply to property damage to any property owned by you.

Employer's Liability

A. This insurance does not apply to bodily injury to an employee of the insured arising out of and in the course of:

1. employment by the insured;
2. performing duties related to the conduct of the insured's business.

B. This insurance does not apply to bodily injury to the friend, child, parent, spouse or member of such employee as a consequence of any injury described in paragraph A above.

This exclusion applies:

- whether the insured may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A or B above.
General Liability

Bodily Injury/Property Damage Exclusions

Employer's Liability
This exclusion does not apply to the liability for damages sustained by the insured in an insured contract.

Expected Or Intended Injury
This insurance does not apply to bodily injury or property damage arising out of an act that:
- is intended by the insured;
- would be expected from the standpoint of a reasonable person in the circumstances of the insured;
- to cause bodily injury or property damage, even if the actual bodily injury or property damage is of a different degree or type than intended or expected.

This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or tangible property.

Loss In Progress
This insurance does not apply to bodily injury or property damage that is a charge, conclusion, or assumption of any bodily injury or property damage known to you, prior to the beginning of the policy period, to have occurred.

Bodily injury or property damage will be deemed to be known by you:
A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:
   1. you;
   2. any of your directors, managers, members, officers (or their designates) or partners (whether or not an employee); and
B. when any person described in paragraph A, above:
   1. reports it, or any part, of any such injury or damage to us or any other insurer;
   2. receives a claim or a demand for damages because of any such injury or damage; or
   3. becomes aware that any such injury or damage has occurred or has begun to occur.

Mobile Equipment/Transportation
This insurance does not apply to bodily injury or property damage arising out of the transportation of mobile equipment by an auto owned or operated by or loaned or rented to any insured.

Advertising Injury/Personal Injury Exclusions

Breach Of Contract
This insurance does not apply to advertising injury or personal injury arising out of breach of contract.

Continuing Offenses
This insurance does not apply to advertising injury or personal injury that arises out of that part of an offense that continues or remains after the time of the end of the policy period of:
A. this insurance;
B. a subsequent, continuous renewal or replacement of this insurance, that:
   1. is issued to you by us or by an affiliate of ours;
   2. remains in force while the offense continues; and
   3. would otherwise apply to advertising injury and personal injury.

Contracts
This insurance does not apply to advertising injury or personal injury for which the insured is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:
- for such insured would have in the absence of such contract or agreement;
- assumed in a written contract or agreement that is an insured contract, provided the advertising injury or personal injury, so which this insurance applies, is caused by an offense that continues after the execution of such contract or agreement.

Crime Or Fraud
This insurance does not apply to advertising injury or personal injury arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the insured.

Expected Or Intended Injury
This insurance does not apply to advertising injury or personal injury arising out of an offense, committed by or on behalf of the insured, that:
- is intended by such insured;
- would be expected from the standpoint of a reasonable person in the circumstances of such insured;
- to cause injury.

Failure To Conform To Representations Or Warranties
This insurance does not apply to advertising injury or personal injury arising out of the failure of goods, products or services to conform with any express or implied, written or other representation or warranty of merchantability, fitness, performance, quality or use.

Internet Activities
This insurance does not apply to advertising injury or personal injury arising out of:
- controlling, creating, designing or developing of another's Internet site.
General Liability

Advertising Injury/Personal Injury Exclusions

Internal Activities

- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site;
- publication of content or materials on or from the Internet, other than material developed by you or at your direction.

Media Type Businesses

This insurance does not apply to advertising injury or personal injury arising out of an offense committed by or on behalf of an insured whose business is publishing, telecasting, transmitting or telecasting.

This exclusion does not apply to personal injury caused by an offense described in subparagraphs A, B, or C of the definition of personal injury.

Prior Offenses

This insurance does not apply to advertising injury or personal injury arising out of any offense committed before the beginning of the policy period.

Publications With Knowledge Of Falsity

This insurance does not apply to advertising injury or personal injury arising out of any article, book, written or other publication of content or material by or with the consent of the insured:
- with knowledge of its falsity;
- if a reasonable person in the circumstances of such insured would have known such content or material to be false.

Wrong Description Of Prices

This insurance does not apply to advertising injury or personal injury arising out of any wrong description of the price of goods, products or services.

Medical Expenses Exclusions

Athletic Activities

This insurance does not apply to medical expenses arising out of bodily injury to any person injured while taking part in athletics.

Injury To Insured

This insurance does not apply to medical expenses arising out of a bodily injury to any insured, except a volunteer worker.
General Liability

Policy Exclusions

Employment-Related Practices (continued)

7. a. violation of a contract or agreement;
   b. violation of any right of occupancy;
   c. violation of any right of privacy or publicity;
   d. termination of employment or
   e. violation of any right of occupancy;
   f. violation of any right of privacy or publicity;
   g. termination of employment or
   h. violation of any right of occupancy;
   i. violation of any right of privacy or publicity;
   j. termination of employment or
   k. violation of any right of occupancy;
   l. violation of any right of privacy or publicity;
   m. termination of employment or
   n. violation of any right of occupancy;
   o. violation of any right of privacy or publicity;
   p. termination of employment or
   q. violation of any right of occupancy;
   r. violation of any right of privacy or publicity;
   s. termination of employment or
   t. violation of any right of occupancy;
   u. violation of any right of privacy or publicity;
   v. termination of employment or
   w. violation of any right of occupancy;
   x. violation of any right of privacy or publicity;
   y. termination of employment or
   z. violation of any right of occupancy;

D. This insurance does not apply to any damage sustained at any time by the brother, child, parent, sister, or spouse of such person as the insured under any employment-related act, omission, policy, practice, or representation in connection with any business at any time.

This exclusion applies:
- whether the insured may be liable to an employer or to any other person; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost, or expense incurred by you or others for any:

A. enhancement or maintenance of any property;
B. prevention of any injury or damage to any;
1. persons or organizations;
2. property you own, rent, or occupy.

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged bodily injury, property damage, advertising injury, or personal injury arising out of, giving rise to, or in any way related to any actual or alleged:
- actual; or
- infringement or violation;
- by you or any person or organization (including any insured) of any intellectual property law or right.

This exclusion applies, unless such injury:
- is caused by an offense described in the definition of advertising injury; and
- does not arise out of, give rise to, or in any way relate to any actual or alleged advertisement, infringement or violation of any intellectual property law or right, other than one described in the definition of advertising injury.

Policy Exclusions

Nuclear Energy

A. This insurance does not apply to bodily injury, property damage, advertising injury, or personal injury:

1. with respect to which any insured under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy had for its termination upon exhaustion of the limits of insurance; or
2. arising out of the nuclear hazardous properties of nuclear material and with respect to which:
   a. any person or organization is required to maintain financial protection as persons to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
   b. the insured is, or that this policy not being issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. This insurance does not apply to bodily injury, property damage, advertising injury, or personal injury arising out of the nuclear hazardous properties of nuclear material:

1. if the nuclear material:
   a. is at any nuclear facility owned by, or operated by on behalf of, any insured;
   b. has been discharged or dispersed theretofore; or
   c. is contained in nuclear waste or at any time transported, handled, stored, disposed of, processed, treated, or produced on or by an entity of any insured; or
2. in any way related to the furnishing by any insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2.
   applies only to nuclear property damage to such nuclear facility and any property thereto.

Pollution

A. This insurance does not apply to bodily injury, property damage, advertising injury, or personal injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

1. at or from any premises, site or location which is or was at any time owned or occupied by, or leased or rented to, any insured;
2. at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storing, disposal, processing or treatment of waste...
**General Liability**

**Policy Exclusions**

**Pollution**

(continued)

3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
   a. Insured; or
   b. Person or organization for whom any Insured may be legally responsible; or
4. at or from any premises, site or location on which any Insured or any contractor or subcontractor working directly or indirectly on any Insured's behalf is performing operations, if that:
   a. pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor; or
   b. operations are to test for, monitor, clean up, remove, contain, treat, destroy or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraph A.2. above does not apply to bodily injury or property damage caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts. If such operating fluid escapes directly from the particular part of such mobile equipment designed for its manufacturer to build, move or receive them, then, this exception does not apply if such bodily injury or property damage arises out of any discharge, dispersal, release or escape of pollutants, thus:
   • was intended by the insured;
   • would have been expected from the standpoint of a reasonable person in the circumstances of the insured;
   • was a necessary part of operations performed by any Insured, contractor or subcontractor; or
   • occurred during the process of testing the mobile equipment or changing or replenishing any operating fluid.

Subparagraph A.3. above does not apply to bodily injury or property damage if sustained within a building and caused by the escape of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.

Subparagraph A.4. above does not apply to bodily injury if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building.

Subparagraphs A.1., A.2. and A.3. above do not apply to bodily injury or property damage caused by heat, smoke or fumes from a boiler fire.

ii. This insurance does not apply to any loss, cost or expense arising out of any:
   1. request, demand, order or regulatory or statutory requirement that any Insured or others act for, monitor, clean up, remove, contain, treat, destroy or neutralize, or in any way respond to, or assess the effects of pollutants; or

**Policy Exclusions**

**Pollution**

(continued)

2. claim or proceeding by or on behalf of a governmental authority or other for damages because of testing for, monitoring, cleaning up, removing, containing, treating, destroying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Paragraph 1 above does not apply to the liability for damages, for property damage, that the Insured would have had in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for property damage, to premises while stored to you or temporarily accepted by you with permission of the owner and caused by a hostile fire, explosion, smoke or leakage from fire protective equipment.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

**Recall Of Products, Work Or Impaired Property**

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
   • your product;
   • your work; or
   • impaired property;

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**Workers’ Compensation Or Similar Laws**

This insurance does not apply to any obligations of the insured under any workers’ compensation, disability benefit or unemployment compensation law or any similar law.

**Conditions**

**Arbitration**

We are entitled to exercise all of the Insured’s rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the Insured.

**Bankruptcy**

Bankruptcy or insolvency of the Insured or of the Insured’s estate will not relieve us of our obligations under this insurance.
General Liability

Conditions

(continued)

Disclosures And
Representations

We have issued this insurance:
• based upon representations you made to us; and
• in reliance upon your representations.

Unintentional failure of an employee of the insured to disclose a fact or other material information will not violate this condition, unless an officer (whether or not an employee) of any insured or an officer's designee knows about such material or other material information.

Duties In The Event Of Occurrence, Offense, Claim Or Suit

A. You must see to it that we and any other insurer are notified as soon as practicable of any occurrence or offense that may result in a claim, if the claim may involve us or such other insurer. To the extent possible, notice should include:
1. how, when and where the occurrence or offense happened;
2. the names and addresses of any injured persons and witnesses; and
3. the nature and location of any injury or damage arising out of the occurrence or offense.

B. If a claim is made or suit is brought against any insured, you must:
1. immediately record the specifics of the claim or suit and the date received;
2. notify us and other insurers as soon as practicable; and
3. see to it that we receive written notice of the claim or suit as soon as practicable.

C. You and any other involved insured must:
1. immediately send us copies of any demands, notices, summons or legal papers received in connection with the claim or suit;
2. authorize us to obtain records and other information;
3. cooperate with us and other insurers in the:
   a. investigation or settlement of the claim or
   b. defense against the suit; and
4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of loss to which this insurance may also apply.

D. No insureds will, except as this insured's own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.

E. Notice given by or on behalf of:
1. the insured;
2. the injured person or
3. any other claimant;
so a licensed agent or with particulars sufficient to identify the insured shall be deemed notice to us.

Legal Action Against Us

A. No person or organization has a right under this insurance to:
• join as a party or otherwise bring us into a suit seeking damages from an insured; or
• sue us on this insurance unless all the terms and conditions of this insurance have been fully complied with.

B. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an accident:
• in a civil proceeding;
• arbitration or other alternative dispute resolution proceeding;
• but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the insured for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for your work;
B. that is insurance that applies to property damage to premises rented to you or temporarily occupied by you with permission of the owner;
C. if the loss arises out of aircraft, watercraft or spacecraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);
General Liability

Conditions

Other Insurance

D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you;
2. under which you are included as an insured or
E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend such insured against such suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:
- amount that all other insurance would pay for loss in the absence of this insurance and
- of all deductible and self-insured amounts under all other insurance.

We will share the reinstating loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method airt. Under this method each insurer contributes an equal amount until it has paid its applicable limits of insurance or some of the last named, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rates and men.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In such case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insurers

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned to this insurance by the first named insured, this insurance applies:
- as if each named insured were the only named insured; and
- separately to each insured against whom claim is made or suit is brought.
General Liability

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS
AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS
DESCRIBED BELOW:

Advertisement

Advertisement means an electronic, oral, written or other notice, about goods, products or services,
designed for the specific purpose of attracting the general public or a specific market segment to
the such goods, products or services.

Advertisement does not include any e-mail address, Internet domain name or other electronic
address or mailing address.

Advertising Injury

Advertising injury means injury, other than bodily injury, property damage or personal injury,
resulting from: (a) a person or organization and caused by an offense of libel, slander, invasion of
privacy, or trade libel, in that particular part of your advertisement about your goods, products or services
on the date:

- copyrighted advertisement;
- registered collective mark, registered service mark or other registered trademark, trade
mark, symbol or title.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by you, the Insured and the
claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product or
other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads,
including any attached machinery or equipment, but auto does not include mobile equipment.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;
resulting from an accident and is caused by or proximately caused by:

Employee

Employee includes a leased worker. Employee does not include a temporary worker.

Hostile Fire

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to
be.

Impaired Property

Impaired property means tangible property, other than your product or your work, that cannot
be used or is not useful because:

- it incorporates your product or your work that is known or ought to be defective,
defective, inadequate or dangerous;
- you have failed to fulfill the terms or conditions of a contract or agreement;
- such property can be restored to use by:
- the repair, replacement, adjustment or removal of your product or your work; or
- the fulfilling the terms or conditions of the contract or agreement.

Insured

Insured means a person or an organization qualifying as an Insured in the Wording An Insured
section of this contract.

Insured Contract

Insured contract:

A. means:

1. a lease of premises;
2. a letter of agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in
connection with work for a municipality;
5. an agreement which a municipality or a corporation;
6. any other contract or agreement pertaining to your business (including an
insurance policy) to which you assume the tort liability of another person or organization
for damages, in which this insurance applies, assigned to you by another person or
organization.

B. does not include that part of any contract or agreement that indemnifies an architect,
engineer or surveyor for damages arising out of:

1. preparing, approve or failing to prepare or approve maps, drawings, opinions,
reports, surveys, field orders, change orders, plans or specifications; or
2. giving directions or instructions, or failing to give them.
General Liability

Definitions

When used with respect to insurance under this contract, words and phrases that appear in bold print have the special meanings described below:

Intellectual Property Law

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other rights as, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. Leased worker does not include a temporary worker.

Loading Or Unloading

Loading or unloading:

A. means the handling of property:
   1. after it is moved from the place where it is accepted for movement into or onto an aircraft, auto or watercraft;
   2. while it is in or on an aircraft, auto or watercraft;
   3. while it is being moved from an aircraft, auto or watercraft to the place where it is finally delivered.

B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, auto or watercraft.

Medical Expenses

Medical expenses means reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthesis devices; and
- ambulance, hospital, professional nursing and funeral services.

Mobile Equipment

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

A. bulldozers, front machinery, backhoes and other vehicles designed for use principally off public roads;
B. vehicles maintained for use solely on premises owned by or rented to you;
C. vehicles that travel on crawler tracks.

Nuclear Facility

Nuclear facility means any:

A. nuclear reactor;
B. equipment or device designed or used for:
   1. separating the isotopes of plutonium or uranium;
   2. processing or utilizing nuclear spent fuel; or
   3. handling, processing or packaging nuclear waste;
C. equipment or device used for the processing, fabricating or alloying of nuclear material, if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than:
   1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
   2. two-hundred-fifty (250) grams of uranium 235.
General Liability

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Nuclear Facility

D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of nuclear waste;
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Hazardous Properties

Nuclear hazardous properties includes radioactive, toxic or explosive properties.

Nuclear Material

Nuclear material means by-product material, source material or special nuclear material.

By-product material, source material and special nuclear material have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amending thereof.

Nuclear Property Damage

Nuclear property damage includes all forms of radioactive contamination of property.

Nuclear Reactor

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material.

Nuclear Spent Fuel

Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

Nuclear Waste

Nuclear waste means any waste material:
- containing nuclear material, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore not processed primarily for its source material content; and
- resulting from the operation by any person or organization of any nuclear facility described in subparagraphs A. or B. of the definition of nuclear facility.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

Officer means a person holding any of the officer positions created by an organization’s charter, constitution, by-laws or any other similar governing documents.
General Liability

Definitions

When used with respect to insurance under this contract, words and phrases that appear in bold print have the special meanings described below:

Products-Completed Operations Hazard (continued)

2. the existence ofobi, uninstalled equipment, or abandoned or unused materials, or
3. products or operations for which the classification in our rules indicates that such products or operations are subject to the Products-Completed Operations Aggregate Limit of Insurance.

Property Damage

Property damage occurs:
- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it or
- loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

Suit

Suit means any civil proceeding in which damages, to which this insurance applies, are sought. Suit includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the insured must submit or does submit with our consent.

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

Your Product

Your product:

A. means any:
1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
   a. you;
   b. others dealing under your name;
   c. a person or organization whose assets or business you have acquired, and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

B. includes:
1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of your product, and
2. the providing of or failure to provide instructions or warnings.

C. does not include vending machines or other property leased or rented to or located for the use of others but not sold.
COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**
This endorsement modifies the Business Auto Coverage Form.

1. **EXTENDED CANCELLATION CONDITION**
   Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
   b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. **BROAD FORM INSURED**
   A. **Subsidiaries and Newly Acquired or Formed Organizations As Insureds**
      The Named Insured shown in the Declarations is amended to include:
      1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form.
         However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
      2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
         (a) That is an "insured" under any other automobile policy;
         (b) That has exhausted its Limit of Insurance under any other policy; or
         (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.
      Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.
   B. **Employees as Insureds**
      Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
      d. Any "employee" or yours while using a covered "auto" you don’t own, hire or borrow in your business or your personal affairs.
   C. **Lessors as Insureds**
      Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
      e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
         (1) The agreement requires you to provide direct primary insurance for the lessor; and
         (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
      However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
      1. You;
      2. Any of your "employees" or agents;
      3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.
   D. **Persons And Organizations As Insureds Under A Written Insured Contract**
      Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
      f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
      However, such person or organization is an "insured" only:
d. **Rental Expense**
   We will pay the following expenses that you or any of your “employees” are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
   MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
   1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or “loss” of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
   2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered “loss”; and
   3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
   4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. **EXTRA EXPENSE – BROADENED COVERAGE**
   Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
   e. **Recovery Expense**
      We will pay for the expense of returning a stolen covered “auto” to you.

8. **AIRBAG COVERAGE**
   Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
   Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
   b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
      (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
      (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
      (3) An integral part of such equipment.

10. **GLASS REPAIR – WAIVER OF DEDUCTIBLE**
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following “attaching clause” need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 3/22/23 at 12:01 A. M. standard time, forms a part of

Policy No. 71836805

issued to As per Schedule below

Federal Insurance Co

NAME OF INSURANCE COMPANY

Endorsement No. __________________________

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us. This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Blanket - As per per written contract/agreement
Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES
Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:
1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.
Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.
Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION
Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".
To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES
Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:
e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO - COVERAGE TERRITORY
Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE
Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.
In consideration of the payment of the premium, in reliance upon the Application, and subject to the Declarations and the terms and conditions of this Policy, the Insureds and the Insurer agree as follows:

I. INSURING AGREEMENTS

Coverage is afforded pursuant to those Insuring Agreements purchased, as shown in Item 4 of the Declarations.

T. TECHNOLOGY ERRORS AND OMISSIONS LIABILITY

The Insurer will pay Damages and Claim Expenses by reason of a Claim first made against an Insured during the Policy Period for a Technology Incident which first occurs on or after the Retroactive Date and prior to the end of the Policy Period.

A. CYBER INCIDENT RESPONSE FUND

The Insurer will pay Cyber Incident Response Expenses incurred by an Insured in response to a Cyber Incident first discovered by any Control Group Member during the Policy Period.

B. BUSINESS INTERRUPTION AND EXTRA EXPENSES

The Insurer will pay:

1. the Business Interruption Loss and Extra Expenses incurred by an Insured during the Period of Restoration resulting directly from a Cyber Incident which first occurs during the Policy Period; and

2. the Contingent Business Interruption Loss and Extra Expenses incurred by an Insured during the Period of Restoration resulting directly from a Cyber Incident which first occurs during the Policy Period.

C. DIGITAL DATA RECOVERY

The Insurer will pay the Digital Data Recovery Costs incurred by an Insured resulting directly from a Cyber Incident first discovered by any Control Group Member during the Policy Period.

D. NETWORK EXTORTION

The Insurer will reimburse Extortion Expenses incurred by an Insured in response to a Cyber Incident first discovered by any Control Group Member during the Policy Period.

E. CYBER, PRIVACY AND NETWORK SECURITY LIABILITY

The Insurer will pay Damages and Claim Expenses by reason of a Claim first made against an Insured during the Policy Period for a Cyber Incident which first occurs on or after the Retroactive Date and prior to the end of the Policy Period.

F. ELECTRONIC, SOCIAL AND PRINTED MEDIA LIABILITY

The Insurer will pay Damages and Claim Expenses by reason of a Claim first made against an Insured during the Policy Period for a Media Incident which first occurs on or after the Retroactive Date and prior to the end of the Policy Period.

II. DEFINITIONS

When used in this Policy:

Act of Cyber-Terrorism means: (i) any act, including force or violence, or the threat thereof, expressly directed against a Computer System operated by an Insured, by an individual or any group of individuals, whether acting alone, on behalf of or in connection with any entity or government to damage, destroy or access a Computer System without authorization; or, (ii) a targeted denial of service attack or transmittal of corrupting or harmful software code at or into the Insured's Computer System for social, ideological, religious, economic
Additional Insured – Blanket Pursuant to a Contract – DigiTech®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Chubb DigiTech® Enterprise Risk Management Policy

It is agreed that Section II, Definitions, Insured, subparagraph 6 is deleted and replaced with the following:

6. any natural person or entity for whom an Organization is required by written contract or agreement to provide insurance coverage under this Policy (hereinafter “Additional Insured”), but only with respect to Claims:
   a. arising out of any Incident committed after the Organization and the Additional Insured entered into such written contract or agreement;
   b. for any Incident committed by, on behalf of, or at the direction of the Organization; and
   c. subject to the lesser of the limits of insurance required by such written contract or agreement between the Organization and the Additional Insured, or the applicable Limits of Insurance of this Policy.

However, no natural person or entity shall be an Additional Insured with respect to any Claim arising solely out of such natural person’s or entity’s independent act, error, or omission. In the event of a disagreement between the Named Insured and the natural person or entity as to whether the Claim arises solely out of such natural person’s or entity’s independent act, error, or omission, it is agreed that the Insurer shall abide by the determination of the Named Insured on this issue, and such determination shall be made by the Named Insured within 20 days of the notification of the applicable Claim.

All other terms and conditions of this Policy remain unchanged.
or political reasons, including intimidating or coercing a government, a civilian population or disrupting any segment of an economy.

**Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any policy of which this **Policy** is a direct renewal or replacement. All such applications, assessments, attachments, information and materials are deemed attached to and incorporated into this **Policy**.

**Bodily Injury** means injury to the body, sickness, disease, or death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.

**Business Interruption Loss** means:

1. the **Insured’s** continuing normal operating and payroll expenses; and
2. the **Insured’s** net profit before income taxes that would have been earned had no **Interruption in Service** of the **Insured’s Computer System** occurred.

**Claim** means any:

1. written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
2. civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
3. arbitration or mediation proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the receipt of a written demand, or service of a complaint or similar pleading;
4. criminal proceeding against an **Insured** commenced by: (a) an arrest, or (b) a return of an indictment, information or similar document;
5. written request directed at an **Insured** to toll or waive a statute of limitations applicable to a **Claim** referenced in paragraphs 1-4 immediately above; or
6. **Regulatory Proceeding**,
   including, where applicable, any appeal therefrom.

**Claims Expenses** means the reasonable and necessary:

1. attorneys’ fees, mediation costs, arbitration expenses, expert witness fees and other fees and costs incurred by the **Insurer**, or by an **Insured** with the **Insurer’s** prior written consent, in the investigation and defense of a **Claim**; and
2. premiums for any appeal bond, attachment bond or similar bond, although the **Insurer** shall have no obligation to apply for or furnish such bond.

**Claims Expenses** shall not include wages, salaries or other compensation of directors, officers, similar executives, or employees of the **Insurer** or any **Insured**.

**Computer System** means computer hardware, software, **Telephone System**, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and storage area network or other electronic data backup facilities.

**Consumer Redress Fund** means a sum of money which an **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding**. **Consumer Redress Fund** shall not include any amounts paid which constitute taxes, fines, penalties, injunctive relief or sanctions.

**Contingent Business Interruption Loss** means:

1. the **Insured’s** continuing normal operating and payroll expenses; and
2. the **Insured’s** net profit before income taxes that would have been earned had no **Interruption in Service** of a **Shared Computer System** occurred.
Control Group Member means, as applicable, an Organization’s Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Information Security Officer, Chief Privacy Officer, Chief Technology Officer, General Counsel, Risk Manager, or the organizational or functional equivalent of such positions.

Costs means:

1. Cyber Incident Response Expenses;
2. Business Interruption Loss;
3. Contingent Business Interruption Loss;
4. Extra Expenses;
5. Digital Data Recovery Costs; or

Cyber Incident means:

1. with respect to Insuring Agreement A, Cyber Incident Response Fund,
   a. any actual or reasonably suspected Network Security Failure;
   b. any actual or reasonably suspected failure by an Insured, or any independent contractor for whom or for which an Insured is legally responsible, to properly handle, manage, store, destroy, protect, use or otherwise control Protected Information;
   c. any unintentional violation by an Insured of any Privacy or Cyber Law, including the unintentional wrongful collection of Protected Information by an Insured;
   d. any reasonably suspected Interruption in Service, provided a Limit of Insurance is shown in the Declarations applicable to Insuring Agreement B, Business Interruption And Extra Expenses; or
   e. any reasonably suspected Network Extortion Threat, provided a Limit of Insurance is shown in the Declarations applicable to Insuring Agreement D, Network Extortion;

2. with respect to Insuring Agreement B, Business Interruption And Extra Expenses, an actual Interruption in Service;

3. with respect to Insuring Agreement C, Digital Data Recovery, an actual Network Security Failure resulting in Digital Data Recovery Costs;

4. with respect to Insuring Agreement D, Network Extortion, an actual Network Extortion Threat; or

5. with respect to Insuring Agreement E, Cyber, Privacy And Network Security Liability, any error, misstatement, misleading statement, act, omission, neglect, breach of duty or other offense actually or allegedly committed or attempted by any Insured in their capacity as such, resulting in or based upon a Cyber Incident as referenced in paragraphs 1 – 4 immediately above.

Cyber Incident Response Coach means the law firm within the Cyber Incident Response Team, designated for consultative and pre-litigation legal services provided to an Insured.

Cyber Incident Response Expenses means those reasonable and necessary expenses paid or incurred by an Insured as a result of a Cyber Incident. Such expenses are as follows:

1. retaining the services of the Cyber Incident Response Coach;
2. retaining the services of a third party computer forensics firm to determine the cause and scope of a Cyber Incident;
3. retaining the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, an Insured;
4. retaining the services of a law firm to determine the Insured's rights under the indemnification provisions of a written agreement between the Insured and any other person or entity with respect to a Cyber Incident otherwise covered under Insuring Agreements A - E of this Policy;
5. expenses required to comply with Privacy or Cyber Laws, including:
   a. retaining the services of a law firm to determine the applicability of and actions necessary to comply with Privacy or Cyber Laws;
   b. drafting notification letters, and to report and communicate as required with any regulatory, administrative or supervisory authority;
   c. retaining call center and other related services for notification as required by law; or
   d. providing credit monitoring, credit freezing or credit thawing.
For purposes of this paragraph 5, compliance with Privacy or Cyber Laws shall follow the law of the applicable jurisdiction that most favors coverage for such expenses;
6. expenses not required to comply with Privacy or Cyber Laws, and with the Insurer’s prior consent, for:
   a. notifying a natural person whose Protected Information has been wrongfully disclosed or otherwise compromised, including retaining a notification service or the services of a call center;
   b. providing credit monitoring, credit freezing, credit thawing, healthcare record monitoring (where available), social media monitoring, password management service, or fraud alert services for those natural persons who accept an offer made by or on behalf of the Insured for, and receive, such services;
   c. retaining the services of a licensed investigator or credit specialist to provide fraud consultation to the natural persons whose Protected Information has been wrongfully disclosed or otherwise compromised;
   d. retaining the services of third party identity restoration service to natural persons identified by a licensed investigator as victims of identity theft directly resulting from a Cyber Incident otherwise covered under Insuring Agreements A or E;
   e. paying any reasonable amount to an informant for information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible for a Cyber Incident; or
   f. other services that are deemed reasonable and necessary by the Insurer.
Cyber Incident Response Expenses shall not include:
   i. costs or expenses incurred to update or improve privacy or network security controls, policies or procedures, or compliance with Privacy or Cyber Laws, to a level beyond that which existed prior to the applicable Cyber Incident;
   ii. taxes, fines, penalties, amounts for injunctive relief, or sanctions;
   iii. the Insured’s money or any money in the Insured’s care, custody, or control; or
   iv. wages, salaries, and other compensation of directors, officers, similar executives, or employees of an Organization, or internal operating costs, expenses, or fees of any Organization.

Cyber Incident Response Team means Pre-Approved Service Providers who provide services as defined in Cyber Incident Response Expenses.

Damages means compensatory damages, any award of prejudgment or post-judgment interest, Payment Card Loss, Consumer Redress Fund, settlements, and amounts which an Insured becomes legally obligated to pay on account of any Claim. Damages shall not include:
1. any amount for which an Insured is not financially liable or legally obligated to pay;
2. taxes, fines, penalties or sanctions imposed against an Insured, except for Payment Card Loss or Regulatory Fines otherwise covered under Insuring Agreement E;
3. matters uninsurable under the laws pursuant to which this Policy is construed;
4. punitive or exemplary damages, or the multiple portion of any multiplied damage award, except to the extent that such punitive or exemplary damages, or multiplied portion of any multiplied damage award, are insurable under the applicable laws of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the Insured, Insurer, this Policy, or the Claim giving rise to such damages;

5. the cost to an Insured to comply with any injunctive, remedial, preventative, or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;

6. considered owed or paid by or to an Insured, including any royalties, restitution, reduction, disgorgement or return of any payment, charges, or fees; or costs to correct or re-perform services, including Technology Services, or Technology Products; or for the reprint, recall, or removal of Technology Products or Media Content;

7. liquidated damages pursuant to a contract, to the extent such amount exceeds the amount which the Insured would have been liable in the absence of such contract; or

8. penalties against an Insured of any nature, however denominated, arising by contract, except for Payment Card Loss otherwise covered under Insuring Agreement E.

Digital Data means software or other information in electronic form which is stored on an Insured's Computer System or Shared Computer System. Digital Data shall include the capacity of an Insured's Computer System or Shared Computer System to store information, process information, and transmit information over the Internet. Digital Data shall not include or be considered tangible property.

Digital Data Recovery Costs means:

1. the reasonable and necessary costs incurred by an Insured to replace, restore, recreate, re-collect or recover Digital Data from written records or from partially or fully matching electronic records due to their corruption, theft, or destruction, caused by a Network Security Failure, including disaster recovery or computer forensic investigation efforts. However, in the event that it is determined that the Digital Data cannot be replaced, restored, recreated, re-collected, or recovered, Digital Data Recovery Costs shall be limited to the reasonable and necessary costs incurred to reach such determination; or

2. Telephone Fraud Financial Loss,

including reasonable and necessary expenses incurred to mitigate or reduce any costs or loss in paragraphs 1 and 2 immediately above. Digital Data Recovery Costs shall not include:

a. costs or expenses incurred to update, replace, restore, recreate or improve Digital Data to a level beyond that which existed prior to the applicable Cyber Incident;

b. costs or expenses incurred to identify or remediate software program errors or vulnerabilities, or costs to update, replace, restore, upgrade, maintain, or improve a Computer System;

c. costs incurred to research and develop Digital Data, including Trade Secrets;

d. the economic or market value of Digital Data, including Trade Secrets; or

e. any other consequential loss or damages.

Extended Reporting Period means the period of time shown in Item 7B of the Declarations, subject to Section V, Extended Reporting Period.

Extortion Expenses means reasonable and necessary expenses incurred by an Insured resulting directly from a Network Extortion Threat, including money, cryptocurrencies (including Bitcoin), or other consideration surrendered as payment by an Insured to a natural person or group believed to be responsible for a Network Extortion Threat. Extortion Expenses shall also include reasonable and necessary expenses incurred to mitigate or reduce any of the foregoing expenses.

Extra Expenses means the reasonable and necessary:

1. expenses incurred by an Insured to the extent such expenses mitigate, reduce, or avoid an Interruption in Service, provided they are in excess of expenses that an Insured would have incurred had there been no Interruption in Service;

2. expenses incurred by an Insured to the extent such expenses reduce the Period of Restoration;
3. with the Insurer’s prior consent, costs incurred by an Insured to retain the services of a third party forensic accounting firm to determine the amount of Business Interruption Loss or Contingent Business Interruption Loss.

Extra Expenses shall not include:

a. costs or expenses incurred to prevent a loss or correct any deficiencies or problems with an Insured’s Computer System or Shared Computer System that might cause or contribute to a Claim;

b. costs or expenses incurred to update, restore, replace, upgrade, maintain, or improve any Computer System; or

c. penalties of any nature, however denominated, arising by contract.

Incident means Technology Incident, Cyber Incident or Media Incident.

Insured means:

1. the Named Insured;

2. any Subsidiary of the Named Insured, but only with respect to Incidents which occur while it is a Subsidiary;

3. any past, present, or future natural person principal, partner, officer, director, trustee, employee, leased employee or temporary employee of an Organization, but only with respect to an Incident committed within the scope of such natural person’s duties performed on behalf of such Organization;

4. any past, present or future independent contractor of an Organization who is a natural person, agent, or single person entity, but only with respect to the commission of an Incident within the scope of such natural person’s, agent’s, or single person entity’s duties, performed on behalf of such Organization;

5. any past, present or future natural person intern or volunteer worker of an Organization and who is registered or recorded as an intern or volunteer worker with such Organization, but only with respect to an Incident within the scope of such natural person’s duties performed on behalf of such Organization; or

6. any natural person or entity for whom an Organization is required by written contract or agreement to provide insurance coverage under this Policy (hereinafter “Additional Insured”), but only with respect to Claims:

a. arising out of any Technology Incident committed after the Organization and the Additional Insured entered into such written contract or agreement;

b. for any Technology Incident committed by, on behalf of, or at the direction of the Organization; and

c. subject to the lesser of the limits of insurance required by such written contract or agreement between the Organization and the Additional Insured, or the applicable Limits of Insurance of this Policy.

However, no natural person or entity shall be an Additional Insured with respect to any Claim arising solely out of such natural person’s or entity’s independent act, error, or omission. In the event of a disagreement between the Named Insured and the natural person or entity as to whether the Claim arises solely out of such natural person’s or entity’s independent act, error, or omission, it is agreed that the Insurer shall abide by the determination of the Named Insured on this issue, and such determination shall be made by the Named Insured within 20 days of the notification of the applicable Claim.

Insured’s Computer System means a Computer System leased, owned or operated by an Insured or operated solely for the benefit of an Insured by a third party under written contract with an Insured.

Insurer means the insurance company providing this insurance.
**Interrelated Incidents** means all **Incidents** that have as a common nexus any act, fact, circumstance, situation, event, transaction, cause or series of related acts, facts, circumstances, situations, events, transactions or causes.

**Interruption in Service** means a detectable interruption or degradation in service of:

1. with respect to Insuring Agreement B1, an **Insured’s Computer System**; or
2. with respect to Insuring Agreement B2, a **Shared Computer System**;

caused by a **Malicious Computer Act**.

**Malicious Computer Act** means malicious or fraudulent:

1. unauthorized access to or use of a **Computer System**;
2. alteration, corruption, damage, manipulation, misappropriation, theft, deletion, or destruction of **Digital Data**;
3. creation, transmission, or introduction of a computer virus or harmful code into a **Computer System**; or
4. restriction or inhibition of access, including denial of service attacks, upon or directed against a **Computer System**.

**Media Content** means any data, text, sounds, images, graphics, music, photographs, or advertisements, and shall include video, streaming content, webcasts, podcasts, blogs, online forums, and chat rooms. **Media Content** shall not include computer software, software technology, or the actual goods, products or services described, illustrated or displayed in such **Media Content**.

**Media Incident** means any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by any **Insured**, or by any person or entity for whom an **Insured** is legally responsible, in the public display of:

1. **Media Content** on an **Insured’s** website or printed material; or
2. **Media Content** posted by or on behalf of an **Insured** on any social media site or anywhere on the Internet,

which results in the following:

a. copyright infringement, passing-off, plagiarism, piracy, or misappropriation of property rights;
b. infringement or dilution of title, logo, slogan, domain name, metatag, trademark, trade name, service mark, or service name;
c. defamation, libel, slander, or any other form of defamation or harm to the character, reputation or feelings of any person or entity, including product disparagement, trade libel, outrage, infliction of emotional distress, or **prima facie** tort;
d. invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
e. false arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;
f. improper deep linking or framing; or
g. unfair competition or unfair trade practices, including misrepresentations in advertising, solely when alleged in conjunction with the alleged conduct referenced in items a–f immediately above.

**Named Insured** means the entity shown in Item 1 of the Declarations.

**Network Extortion Threat** means any credible threat or series of related threats directed at an **Insured** to:

1. release, divulge, disseminate, destroy or use **Protected Information** or confidential corporate information of an **Insured** taken from an **Insured** as a result of the unauthorized access to or unauthorized use of an **Insured’s Computer System** or **Shared Computer System**;
2. cause a Network Security Failure;
3. alter, corrupt, damage, manipulate, misappropriate, delete or destroy Digital Data; or
4. restrict or inhibit access to an Insured’s Computer System or Shared Computer System;

where the Insured makes a payment or a series of payments, or otherwise meets a demand, in exchange for the mitigation or removal of such threat or series of related threats.

Network Security means those activities performed by an Insured, or by others on behalf of an Insured, to protect an Insured’s Computer System or Shared Computer System.


Non-Panel Response Provider means any firm providing the services shown in the definition of Cyber Incident Response Expenses to an Insured that is not a Pre-Approved Response Provider.

Organization means the Named Insured and any Subsidiary.

Payment Card means an authorized account, or evidence of an account, for a credit card, debit card, charge card, fleet card or stored value card between the Payment Card Brand and its customer.

Payment Card Brand means any payment provider whose payment method is accepted for processing, including Visa Inc. International, MasterCard Worldwide, Discover Financial Services, American Express Company, and JCB International.

Payment Card Industry Data Security Standards means the rules, regulations, standards or guidelines adopted or required by the Payment Card Brand or the Payment Card Industry Data Security Standards Council relating to data security and the safeguarding, disclosure and handling of Protected Information.

Payment Card Loss means monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries which an Insured becomes legally obligated to pay as a result of an Insured’s actual or alleged failure:

1. of Network Security; or
2. to properly protect, handle, manage, store, destroy, or otherwise control Payment Card data, including Protected Information,

where such amount is determined pursuant to a payment card processing agreement between an Organization and a Payment Card Brand, or a merchant agreement between an Organization and a payment services provider, including for mobile payment services, or demanded in writing from an issuing or acquiring bank that processes Payment Card transactions, due to an Insured’s actual or alleged non-compliance with applicable Payment Card Industry Data Security Standards, EMV specifications, or mobile payment security requirements. Payment Card Loss shall not include:

1. subsequent fines or assessments for continued non-compliance with the Payment Card Industry Data Security Standards, EMV Specifications, or a mobile payment services merchant agreement; or
2. costs or expenses incurred to update or improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the applicable Cyber Incident or to be compliant with applicable Payment Card Industry Data Security Standards, EMV Specifications, or a mobile payment services merchant agreement.

Period of Restoration means the continuous period of time that:

1. begins with the earliest date of an Interruption in Service; and
2. ends on the date when an Insured’s Computer System or Shared Computer System is or could have been repaired or restored with reasonable speed to the same functionality and level of service that existed prior to the Interruption in Service. In no event shall the Period of Restoration exceed sixty (60) days.

Personal Injury means injury arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. wrongful entry or eviction, or other invasion of the right to private occupancy;
4. libel, slander, product disparagement, trade libel or other form of defamation; or
5. invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon
   seclusion, publication of private facts, false light, or misappropriation of name or likeness.

Policy means, collectively, the Declarations, Application, this policy form and any endorsements attached
hereto.

Policy Period means the period of time shown in Item 2 of the Declarations, unless changed pursuant to Section
XV, Termination of this Policy.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot,
fumes, acids, alkalis, chemicals, asbestos, asbestos products or waste. Waste includes materials to be recycled,
reconditioned or reclaimed.

Pre-Approved Response Provider means any firm listed on the Insurer's pre-approved service provider list
available on request from the Insurer or on the pre-approved service provider list specified on the website shown
in Item 9A of the Declarations.

Privacy or Cyber Laws means any local, state, federal, and foreign identity theft and privacy protection laws,
legislation, statutes, or regulations that require commercial entities that collect Protected Information to post
privacy policies, adopt specific privacy or security controls, or notify individuals in the event that Protected
Information has potentially been compromised.

Property Damage means physical injury to, or loss or destruction of, tangible property, including the loss of use
thereof whether or not it is damaged or destroyed.

Protected Information means the following, in any format:

1. a natural person's name, e-mail address, social security number, medical or healthcare data, other
   protected health information, driver's license number, state identification number, credit card number,
   debit card number, address, unexpired telephone number, account number, account histories,
   personally identifiable photos, personally identifiable videos, Internet browsing history, biometric
   records, passwords or other non-public personal information as defined in any Privacy or Cyber Laws;
   or

2. any other third party confidential or proprietary information:
   a. provided to an Insured and protected under a nondisclosure agreement or similar contract; or
   b. which an Organization is legally responsible to maintain in confidence.

Regulatory Fines means any civil monetary fine or penalty imposed by a federal, state, local or foreign
governmental entity in such entity's regulatory or official capacity as a result of a Regulatory Proceeding.
Regulatory Fines shall not include any civil monetary fines or penalties that are not insurable by law, criminal
fines, disgorgement, or the multiple portion of any multiplied damage award.

Regulatory Proceeding means a suit, civil investigation or civil proceeding by or on behalf of a government
agency, government licensing entity, or regulatory authority, commenced by the service of a complaint or similar
pleading based on an alleged or potential violation of Privacy or Cyber Laws as a result of a Cyber Incident,
and which may reasonably be expected to give rise to a Claim under Insuring Agreement E.

Retroactive Date means the date shown in Item 5 of the Declarations.

Shared Computer System means a Computer System, other than an Insured's Computer System,
operated for the benefit of an Insured by a third party under written contract with an Insured, including data
hosting, cloud services or computing, co-location, data back-up, data storage, data processing, platforms,
software, and infrastructure-as-a-service.

Subsidiary means:

1. any entity while more than fifty percent (50%) of the outstanding securities representing the present right
to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers or
   equivalent positions of such entity are owned, or controlled, by the Named Insured, directly or through
   one or more Subsidiaries;
2. any entity formed as a partnership while more than fifty percent (50%) of the ownership interests representing the present right to vote for election of or to appoint the management or executive committee members or equivalent positions of such entity are owned, or controlled, by the Named Insured, directly or through one or more Subsidiaries; or

3. any entity while:
   a. exactly fifty percent (50%) of the voting rights representing the present right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers or equivalent positions of such entity are owned, or controlled, by the Named Insured, directly or through one of more Subsidiaries; and

   b. the Named Insured, pursuant to a written contract with the owners of the remaining and outstanding voting stock of such entity, solely controls the management and operation of such entity.

Technology Incident means any error, misstatement, misleading statement, act, omission, neglect or breach of duty, including Personal Injury, actually or allegedly committed or attempted by any Insured, or by any person or entity for whom the Insured is legally liable, in the: (i) rendering or failure to render Technology Services to others, or (ii) the failure of Technology Products to perform the function or serve the purpose intended.

Technology Products means communication, computer, data security, electronic, Internet, network or website:

1. hardware, equipment, parts, or peripherals; or

2. software, programs, or systems, and the data residing therein;

designed, created, developed, assembled, manufactured, handled, installed, disposed of, leased or licensed for or to others, sold, or distributed by or on behalf of an Insured, including repair or maintenance thereof.

Technology Services means:

1. computer, electronics, information technology, Internet, network, or website analysis, consulting, architecture, design, development, staffing, programming, installation, integration, networking, hosting, processing, management, operations, data security, maintenance, repair, optimization, support, or training;

2. providing, collecting, recording, caching, compiling, mining, analyzing, storing, hosting, processing, securing, backup, wiping, or destruction of software or data;

3. telecommunications services including Internet, voice, video, web, email, text, data, or broadband services, including related call center and customer service support;

4. services similar to the foregoing; or,

5. any other information technology-related services provided in conjunction with Technology Products.

Telephone Fraud Financial Loss means toll and line charges which an Insured incurs, solely as a result of the fraudulent infiltration and manipulation of the Insured’s Telephone System from a remote location to gain access to outbound long distance telephone service.

Telephone System means PBX, CBX, Merlin, VoIP, remote access (including DISA), and all related peripheral equipment or similar systems owned or leased by an Insured for purposes of voice-based telecommunications.

Trade Secret means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives actual or potential economic value from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.

Waiting Period means the number of hours shown in Item 4 of the Declarations.
III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

The Insurer shall not be liable for Costs, Damages, or Claims Expenses on account of any Incident or any Claim:

1. Conduct

alleging, based upon, arising out of or attributable to:

a. any dishonest, fraudulent, criminal, malicious or intentional act, error or omission, or any intentional or knowing violation of the law by an Insured; or

b. the gaining in fact of any profit, remuneration or financial advantage to which any Insured was not legally entitled.

However, this exclusion shall not apply to Claims Expenses or the Insurer's duty to defend any such Claim, until there is a final, non-appealable adjudication against, binding arbitration against, adverse admission by, finding of fact against, or plea of nolo contendere or no contest by, the Insured as to such conduct or violation, at which time the Insured shall reimburse the Insurer for any Claims Expenses paid by the Insurer. Provided that:

i. no conduct pertaining to any natural person Insured shall be imputed to any other natural person Insured; and

ii. any conduct pertaining to any past, present, or future Control Group Member, other than a Rogue Actor, shall be imputed to an Organization. For purposes of this exclusion, “Rogue Actor” means a Control Group Member acting outside his or her capacity as such.

2. Prior Knowledge

alleging, based upon, arising out of or attributable to any Incident that first occurred, arose or took place prior to the earlier of the effective date of this Policy, or the effective date of any Policy issued by the Insurer of which this Policy is a continuous renewal or a replacement, and any Control Group Member knew of such Incident; and, with respect to Insuring Agreements T, E and F, any Control Group Member reasonably could have foreseen that such Incident did or could lead to a Claim.

3. Pending or Prior Proceedings

alleging, based upon, arising out of, or attributable to:

a. any pending or prior litigation, Claim, demand, arbitration, administrative or regulatory proceeding or administrative or regulatory investigation filed or commenced on or before the Pending or Prior Proceedings Date shown in Item 6 of the Declarations, or alleging or derived from the same or substantially the same fact, circumstance or situation underlying or alleged therein; or

b. any other Incident whenever occurring which, together with an Incident underlying or alleged in any pending or prior litigation, Claim, demand, arbitration, administrative or regulatory proceeding or administrative or regulatory investigation as set forth pursuant to paragraph a. immediately above, would constitute Interrelated Incidents.

4. Prior Notice

alleging, based upon, arising out of, or attributable to:

a. any Incident, fact, circumstance or situation which has been the subject of any written notice given and accepted under any other policy before the effective date of this Policy; or

b. any other Incident whenever occurring which, together with an Incident which has been the subject of such notice, would constitute Interrelated Incidents.
5. **Bodily Injury**
   for any Bodily Injury. However, solely with respect to Insuring Agreements E and F, this exclusion shall not apply to mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock resulting from an Incident.

6. **Property Damage**
   alleging, based upon, arising out of, or attributable to Property Damage.

7. **Pollution**
   alleging, based upon, arising out of or attributable to the actual, alleged or threatened discharge, release, escape, seepage, migration, or disposal of Pollutants, or any direction or request that any Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants, or any voluntary decision to do so.

8. **Infrastructure Outage**
   alleging, based upon, arising out of or attributable to any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, Internet access service provided by the Internet service provider that hosts an Insured's website, telecommunications or other infrastructure. However, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, cable or telecommunications systems, networks or infrastructure:
   a. under an Insured's operational control which are a result of a Network Security Failure;
   b. solely with respect to Insuring Agreement B, which are the result of a Cyber Incident impacting a Shared Computer System; or
   c. solely with respect to Insuring Agreement E, which are the result of a Cyber Incident.
   Additionally, this exclusion shall not apply to Insuring Agreement T.

9. **War**
   alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, terrorism, hijacking, hostilities or warlike operations (whether war is declared or not), military or usurped power, civil commotion assuming the proportions of or amounting to an uprising, strike, lock-out, riot, civil war, rebellion, revolution, or insurrection. However, this exclusion shall not apply to an Act of Cyber-Terrorism that results in a Cyber Incident.

10. **Nuclear**
    alleging, based upon, arising out of or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste, storage or disposal site, or any other nuclear facility, the transportation of nuclear material, or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

11. **Contract**
    for breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including any actual or alleged liability assumed by an Insured, unless such liability would have attached to the Insured even in the absence of such contract, warranty, guarantee, or promise. However, this exclusion shall not apply to:
    a. solely with respect to Insuring Agreement T, that part of a Claim alleging the unintentional failure to perform Technology Services or provide Technology Products with a reasonable standard of care and consistent with industry standards;
    b. solely with respect to Insuring Agreement E, Payment Card Loss;
    c. solely with respect to Insuring Agreements A or E, an Insured’s contractual obligation to maintain the confidentiality or security of third party personal or corporate information; or
    d. solely with respect to Insuring Agreement F, misappropriation of idea under implied contract.

12. **Fees or Chargebacks**
alleging, based upon, arising out of or attributable to:

a. any fees, expenses, or costs paid to or charged by an Insured; or
b. chargebacks, chargeback fees, interchange fees or rates, transfer fees, transaction fees, discount fees, merchant service fees, or prospective service fees.

However, solely with respect to Insuring Agreement T, paragraph b of this this exclusion, immediately above, shall not apply to the extent such amounts constitute otherwise covered Damages; and, solely with respect to Insuring Agreement E, this exclusion shall not apply to Payment Card Loss.

13. Intellectual Property

alleging, based upon, arising out of or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in, any copyright, service mark, trade name, trademark, patent, or Trade Secret by or on behalf of any Insured. However, this exclusion shall not apply to any Claim:

a. solely with respect to Insuring Agreement T, brought by any client or customer of an Insured for loss of use of Technology Services or Technology Products, arising from an action by a party other than such client or customer alleging software copyright infringement;

b. solely with respect to Insuring Agreement E, arising out of the actual or alleged disclosure or theft of Protected Information resulting from a Network Security Failure; or

c. solely with respect to Insuring Agreement F, alleging, based upon, arising out of or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in, any copyright, service mark, trade name, or trademark.

14. Antitrust or Unfair Trade Practices

alleging, based upon, arising out of or attributable to any price fixing, restraint of trade, monopolization, interference with economic relations (including interference with contractual relations or with prospective advantage), unfair competition, unfair business or unfair trade practices, or any violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing, restraint of trade, unfair competition, unfair business or unfair trade practices, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law. However, this exclusion shall not apply to:

a. solely with respect to Insuring Agreement E, a Claim resulting directly from a violation of Privacy or Cyber Laws; or

b. solely with respect to Insuring Agreement F, a Claim for a Media Incident as defined in paragraph g of such definition.

15. Consumer Protection Laws

alleging, based upon, arising out of or attributable to any violation by an Insured of the Truth in Lending Act, Fair Debt Collection Practices Act, or the Fair Credit Reporting Act or any amendments thereto or any rules or regulations promulgated thereunder, including the Fair and Accurate Credit Transactions Act, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to a Claim arising out of the actual or alleged disclosure or theft of Protected Information resulting from a Cyber Incident.

16. ERISA or Securities Law Violation

alleging, based upon, arising out of or attributable to an Insured's violation of:

a. the Employee Retirement Income Security Act of 1974, as amended;

b. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act, or any other federal, state or local securities law,

and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law. However, solely with respect to Insuring Agreements A or E, paragraph a, immediately above, shall not apply.
17. Discrimination or Employment Practices

alleging, based upon, arising out of or attributable to any illegal discrimination of any kind, or any employment relationship, or the nature, terms or conditions of employment, including claims for workplace torts, wrongful termination, dismissal or discharge, or any discrimination, harassment, breach of employment contract or defamation. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any Claim alleging employee-related invasion of privacy or employee-related wrongful infliction of emotional distress in the event such Claim arises out of the actual or alleged disclosure or theft of Protected Information resulting from a Cyber Incident.

18. Unsolicited Communications

alleging, based upon, arising out of or attributable to any unsolicited electronic dissemination of faxes, e-mails or other communications by or on behalf of an Insured, including actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, or any other federal or state statute, law, rule, regulation or common law relating to a person’s or entity’s right of seclusion. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to a Claim resulting from a Cyber Incident as defined under subparagraph 1(c) of such definition.

19. Unlawful Use or Collection of Protected Information

alleging, based upon, arising out of or attributable to the unlawful use or collection of Protected Information, or the failure to provide adequate notice that such information is being collected or used, by an Insured, with knowledge of any Control Group Member.

20. Intentional Failure to Disclose

alleging, based upon, arising out of or attributable to an Insured’s intentional failure to disclose the loss of Protected Information in violation of any law or regulation. However, this exclusion will not apply when an Insured’s failure to disclose occurs pursuant to an order from a law enforcement or government authority in the course of a criminal investigation. Solely with respect to Insuring Agreement E, only facts pertaining to and knowledge possessed by any Control Group Member shall be imputed to other Insureds.

21. Recall, Repair, Replace

alleging, based upon, arising out of or attributable to any costs or expenses incurred by any Insured or others to recall, repair, replace, upgrade, supplement or remove the Insured’s products, including products which incorporate the Insured’s products or services. However, solely with respect to Insuring Agreement T, this exclusion shall not apply to any Claim brought by a third party for loss of use of Technology Services or Technology Products or any products that incorporate Technology Services or Technology Products.

B. EXCLUSIONS APPLICABLE TO SPECIFIC INSURING AGREEMENTS

In addition to the Exclusions in Section IIIA above, the Insurer shall not be liable for Costs, Damages, or Claims Expenses on account of any Incident or any Claim:

1. Force Majeure

solely with respect to Insuring Agreements B and C, alleging, based upon, arising out of or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God (which does not include acts by actors purporting to be God), nature or any other physical event, however caused and whether contributed to, made worse by, or in any way results from any such events. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently with or in any sequence to the Costs, Damages, or Claims Expenses on account of any Incident or any Claim.

2. Governmental Authority

solely with respect to Insuring Agreements C and D, alleging, based upon, arising out of, or attributable to any action of a public or governmental authority, including the seizure, confiscation or destruction of an Insured’s Computer System, a Shared Computer System or an Insured’s Digital Data.
3. Insured v. Insured

soley with respect to Insuring Agreements T, E and F, brought or maintained by, on behalf of, or in the right of any Insured, other than an Additional Insured as defined under subparagraph 6 of the definition of Insured. Provided, however, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any Claim alleging employee-related invasion of privacy or employee-related wrongful infliction of emotional distress in the event such Claim arises out of the loss of Protected Information resulting from a Cyber Incident.

4. Licensing Entities

soley with respect to Insuring Agreements T and F, alleging, based upon, arising out of or attributable to any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency or ASCAP, SESAC, BMI or other licensing or rights entities in such entity's regulatory, quasi-regulatory, or official capacity, function or duty.

5. False Advertising or Misrepresentation

soley with respect to Insuring Agreements T and F, alleging, based upon, arising out of or attributable to false or deceptive advertising or promotion, any unfair or deceptive trade practices with respect to the advertising or sale of any goods products or services, any inaccurate, inadequate, or incomplete description of the price of goods, products or services, disclosure of fees, representations with respect to authenticity of any product, or the failure of any goods, product or services to conform with advertised quality or performance.

6. Contest or Game of Chance

soley with respect to Insuring Agreements T and F, alleging, based upon, arising out of or attributable to any gambling, contest, game of chance or skill, lottery, or promotional game, including tickets or coupons or over-redemption related thereto.

7. Services for Affiliates

soley with respect to Insuring Agreements T, E, and F, alleging, based upon, arising out of or attributable to the provision of services, including Technology Services, or Technology Products, for any entity which is owned or controlled by, or is under common ownership or control with, any Insured.

8. Inaccurate Prices, Costs or Estimates

soley with respect to Insuring Agreements T, E, and F, alleging, based upon, arising out of or attributable to the Insured's cost guarantees, cost representations, contract price, pricing guarantees or estimates of probable costs or cost estimates being exceeded, or any guarantee or promise of costs savings, return on investment, or profitability.

IV. SPOUSES, COMMON LAW PARTNERS, ESTATES AND LEGAL REPRESENTATIVES

Coverage under this Policy shall extend to any Claim for any Incident made against:

A. the lawful spouse or domestic partner of a natural person Insured solely by reason of such spouse's or domestic partner's status as a spouse or domestic partner, or such spouse's or domestic partner's ownership interest in property which the claimant seeks as recovery in such Claim; or

B. the estate, heirs, legal representatives or assigns of a natural person Insured if such natural person Insured is deceased, or the legal representatives or assigns of a natural person Insured if such natural person Insured is legally incompetent, insolvent or bankrupt,

provided that:

1. no coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse or domestic partner; and

2. all of the terms and conditions of this Policy including, without limitation, all applicable Retentions shown in Item 4 of the Declarations apply to such Claim.
V. EXTENDED REPORTING PERIOD

A. Solely with respect to Insuring Agreements T, A, E, and F, if the Insurer terminates or does not renew this Policy (other than for failure to pay a premium when due), or if the Named Insured terminates or does not renew this Policy and does not obtain replacement coverage as of the effective date of such termination or non-renewal, the Named Insured shall have the right, upon payment of the additional premium shown in Item 7A of the Declarations and subject to the terms specified in Subsections B-E directly below, to a continuation of the coverage granted by this Policy for an Extended Reporting Period shown in Item 7B of the Declarations following the effective date of such termination or non-renewal.

B. Coverage for the Extended Reporting Period shall be only for Claims first made or Incidents first discovered during such Extended Reporting Period and arising from Incidents taking place prior to the effective date of such termination or non-renewal. This right to continue coverage shall lapse unless written notice of such election is given by the Named Insured to the Insurer, and the Insurer receives payment of the additional premium shown in Item 7A of the Declarations, within thirty (30) days following the effective date of termination or non-renewal.

C. The Extended Reporting Period is non-cancelable and the entire premium for the Extended Reporting Period shall be deemed fully earned and non-refundable upon payment.

D. The Extended Reporting Period shall not increase or reinstate any Limits of Insurance. The Limits of Insurance as shown in Item 3 and Item 4 of the Declarations shall apply to both the Policy Period and the Extended Reporting Period, combined.

E. A change in Policy terms, conditions, exclusions or premiums shall not be considered a non-renewal for purposes of triggering the rights to the Extended Reporting Period.

VI. LIMITS OF INSURANCE

Regardless of the number of Insuring Agreements purchased under this Policy, or the number of Incidents, Insureds against whom Claims are brought, Claims made or persons or entities making Claims:

A. MAXIMUM POLICY AGGREGATE LIMIT OF INSURANCE

The Insurer’s maximum limit of insurance under all Insuring Agreements resulting from all Claims first made and Incidents first discovered during the Policy Period is shown in Item 3B of the Declarations, Maximum Policy Aggregate Limit of Insurance.

B. AGGREGATE LIMIT FOR ALL INCIDENTS OR CLAIMS UNDER ANY ONE INSURING AGREEMENT

The Insurer’s maximum limit of insurance for all Incidents or Claims under any one Insuring Agreement shall be the applicable Aggregate Limit for all Incidents or Claims shown in Item 4 of the Declarations, which shall be part of, and not in addition to, the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

C. MAXIMUM LIMIT OF INSURANCE FOR EACH INCIDENT OR CLAIM UNDER ANY ONE INSURING AGREEMENT

The Insurer’s maximum limit of insurance for each Incident or Claim under any one Insuring Agreement shall be the applicable Each Incident or Claim Limit shown in Item 4 of the Declarations, which shall be part of, and not in addition to, the applicable Aggregate Limit for all Incidents or Claims shown in Item 4 of the Declarations, and the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

D. MAXIMUM LIMIT OF INSURANCE FOR ALL INTERRELATED INCIDENTS AND CLAIMS

All Claims arising out of the same Incident and all Interrelated Incidents shall be deemed to be one Claim, and such Claim shall be deemed to be first made on the date the earliest of such Claims is first made, regardless of whether such claim is before or during the Policy Period.

All Interrelated Incidents shall be deemed to be one Incident, and such Incident shall be deemed to be first discovered, on the date the earliest of such Incidents is first discovered, regardless of whether such date is before or during the Policy Period.
The maximum limit of insurance for all **Interrelated Incidents** and **Claims** arising out of such **Interrelated Incidents** shall be the **Maximum Single Incident** or **Claim** Limit of Insurance shown in Item 3A of the Declarations, regardless of whether **Costs, Damages** or **Claims Expenses** from a single **Incident** or **Claim** are covered under more than one Insuring Agreement. Notwithstanding anything in this paragraph to the contrary, in no event shall the **Insurer** pay more than the applicable:

1. Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations,
2. Aggregate Limit for all **Incidents** or **Claims** under any one Insuring Agreement shown in Item 4 of the Declarations, and
3. Each **Incident** or **Claim** Limit under any one Insuring Agreement shown in Item 4 of the Declarations.

**E. Costs, Damages and Claims Expenses** shall be part of and not in addition to the applicable Limit of Insurance shown in the Declarations, and shall reduce such applicable Limit of Insurance. If the applicable Limit of Insurance is exhausted by payment of **Costs, Damages** and **Claims Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished.

**F.** Any sub-limits shown in the Declarations or added by endorsement to this **Policy** shall be part of and not in addition to the applicable Limit of Insurance shown in the Declarations, and shall reduce such applicable Limit of Insurance.

**VII. RETENTION**

A. The liability of the **Insurer** shall apply only to that part of **Costs, Damages**, and **Claims Expenses** which is in excess of the applicable Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Named Insured** and at the risk of all **Insureds**.

B. With respect to Insuring Agreement B, the **Insurer** will pay the actual **Business Interruption Loss**, **Contingent Business Interruption Loss** and **Extra Expenses** incurred by an **Insured**:

1. once the applicable **Waiting Period** shown in Item 4B of the Declarations has expired; and
2. which is in excess of the applicable Retention amount shown in Item 4B of the Declarations.

The **Waiting Period** and Retention amounts shall be computed as of the start of the **Interruption in Service**.

Any **Business Interruption Loss** or **Contingent Business Interruption Loss** incurred by an **Insured** during the **Waiting Period**, and resulting from an **Interrelated Incident** with **Extra Expenses**, shall reduce and may exhaust any applicable Retention.

C. A single Retention amount shall apply to **Costs, Damages**, and **Claims Expenses**, arising from all **Incidents** or **Claims** alleging an **Interrelated Incident**.

D. If a single **Incident** or **Claim**, or **Interrelated Incidents** are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Costs, Damages**, and **Claim Expenses**, but the sum of such Retentions shall not exceed the largest applicable Retention.

**VIII. NOTICE**

A. Urgent crisis management assistance by the **Cyber Incident Response Coach** is available at the hotline number shown in the Declarations. Use of the services of the **Cyber Incident Response Coach** for a consultation DOES NOT constitute notice under this **Policy** of a **Cyber Incident** or **Claim**. In order to provide notice under this **Policy**, such notice must be given in accordance with and is subject to Subsections B-D of this Section VIII.

B. An **Insured** shall, as a condition precedent to such **Insured's** rights under this **Policy**, give to the **Insurer** written notice of any **Incident** or **Claim** as soon as practicable after any **Control Group Member** discovers such **Incident** or becomes aware of such **Claim**, but in no event later than:

1. if this **Policy** expires (or is otherwise terminated) without being renewed with the **Insurer**, ninety (90) days after the effective date of such expiration or termination; or
2. the expiration of the **Extended Reporting Period**, if applicable,

provided that if the **Insurer** sends written notice to the **Named Insured**, stating that this **Policy** is being terminated for nonpayment of premium, an **Insured** shall give to the **Insurer** written notice of such **Claim** prior to the effective date of such termination.
C. If, during the Policy Period, any Control Group Member first becomes aware of any specific Incident which may reasonably give rise to a future Claim under this Policy, and written notice is given to the Insurer during the Policy Period, of the:

1. nature of the Incident;
2. identity of the Insureds allegedly involved;
3. circumstances by which the Insureds first became aware of the Incident;
4. identity of the actual or potential claimants;
5. foreseeable consequences of the Incident; and
6. nature of the potential Damages;

then any Claim which arises out of such Incident shall be deemed to have been first made at the time such written notice was received by the Insurer. The Insurer will not pay for Damages or Claims Expenses incurred prior to the time such Incident results in a Claim.

D. All notices under any provision of this Policy shall be given as follows:

1. Notice to the Insureds may be given to the Named Insured at the address shown in Item 1 of the Declarations.
2. Notice to the Insurer of any Incident or Claim shall be given to the Insurer at the physical address or email address shown in Item 9A of the Declarations.
3. All other notices to the Insurer under this Policy shall be given to the Insurer at the physical address shown in Item 9B of the Declarations.

Notice given as set out above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier. When any such notices are sent to a physical address, such notices shall be sent by prepaid express courier or certified mail properly addressed to the appropriate party.

IX. DEFENSE AND SETTLEMENT

A. Except as provided in Subsection B of this Section IX, the Insurer shall have the right and duty to defend any Claim brought against an Insured even if such Claim is groundless, false or fraudulent.

The Insurer shall consult and endeavor to reach an agreement with the Insured regarding the appointment of counsel, but shall retain the right to appoint counsel and to make such investigation and defense of a Claim as it deems necessary.

B. The Insurer shall have the right, but not the duty, to defend any Regulatory Proceeding. For such Claims, the Insured shall select defense counsel from the Insurer’s list of approved law firms, and the Insurer reserves the right to associate in the defense of such Claims.

C. No Insured shall settle any Claim, incur any Claims Expenses, or otherwise assume any contractual obligation or admit any liability with respect to any Claim without the Insurer’s written consent, which shall not be unreasonably withheld.

D. The Insurer shall not settle any Claim without the written consent of the Named Insured. If the Named Insured refuses to consent to a settlement recommended by the Insurer and acceptable to the claimant, then the Insurer’s applicable Limit of Insurance under this Policy with respect to such Claim shall be reduced to:

1. the amount of Damages for which the Claim could have been settled plus all Claims Expenses incurred up to the time the Insurer made its recommendation to the Named Insured; plus
2. eighty percent (80%) of all subsequent covered Damages and Claims Expenses in excess of such amount referenced in paragraph (1) immediately above, which amount shall not exceed that portion of any applicable Limit of Insurance that remains unexhausted by payment of Costs, Damages, and Claims Expenses. The remaining twenty percent (20%) of all subsequent covered Damages and Claims Expenses shall be borne by the Insureds uninsured and at their own risk. However, this provision does not apply to any potential settlement that is within the Retention.
E. The Insurer shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any Claim after any applicable Limit of Insurance has been exhausted by payment of Costs, Damages, or Claims Expenses, or by any combination thereof, or after the Insurer has deposited the remainder of any unexhausted applicable Limit of Insurance into a court of competent jurisdiction. In either such case, the Insurer shall have the right to withdraw from the further investigation, defense, payment or settlement of such Claim by tendering control of such Claim to the Insured.

F. The Insureds shall cooperate with the Insurer and provide to the Insurer all information and assistance which the Insurer reasonably requests including attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any Claim covered by this Policy. The Insured shall do nothing that may prejudice the Insurer's position. The Insureds shall immediately forward to the Insurer, at the address shown in Item 9A of the Declarations, every demand, notice, summons, or other process or pleading received by an Insured or its representatives.

G. With the exception of paragraph 6 of the Cyber Incident Response Expenses definition, an Insured has the right to incur Cyber Incident Response Expenses without the Insurer's prior consent. However, the Insurer shall, at its sole discretion and in good faith, pay only for such expenses that the Insurer deems to be reasonable and necessary.

X. PROOF OF LOSS FOR FIRST PARTY INSURING AGREEMENTS

A. Requests for payment or reimbursement of Costs incurred by an Insured shall be accompanied by a proof of loss with full particulars as to the computation of such Costs. Such proof of loss will include in detail how the Costs were calculated, and what assumptions have been made, and shall include documentary evidence, including any applicable reports, books of accounts, bills, invoices and other vouchers or proofs of payment made by an Insured in relation to such Costs. Furthermore, the Insureds shall cooperate with, and provide any additional information reasonably requested by, the Insurer in its review of Costs, including the right to investigate and audit the proof of loss and inspect the records of an Insured.

B. With respect to Insuring Agreement B, the Business Interruption Loss or Contingent Business Interruption Loss will be determined taking full account and due consideration of an Insured's proof of loss and in addition, the trends or circumstances which affect the profitability of the business and would have affected the profitability of the business had the Business Interruption Loss or Contingent Business Interruption Loss not occurred, including all material changes in market conditions or adjustment expenses which would affect the net profit generated. However, the Insurer's adjustment will not include the Insured's increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a Malicious Computer Act on others.

XI. ALLOCATION

If a Claim includes both covered and uncovered matters, then coverage shall apply as follows:

A. Claims Expenses: One hundred percent (100%) of Claims Expenses incurred by any Insured on account of such Claim shall be considered covered provided that the foregoing shall not apply with respect to: (i) a Regulatory Proceeding; or, (ii) any Insured for whom coverage is excluded pursuant to Exclusion III.A.1 or Section XIV, Subsection C. With respect to a Regulatory Proceeding, amounts for covered Claims Expenses and for uncovered fees, costs and expenses shall be allocated based upon the relative legal and financial exposures of, and the relative benefits obtained by, the parties to such matters.

B. Loss other than Claims Expenses: all remaining loss incurred by such Insured from such Claim shall be allocated between covered Damages and uncovered damages based upon the relative legal and financial exposures of, and the relative benefits obtained by, the parties to such matters.

XII. OTHER INSURANCE

If any Costs, Damages or Claims Expenses covered under this Policy are covered under any other valid and collectible insurance, then this Policy shall cover such Costs, Damages or Claims Expenses, subject to the Policy terms and conditions, only to the extent that the amount of such Costs, Damages or Claims Expenses are in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Insurance provided by this Policy.
Notwithstanding the foregoing, in the event an **Insured** has, prior to any **Technology Incident**, contractually obligated itself to provide primary and non-contributory insurance to any **Additional Insured**, as defined under subparagraph 6 of the definition of **Insured**, this **Policy** will be considered primary and not excess of or non-contributory to any other insurance provided by, or for the benefit of, such **Additional Insured**.

XIII. MATERIAL CHANGES IN EXPOSURE

A. ACQUISITION OR CREATION OF ANOTHER ENTITY

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a **Subsidiary**; or
2. acquires any entity by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such entity and its natural person **Insureds** shall be covered under this **Policy** but only with respect to **Claims for Incidents**, or **Incidents**, as applicable, taking place after such acquisition or creation, unless the **Insurer** agrees to provide coverage by endorsement for **Claims for Incidents**, or **Incidents**, as applicable, taking place prior to such acquisition or creation.

B. ACQUISITION OF THE NAMED INSURED

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least fifty percent (50%) of the directors, trustees, managers, members of the Board of Managers, management or executive committee members or equivalent positions of the **Named Insured**;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims for Incidents**, or **Incidents**, as applicable, taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims for Incidents**, or **Incidents**, as applicable, taking place after such event. This **Policy** may not be cancelled after the effective time of the event, and the entire premium for this **Policy** shall be deemed earned as of such time.

C. TERMINATION OF A SUBSIDIARY

If, before or during the **Policy Period**, an entity ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** and any **Insured** (as defined in paragraphs 3, 4 and 5 of such definition) of the **Subsidiary** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to **Claims for Incidents**, or **Incidents**, as applicable, taking place prior to the date such entity ceased to be a **Subsidiary**.

XIV. REPRESENTATIONS

A. In granting coverage to any **Insured**, the **Insurer** has relied upon the declarations and statements in the **Application** for this **Policy**. Such declarations and statements are the basis of the coverage under this **Policy** and shall be considered as incorporated in and constituting part of this **Policy**.

B. The **Application** for coverage shall be construed as a separate **Application** for coverage by each **Insured**. With respect to the declarations and statements in such **Application**, no knowledge possessed by a natural person **Insured** shall be imputed to any other natural person **Insured**.

C. However, in the event that such **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under this **Policy**, then no coverage shall be afforded for any **Incident** or **Claim** based upon, arising from or in consequence of any such misrepresentations with respect to:

1. any natural person **Insured** who knew of such misrepresentations (whether or not such natural person knew such **Application** contained such misrepresentations); or
2. an Organization, if any past or present Control Group Member knew of such misrepresentations (whether or not such Control Group Member knew such Application contained such misrepresentations).

D. The Insurer shall not be entitled under any circumstances to void or rescind this Policy with respect to any Insured.

XV. TERMINATION OF THIS POLICY

A. This Policy shall terminate at the earliest of the following times:

1. the effective date of termination specified in a prior written notice by the Named Insured to the Insurer;

2. sixty (60) days after receipt by the Named Insured of a written notice of termination from the Insurer for any reason allowed by applicable insurance laws or regulations, other than failure to pay premium when due;

3. twenty (20) days after receipt by the Named Insured of a written notice of termination from the Insurer for failure to pay a premium when due, unless the premium is paid within such twenty (20) day period;

4. upon expiration of the Policy Period as shown in Item 2 of the Declarations; or

5. at such other time as may be agreed upon by the Insurer and the Named Insured.

B. If the Policy is terminated by the Named Insured or the Insurer, the Insurer shall refund the unearned premium computed pro rata. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XVI. TERRITORY AND VALUATION

A. Coverage provided under this Policy shall extend to Incidents and Claims taking place, brought or maintained anywhere in the universe. Any provision in this Policy pertaining to coverage for Incidents or Claims made or Damages or Claims Expenses sustained anywhere outside the United States of America shall only apply where legally permissible.

B. All premiums, limits, retentions, Costs, Damages, Claims Expenses and other amounts under this Policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of loss under this Policy is stated in a currency other than United States of America dollars, or if Extortion Expenses are stated in a currency, including Bitcoin or other cryptocurrency(ies), other than United States of America dollars, payment under this Policy shall be made in United States dollars at the applicable rate of exchange as published in The Wall Street Journal as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively, or, if not published on such date, the next date of publication of The Wall Street Journal. If there is no applicable rate of exchange published in the Wall Street Journal, then payment under this Policy shall be made in the equivalent of United States of America dollars at the actual rate of exchange for such currency.

XVII. CYBER INCIDENT RESPONSE FUND PROVISIONS

A. With respect to the Cyber Incident Response Team or a Non-Panel Response Provider:

1. The Insureds are under no obligation to contract for services with the Cyber Incident Response Team. However, if an Insured elects to use any Non-Panel Response Providers for any Cyber Incident Response Expenses, the applicable Limits of Insurance shown in Item 4A2 of the Declarations will apply.

2. The Insurer shall not be a party to any agreement entered into between any Cyber Incident Response Team service provider and an Insured.
3. **Cyber Incident Response Team** service providers are independent contractors, and are not agents of the **Insurer**. The **Insureds** agree that the **Insurer** assumes no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. The **Insurer** shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Cyber Incident Response Team** service provider and an **Insured**. Any rights and obligations with respect to such agreement, including billings, fees and services rendered, are solely for the benefit of, and borne solely by such **Cyber Incident Response Team** service provider and such **Insured**, and not the **Insurer**.

4. The **Insurer** has no obligation to provide any of the services provided by the **Cyber Incident Response Team**.

B. With respect to any other third party vendor, the **Insurer** may provide the **Named Insured** with a list of third-party privacy and network security loss mitigation vendors whom the **Named Insured**, at its own election and at the **Named Insured**'s own expense, may retain for cyber risk management to inspect, assess, and audit the **Named Insured**'s property, operations, systems, books, and records, including the **Named Insured**'s network security, employee cyber security awareness, incident response plans, services provider contracts, and regulatory compliance. Any loss mitigation inspection, assessment, or audit purchased by the **Named Insured**, and any report or recommendation resulting therefrom, shall not constitute an undertaking at the request of or for the benefit of the **Insurer**.

**XVIII. SUBROGATION**

A. The **Insurer** shall have no rights of subrogation against any **Insured** under this **Policy** unless Exclusion III.A.1 or Section XIV, Subsection C, applies.

B. In the event of payment under this **Policy**, the **Insureds** must transfer to the **Insurer** any applicable rights to recover from another person or entity all or part of any such payment. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

C. If prior to the **Incident** or **Claim** connected with such payment an **Insured** has agreed in writing to waive such **Insured**'s right of recovery or subrogation against any person or entity, such agreement shall not be considered a violation of such **Insured**'s duties under this **Policy**.

**XIX. ACTION AGAINST THE INSURER AND BANKRUPTCY**

Except as provided in Section XXI, Alternative Dispute Resolution, no action shall lie against the **Insurer**. No person or entity shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** to determine the liability of such **Insured** nor shall the **Insurer** be impled by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this **Policy**.

**XX. AUTHORIZATION CLAUSE**

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving of notice of **Incident** or **Claim**, the giving or receiving of notice of termination or non-renewal, the payment of premiums, the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the Extended Reporting Period, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

**XXI. ALTERATION, ASSIGNMENT, AND HEADINGS**

A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Policy** nor prevent the **Insurer** from asserting any right under the terms of this **Policy**.

B. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**.
C. The titles and headings to the various parts, sections, subsections and endorsements of the Policy are included solely for ease of reference and do not in any way limit, expand, serve to interpret or otherwise affect the provisions of such parts, sections, subsections or endorsements.

D. Any reference to the singular shall include the plural and vice versa.

XXII. ALTERNATIVE DISPUTE RESOLUTION

A. The Insureds and the Insurer shall submit any dispute or controversy arising out of or relating to this Policy or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this Section.

B. Either an Insured or the Insurer may elect the type of ADR process discussed below. However, such Insured shall have the right to reject the choice by the Insurer of the type of ADR process at any time prior to its commencement, in which case the choice by such Insured of ADR process shall control.

C. There shall be two choices of ADR process:

1. non-binding mediation administered by any mediation facility to which the Insurer and an Insured mutually agree, in which such Insured and the Insurer shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or

2. arbitration submitted to any arbitration facility to which an Insured and the Insurer mutually agree, in which the arbitration panel shall consist of three disinterested individuals.

In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence a judicial proceeding. However, no such judicial proceeding shall be commenced until at least sixty (60) days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process.

D. Either ADR process may be commenced in New York or in the state shown in Item 1 of the Declarations as the principal address of the Named Insured. The Named Insured shall act on behalf of each and every Insured in connection with any ADR process under this Section.

XXIII. INTERPRETATION

The terms and conditions of this Policy shall be interpreted and construed in an even-handed fashion as between the parties. If the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions, without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the Insureds or the Insurer, and without reference to the reasonable expectations of either the Insureds or the Insurer.

XXIV. COMPLIANCE WITH TRADE SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the providing of such insurance.
Request for Taxpayer Identification Number and Certification

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.
Leverage Information Systems, Inc.

2 Business name/described entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual, sole proprietor or single-member LLC
☐ Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership).
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) ▶
Exemption from FATCA reporting code (if any) ▶
(Appplies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
18161 139th Avenue NE, Ste B
Woodinville, WA 98072

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Social security number ▶

Or

Employer Identification number ▶

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here ▶ Signature of U.S. person ▶

Date ▶ 2/17/2023

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.
• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
Exhibit A
Leverage Information Systems  
Phone: (425) 482-9200  
Fax: (425) 485-9400  
PO Box 630  
Woodinville, WA 98072

Prepared for:  
Jeff LaGreek (310) 412-5641  
City of Inglewood

Prepared by: Margaret Weeks  
Account No.: 1973  
Type: Open Market  
Job: Camera Cleaning

**- Time & Material Quotation -**

- Labor rates based on hourly usage.
- Bucket truck rates based on daily usage.
- Customer will be invoiced for actual time and material used not to exceed quote amount, unless approved by customer.

**SOW: LEVERAGE will clean the following cameras:**

- Imperial/Crenshaw (N/W corner)
- Center Park N Fixed (north side of park facing restroom)
- Center Park SW Fixed (southwest corner facing gazebo)
- Center Park SE PTZ (south east corner)
- Center Park NW PTZ (N/W corner)
- Darby Park PTZ (N/W corner of main building)
- Darby Park Parking lot (south side of main building)
- Rogers Park Gym (south side roof on main building)
- Rogers Park Tennis Court
- Rogers Park Restroom
- Oak/Arbor Vitae (S/E corner)
- Manchester/Grevillea PTZ (S/E corner)
- Manchester/La Cienega (S/W corner)
- Manchester/ La Cienega (N/E corner)
- Inglewood/Manchester (N/E corner)
- Manchester/Prairie (N/E corner)
- Crenshaw/8th (west pole)
- Crenshaw/Manchester (S/E corner)
- Crenshaw/104 (N/E corner)
- Crenshaw/108 (S/E corner near fire station)
- Florence/Manchester (Camera most likely needs replacement)

<table>
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<tr>
<th>CLIN</th>
<th>Qty.</th>
<th>Item ID</th>
<th>Description</th>
<th>UOM</th>
<th>Ea. Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>16.00</td>
<td>LABOR-SMT</td>
<td>Unsupervised Structured Cable And/Or Fiber Optic Work</td>
<td>EA</td>
<td>$80.00</td>
<td>$1,280.00</td>
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<td>002</td>
<td>1.00</td>
<td>LABOR-PM</td>
<td>Project Management/Scheduling</td>
<td>EA</td>
<td>$175.00</td>
<td>$175.00</td>
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<tr>
<td>003</td>
<td>2.00</td>
<td>Rental-Bucket truck</td>
<td>Bucket truck</td>
<td>EA</td>
<td>$270.00</td>
<td>$540.00</td>
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</table>

Your Price: $1,995.00  
Sales Tax: $54.00  
SubTotal: $2,049.00  
Total: $2,049.00
Prices are firm until 4/13/2023

Terms: Net 30

Quoted by: Margaret Weeks, margaretw@leverageis.com

Signature: ___________________________ PO#:________________

Print Name: __________________________ Title:________________

Date: 3/14/2023

Date: __________

PH# : __________

Disclaimer

Unless otherwise quoted, Standard delivery charges are 30 days ARO. Expedited freight will be charged prepay and add. Please notify your sales rep should you want to use a freight account.

If applicable, sales tax will be charged when invoiced.

Leverage Information Systems 30 day return policy does not apply to changed, opened, or cancelled orders. In the event the customer chooses to change or cancel an order, restocking fees may apply:

- Leverage is a Small Business Enterprise
- Pricing is valid for (30) days
- Accepted Methods of Payment - Check or EFT, Please contact your sales rep for re-quote should you like to pay via Credit Card

Tax ID / EIN# 91-1607710
DUNS# 607596051
Cage Code: 0X6H7

Internal / Restricted Classification
Exhibit B
# Leverage Information Systems

**Phone:** (425) 482-9200  
**Fax:** (425) 485-9400  
**PO Box 630**  
**Woodinville, WA 98072**

---

**Quote No.:** 2307010  
**Date:** 03/15/2023

---

**Prepared for:**  
Jeff LaGree (310) 412-5641  
City of Inglewood

---

**Prepared by:** Margaret Weeks  
**Account No.:** 1973  
**Type:** Open Market  
**Job:** Ash & MAnchester PTZ Upgrade

---

<table>
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<th>Description</th>
<th>UOM</th>
<th>Ea. Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>001</td>
<td>1</td>
<td>XNP-6400R</td>
<td>2MP 40x IR PTZ Camera</td>
<td>EA</td>
<td>$2,249.29</td>
<td>$2,249.29</td>
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<tr>
<td>002</td>
<td>1.00</td>
<td>LOT - EQUIP</td>
<td>Installation Materials</td>
<td>EA</td>
<td>$343.64</td>
<td>$343.64</td>
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<tr>
<td>005</td>
<td>1.00</td>
<td>OSINSTALL</td>
<td>Onsite Installation</td>
<td>EA</td>
<td>$3,120.00</td>
<td>$3,120.00</td>
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<tr>
<td>009</td>
<td>1</td>
<td>LM-XNP-6400-OS-1YR</td>
<td>12 Months On-Site NBD Support (8-5/ M-F)</td>
<td>EA</td>
<td>$455.52</td>
<td>$455.52</td>
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<tr>
<td>010</td>
<td>1</td>
<td>LM-XNP-6400-W-1YR</td>
<td>12 Month Extended Warranty, Depot Repair or Replacement</td>
<td>EA</td>
<td>$167.50</td>
<td>$167.50</td>
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<tr>
<td>011</td>
<td>1.00</td>
<td>Freight - Fixed Price</td>
<td>Fixed Freight Charge</td>
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<td>$70.79</td>
<td>$70.79</td>
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**Your Price:** $6,406.74  
**Sales Tax:** $296.37  
**SubTotal:** $6,673.11  
**Total:** $6,673.11

---

Prices are firm until 4/14/2023  
Terms: Net 30

---

**Quoted by:** Margaret Weeks, margaretw@leverageis.com  
**Date:** 3/15/2023

---

**Signature:**  
**PO#:**  
**Date:**  
**Print Name:**  
**Title:**  
**PH#:**

---

**Disclaimer**  
Unless otherwise quoted, Standard delivery charges are 30 days ARO. Expedited freight will be charged prepaid and add. Please notify your sales rep should you want to use a freight account.

If applicable, sales tax will be charged when invoiced.
Leverage Information Systems 30 day return policy does not apply to changed, opened, or cancelled orders. In the event the customer chooses to change or cancel an order, restocking fees may apply.

- Leverage is a Small Business Enterprise
- Pricing is valid for (30) days
- Accepted Methods of Payment - Check or EFT, Please contact your sales rep for re-quote should you like to pay via Credit Card

Tax ID / EIN# 91-1607710
DUNS# 807596051
Cage Code: 0X6H7

Internal / Restricted Classification
Exhibit C
Leverage Information Systems  
Phone: (425) 482-9200  
Fax: (425) 485-9400  
PO Box 630  
Woodinville, WA 98072

Quote No.: 2307082  
Date: 03/20/2023

Prepared for: Jeff LaGreek (310) 412-5641  
City of Inglewood

Prepared by: Margaret Weeks  
Account No.: 1973  
Type: Open Market  
Job: Manchester & Prairie PTZ Relocation

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<th>Description</th>
<th>UOM</th>
<th>Ea. Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>1</td>
<td>XNP-6400</td>
<td>Powered by WN7, 2MP @ 60FPS resolution, 4.25mm-170mm (40x) lens, extreme WDR</td>
<td>EA</td>
<td>$2,249.29</td>
<td>$2,249.29</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>150dB, Day &amp; Night ICR, H.265, H.264, MJPEG codec support, Intelligent An</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>002</td>
<td>1.00</td>
<td>LOT - EQUIP</td>
<td>Installation Materials</td>
<td>EA</td>
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<td>010</td>
<td>1.00</td>
<td>OSINSTALL</td>
<td>Onsite Installation</td>
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<td>$4,320.00</td>
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<tr>
<td>014</td>
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<td>LM-XNP-6400-OS-1YR</td>
<td>12 Months On-Site NBD Support (8-5/ M-F)</td>
<td>EA</td>
<td>$455.52</td>
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</tr>
<tr>
<td>015</td>
<td>1</td>
<td>LM-XNP-6400-W-1YR</td>
<td>12 Month Extended Warranty, Depot Repair or Replacement</td>
<td>EA</td>
<td>$167.50</td>
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<tr>
<td>016</td>
<td>1.00</td>
<td>Freight - Fixed Price</td>
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<td>$87.65</td>
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Your Price: $8,241.47  
Sales Tax: $329.85  
SubTotal: $8,571.32  
Total: $8,571.32

Prices are firm until 4/19/2023  
Terms: Net 30

Quoted by: Margaret Weeks, margaretw@leverages.com  
Date: 3/20/2023

Signature:  
PO#:  
Date:  
Title:  
PH#: 

Disclaimer  
Unless otherwise quoted, Standard delivery charges are 30 days ARO. Expedited freight will be charged prepaid and add. Please notify your sales rep should you want to use a freight account.
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- Leverage is a Small Business Enterprise
- Pricing is valid for (30) days
- Accepted Methods of Payment - Check or EFT, Please contact your sales rep for re-quote should you like to pay via Credit Card

Tax ID / EIN# 91-1607710
DUNS# 807596051
Cage Code: 0X6H7

Internal / Restricted Classification