

## MASTER SOLUTIONS AGREEMENT

This Master Solution Agreement (the “Agreement”) is a legal agreement entered into by and between the Customer identified in the signature block below (“Customer”) and Link Tech, LLC (dba Link Technologies and herein referred to as “Link”) and governs any executed order forms, quotes, or other ordering document (“Order Form”) that reference this Agreement. An Order Form will be issued to Customer by Link. This Agreement is effective on the date last executed in the signature block below (the “Effective Date”). This Agreement permits Customer to purchase subscriptions to the Solutions identified in the Order Form from Link and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein, and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in a URL referenced herein (the URL terms, the “Terms”), the documents will control in the following order: this Agreement, the Order Form, and the Terms.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1 Scope

**1.1 Solutions.** Customer will purchase and Link, together with its Affiliates (as defined below), will provide the specific products and services (“Solutions”) as specified in the applicable Order Form. A Solution may consist of equipment, which may be virtual or physical appliances (“Equipment”), software, including any add-ons offering enhanced features and functionality made generally available to Link customers from time-to-time (collectively, the “Software”), a cloud service offering, Software support, concierge services (as more fully defined in the Solutions Terms, as defined below) (collectively, “Services”), and/or additional professional services as defined below (“Professional Services”). The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a “Subscription Term”) for the one-time costs and subscription fees set forth therein (the “Fees”). Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions designated in the applicable Order Form, and the Solutions Terms found at <https://linktechconsulting.com/>, as may be updated from time to time by Link (the “Solutions Terms”). “Documentation” means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Link, but expressly excluding marketing and sales collateral and materials. For purposes of this Agreement,



“Affiliate” means any company or other entity, whether or not with legal personality, which directly or indirectly controls, is controlled by, or is under joint control with Link, including specifically, {City of North Las Vegas}.

**1.2 Future Functionality.** Customer agrees that it has not relied on the availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Link regarding future functionality should not be relied upon to make a purchase decision.

## **2 Equipment**

If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Link and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer’s environment. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than specified by Link, the Solutions may fail to function or may function improperly. In the event Customer relocates the Equipment, Customer will promptly notify Link so that Equipment deployment information can be updated within Customer’s account. Other than normal wear and tear, Customer is directly responsible for loss, repair, replacement, and other costs, damages, fees, and charges to repair the Equipment. If Customer does not return the Equipment to Link, Customer will be liable to Link for the replacement cost of the Equipment. If applicable, Link will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer’s designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Link upon termination of the Subscription Term. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Link pursuant to Section 7 herein. Customer understands and agrees, if the Equipment is located outside of the United States, Customer is responsible for acting as the importer of record.

## **3 Professional Services**

Certain Link Solutions may require Professional Services, such as onboarding, or may be stand alone offerings, and any such Professional Services shall be specified on an applicable Order Form.

## **4 Software and Services**

Provided Customer is in compliance with the terms of this Agreement, Link grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to: (i) install the object code form of the Software, but only in connection with Customer’s use of the Solutions and otherwise in accordance with the Documentation



and this Agreement, (ii) obtain and use Link's Services in conjunction with Customer's use of the Solution, and (iii) access the Link Customer Portal, subject to the Privacy Policy located at <https://linktechconsulting.com>, as may be updated from time-to-time (the "Privacy Policy"). Solutions Data, as defined in Section 10.1 herein, will be retained for the retention period as described in the Solutions Terms. Customer must implement Software and Services in order to enable features of the Solutions. Customer acknowledges that any changes made to the Customer's infrastructure or configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly and that Link will have no responsibility for the impact of any such Customer changes. Customer understands that the Solutions may consume additional CPU and memory in Customer's environment while running in production.

## **5 Reservation of Rights and Ownership**

Link owns or has the right to license the Solutions and any associated Documentation ("Link Technology"). Customer acknowledges and agrees that: (a) the Link Technology is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws; (b) Link retains all right, title, and interest (including, without limitation, all patent, copyright, trade secret, and other intellectual property rights) in and to the Link Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 12.3 below) which shall be retained by its third party licensor(s), any other deliverables, any and all related and underlying technology, and any derivative works or modifications of any of the foregoing, including, without limitation, any Feedback (as defined below); (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Link; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Link Technology; and (e) the Solution is offered as an online, hosted solution, and Customer has no right to obtain a copy of the Software. Feedback includes suggestions, comments, or other feedback ("Feedback") provided to Link by Customer with respect to the Solutions.

## **6 Restrictions, Responsibilities, and Prohibited Use**

**6.1 Restrictions.** Customer agrees not to, directly or indirectly: (i) modify, translate, copy, or create derivative works based on the Link Technology; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Solutions, except to the extent expressly permitted by applicable law (and then only upon advance notice to Link); (iii) interfere with or disrupt the integrity or performance of the Solutions or the data contained therein, or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Solution or their related systems or networks; or (v) remove or obscure any proprietary or other notice contained in the Link Technology, including on any reports or data printed from the Link Technology. Customer agrees to abide by the terms of the Acceptable Use Policy at <https://linktechconsulting.com>, as may be updated from time-to-time. If Link, in its reasonable discretion, determines that Customer's use of or



access to the Solutions imposes an actual or imminent threat to the security or stability of Link's infrastructure, or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Link may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions until such activity is rectified. If commercially practicable, Link shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

**6.2 Link Responsibilities.** Link shall provide the Solutions in accordance with the terms of this Agreement, as further described in the Solutions Terms. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades, or any similar changes that are made generally available to Link's customers free of charge from time to time during the Subscription Term.

**6.3 Customer Responsibilities.** Customer must identify a primary administrative user for its account ("Administrators"). The primary administrator is responsible for establishing all other designated administrators for Customer. Customer is responsible for notifying Link about changes to the primary Administrator. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator, but may be reassigned from time to time to new Administrators.

**6.4 Prohibited Use.** Customer represents and warrants that Customer is not a Prohibited Person nor owned or controlled by a Prohibited Person. "Prohibited Persons" shall mean a person or entity appearing on the lists published by the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury, or any other list that may be published by the U.S. Government, as amended from time to time, that is prohibited from acquiring ownership or control of items under this Agreement, or with which Link is prohibited from doing business. Customer further represents that the Solutions shall not be used for or in connection with: (i) nuclear activities, (ii) the development of biological or chemical weapons, missiles, or unmanned aerial vehicles, (iii) terrorist activities or any support thereof, or (iv) any other activities that would violate economic sanctions laws. Customer agrees to promptly notify Link, and terminate its use of the Solutions, if Customer discovers that any of the foregoing conditions apply. Link may suspend any use of the Solutions it reasonably believes Customer may be (or is alleged to be) in violation of the foregoing.

**6.5 Export/Import Compliance.** Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing: (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer will not (and will not permit any of its users to) access or use the Solutions in violation of any U.S. export embargo, prohibition or restriction, and (iii)



Customer will not submit to Link, directly or through the Solutions, any information that is controlled under the U.S. International Traffic in Arms Regulations.

## **7 Fees, Payment, Taxes, and Audit**

Customer will purchase the Solutions solely through Link. The Order Form containing terms related fees, payment, taxes, audit, and any other related terms shall be between Customer and Link. Customer will pay any owed amounts to Link, as agreed between Customer and Link. Customer agrees that Link may suspend or terminate Customer's use of the Solutions upon ten days' written notice to Customer if Customer does not submit timely payment of Fees to Link. The amounts paid by Customer will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Link's liability under Section 13. Customer's renewal pricing will be communicated to Customer by Link in accordance with the terms Customer has with Link prior to the renewal Subscription Term.

## **8 Compliance with Laws**

Each party represents and warrants that, during the term of this Agreement, it will comply with all foreign, federal, state, and local statutes, laws, orders, rules, regulations, and requirements, including those of any governmental (including any regulatory or quasi-regulatory) agency applicable to such party as it pertains to its obligations herein.

## **9 Confidentiality**

Pursuant to Nevada Revised Statute 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not

limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, and provider objects to the disclosure of such records, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This Section 9 shall survive the expiration or early termination of the Agreement. Either party (as a "Discloser") may disclose confidential and proprietary information, orally or in writing ("Confidential Information") to the other party (as a "Recipient"). All such information shall be marked with a restrictive legend of the Discloser or, if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp, or legend, information that would be apparent to a reasonable person that such information is of a confidential or proprietary nature shall constitute Confidential Information. Notwithstanding the foregoing, contract terms relating to Solutions Data shall be set forth in Section 10. Notwithstanding the marking requirements of this section, Customer acknowledges that the following constitutes Confidential Information of Link: any pricing, trade secrets, know-how,



inventions (whether or not patentable), techniques, ideas, or processes related to the Link Technology; the design and architecture of the Link Technology; the computer code, internal documentation, and design and functional specifications of the Link Technology; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Link Technology. Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder or if by Link, also as set forth in the Privacy Policy. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, and advisors with a clear and well defined "need to know" purpose who are informed of and bound by the obligations of this Agreement. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. To the extent legally required, Link may report any violations of law pertaining to any Customer Confidential Information and/or Customer's use of the Solutions. The Discloser agrees that the foregoing obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 16 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes, or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Policy, Link may retain Customer's name, contact names, email addresses, and such other necessary contact information following termination of this Agreement for its internal business purposes.

## **10 Solutions Data**

**10.1 Solutions Data.** "Solutions Data" means, depending on the Solution deployed, the operational system log data and any other information which Customer may elect to submit to Link through the Solutions, including but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title, and interest (including any and all intellectual property rights) in and to the Solutions Data



(excluding any Link Technology used with the Solutions Data). Customer hereby grants Link, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify, and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. If Link is compelled by law to disclose Solutions Data or its summary reports related thereto, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Customer's cost, if Customer wishes to contest the disclosure. Customer hereby authorizes Link to aggregate Solutions Data with other data so that results are non-personally identifiable with respect to Customer and collect anonymous technical logs and data regarding Customer's use of the Solutions ("Aggregate/Anonymous Data").

**10.2 Personal Information.** Confidential Information and Solution Data may include information that identifies, relates to, describes, is reasonably capable of being associated with, or linked to a particular individual, whether directly or indirectly ("Personal Information"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Link or requests Link collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights, and authority required to transfer or permit Link to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Link processing their Personal Information on Customer's behalf and in accordance with its instructions.

**10.3 European Union and United Kingdom General Data Protection Regulation.** If and to the extent Customer submits to Link personal data (as that term is defined under the General Data Protection Regulation ("GDPR") of individuals located in the European Economic Area or United Kingdom, the Link Data Processing Agreement available at <https://linktechconsulting.com>, as may be updated by Link from time-to-time (the "DPA"), is hereby incorporated into this Agreement unless Customer has signed a standalone Link Data Processing Agreement, in which case such terms shall control. The Customer agrees to complete and execute the Standard Contractual Clauses appended to the DPA, as may be necessary under the GDPR to transfer personal data from the EEA or UK to other countries, as may be necessary for use of the Solutions. It is Customer's sole responsibility to notify Link of requests from data subjects related to the modification, deletion, restriction, and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

**10.4 California Consumer Privacy Act.** The parties acknowledge and agree that Link is a service provider for the purposes of the California Consumer Privacy Act ("CCPA") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. Link shall not sell any such personal information. Link shall not retain, use, or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for

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Customer pursuant to this Agreement or as permitted by the CCPA. The terms “personal information,” “service provider,” “sale,” and “sell” are as defined in Section 1798.140 of the CCPA. Link certifies that it understands the restrictions of this Section 10.4. It is Customer’s sole responsibility to notify Link of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Solutions. Link agrees to provide reasonable cooperation to Customer in connection with such requests.

## **11 Indemnity**

**11.1 Link’s Indemnity.** Subject to Section 11.3, Link will defend and indemnify Customer from any unaffiliated third party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks, or any other intellectual property right) having effect in the United States, and Link will pay any settlements that Link agrees to in writing signed by an authorized officer of Link or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Link; (b) combined with other products, processes, or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; or (c) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 11.1 are Link’s sole and exclusive obligations, and Customer’s sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

**11.2 Customer Indemnity.** Subject to Section 11.3, Customer agrees to defend any third party claim or action brought against Link to the extent based on Customer’s breach of Section 6 or 10, and Customer agrees to pay any settlements that Customer agrees to in writing signed by an authorized officer of Customer or final judgments awarded to the third party claimant by a court of competent jurisdiction.

**11.3 Procedures.** Each party’s indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party’s obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party’s expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, may not be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.



**11.4 Options.** If Customer's use of the Solutions has become, or in Link's opinion is likely to become, the subject of any claim of infringement, Link may, at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Link, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

## 12 Warranty and Warranty Disclaimer

**12.1 Solutions Warranty.** *Link warrants that, during the Subscription Term and provided that customer is not in breach of this Agreement, that: (i) the Solutions provided under this Agreement do not infringe or misappropriate any intellectual property rights of any third party; and (ii) the Solutions shall substantially perform as described in the Documentation. In the event of any breach of this Section 12.1, Link shall, as its sole liability and customer's sole remedy, repair or replace the Solutions that are subject to the warranty claim at no cost to customer or, if Link is unable to repair or replace, then Link will refund any pre-paid fees for the Solutions, or parts thereof, subject to the warranty claim. Except for the warranty described in this section, the Solutions are provided without warranty of any kind, express or implied including, but not limited to, the implied warranties or conditions of design, merchantability, fitness for a particular purpose, and any warranties of title. Customer acknowledges that the Solutions are provided "as is" and further acknowledge that Link does not warrant: (a) the operation of the Solutions will be uninterrupted or error free; (b) the Solutions are not vulnerable to fraud or unauthorized use; (c) the features or functionalities of the Solutions will be available at any time in the future; and (d) the Solutions will identify or detect every vulnerability or security issue. Customer is responsible and Link shall have no responsibility for determining that the use of the Solutions complies with applicable laws in the jurisdiction(s) in which customer may deploy and use the Solutions.*

**12.2 Open-Source Warranty.** The Software includes certain Open-Source Software. Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "as is," and Link hereby disclaims all copyright interest in such Open Source Software. Link provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Link are for Link's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only to that component and not to Link's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Link's warranty obligation for the Solutions set forth in Section 12.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

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**12.3 Third Party Product.** Third Party Product (as defined in this Section 12.3) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, Link will pass through to Customer or directly manage for the benefit of Customer's use of the Third Party Products as part of the Solutions (such decision to be made in Link's discretion), the manufacturer warranties related to such Third Party Products. "Third Party Product" means any non-Link branded products and services (including Equipment and any operating system software included therewith) and non-Link licensed software products, including Open Source Software.

**12.4 Customer's Warranties.** Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Link promptly of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not use the Solutions in a manner that would violate applicable laws or regulations; (v) not use the Solutions and transfer any Solutions Data to Link for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions.

### 13 Limitation of Liability

*For any cause related to or arising out of this Agreement, whether in an action based on a contract, tort (including negligence and strict liability), or any other legal theory, however arising, Link will in no event be liable to Customer or any Third Party for: (a) damages based on use or access, interruption, delay, or inability to use the Solutions, lost revenues or profits, loss of Solutions, business, or goodwill, loss or corruption of data, loss resulting from system failure, malfunction or shutdown, failure to accurately transfer, read, or transmit information, failure to update or provide correct information, system incompatibility or provision of incorrect compatibility information, breaches by an authorized partner, or breaches in customer's system security; or (b) any indirect, special, incidental, or consequential damages; or (c) any amounts that exceed the total fees paid or payable by Customer for the Solutions that are the subject of the claim during the 12 month period immediately prior to the event which gives rise to such damages. These limitations shall apply whether or not Link has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy. Both parties understand and agree that the limitations of liabilities for each party set forth in this Agreement are reasonable and they would not have entered into the Agreement without such limitations. This limitation of liability does not apply to claims arising out of Link's gross negligence or willful misconduct or Link's indemnification obligations under Section 11.1.*



## **14 Term and Renewal**

This Agreement shall be in effect for the Subscription Term specified in the Order Form. The Order Form or other equivalent transaction document containing the terms related to the length of the Subscription Term and any renewal thereof, and any other related terms, as may be applicable, shall be between Customer and Link. Notwithstanding the foregoing, and unless otherwise set forth on an Order Form, the Subscription Term to the Solutions will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a 12 month term, and subject to the then-current terms at the time of renewal; provided, however, if either party would like to opt out of automatic renewal of the Subscription, then such party must notify the other party no less than 60 days prior to the expiration of the then-current Subscription Term.

## **15 Updates**

Link reserves the right to modify the Solutions, this Agreement, the Terms, and the Documentation, in Link's sole discretion, provided that such changes shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should Link make any modifications to the Agreement, the Terms, or Documentation, Link will send an electronic copy to Customer of the updated document. Customer may notify Link within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Link of its rejection during such 30-day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

## **16 Termination**

Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten days' advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Solutions and Link Technology, installed or otherwise, destroy all copies of any Link Technology that are in its possession or under its control, and promptly remove and return all Equipment to Link. Except as otherwise required by law, Link will remove, delete, or otherwise destroy all copies of Solutions Data and Confidential Information in its possession upon the earlier of (i) the return of the Equipment to Link or (ii) 30 days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return the Equipment within 90 days following termination or expiration, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Link and paid in accordance with Section 7 herein, and Customer shall be liable for any breach of the Confidential Information, Solutions Data, and Link Technology contained within the Equipment. Sections 7 (only as to amounts due and owing) and 9 through 14, 16, and 17 will survive the non-renewal or termination of this Agreement.

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## **17 Miscellaneous**

**17.1** Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next

business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, DHL, etc.) (receipt requested); or (c) on the date sent by e mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 17). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Link provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

**17.2** Notwithstanding any other terms to the contrary contained herein, Customer grants Link the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If Link intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Link will obtain Customer's prior written or email approval.

**17.3** The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Link shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

**17.4** This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate, or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law, or any other manner, without Link's express prior written consent. Any purported assignment, subcontract, delegation, or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation, or other transfer shall relieve the assigning party of any of its obligations hereunder.

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**17.5** The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed by the laws of the State of Nevada and the Las Vegas Municipal Code without regard to the conflicts of law provisions thereof. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada, to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees.

**17.6** Each party agrees that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

**17.7** No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

**17.8** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision.

**17.9** This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party.

**17.10** In the event that Link will have access to personal healthcare information in the delivery of the Solutions, the parties agree to the Business Associate Addendum ("BAA") located at <https://linktechconsulting.com>. In the event the parties have entered into a BAA in relation to protected health information, the parties intend for both this Agreement and BAA to be binding upon them and the BAA is incorporated into this Agreement by reference.

**17.11** The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be



construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**17.12** The Parties have agreed that this agreement, as well as any notice, document, or instrument relating to it, be drawn up in English only.

**In witness whereof**, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date set forth below.

**Link Tech, LLC (dba Link Technologies) City of North Las Vegas**

Signed: 

Name: Debbie Banko

Title: CEO

Effective Date::

Notice Address: 9505 Hillwood Drive #150  
Las Vegas, NV 89134

**City of North Las Vegas,  
a Nevada municipal corporation**

By: \_\_\_\_\_  
**Pamela A. Goynes-Brown, Mayor**

**Attest:**

By: \_\_\_\_\_  
**Jackie Rodgers, City Clerk**

**Approved as to form:**

By: \_\_\_\_\_  
**Andy Moore, Acting City Attorney**





9505 Hillwood Dr.  
Suite #150  
Las Vegas, NV 89134

**To:**  
City of North Las Vegas 2250  
Las Vegas Blvd. North  
North Las Vegas, NV 89030  
Attn: Dennis Moriarty / Ronald Williams

# QUOTE

**Date:** 9/11/2024

**Quote Expires:** 3-10-2025

Salesperson	Project	Payment terms	Start Date
Debbie Banko	CNLV MSSP	Billed Monthly	TBD

Qty	Description	Unit price	Line total
1	LogRhythm MSSP (SIEM) 24x7 Monitoring and Alerting Services	\$96,843.00	\$96,843.00
	Log collection and aggregation: Streamlining log data from various sources for centralized monitoring.		
	Log normalization and parsing: Ensuring consistency and readability of logs from different devices		
	Security event correlation: Identifying patterns and potential threats across disparate logs		
	Incident detection and response: Proactively detecting security incidents and assisting with response procedures.		
	Security compliance reporting: Generating reports to meet security audit requirements.		
	Quarterly Business Reviews: Review of existing log collections, reporting, key performance metrics of MSSP services, and to ensure any new assets are being logged appropriately.		
	Includes User Licenses		
	LogRhythm Onboarding/Project Management (Due at start)	\$500.00	\$500.00
	First Option Year (\$92,000)		
Subtotal			\$97,343.00
Sales Tax			0.00
First Year Total			\$97,343.00
Billed Monthly			\$8,111.92

To accept this quotation, sign here and return: \_\_\_\_\_

**Thank you for your business!**





LINKTEC-01

RICCIC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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).

<b>PRODUCER</b> Insurance Office of America 8337 W. Sunset Road Suite 290 Las Vegas, NV 89113	<b>CONTACT NAME:</b> Michelle Raila <b>PHONE (A/C, No, Ext):</b> (702) 936-7205 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Michelle.Raila@ioausa.com																					
<b>INSURED</b>  Link Tech, LLC DBA: Link Technologies 9505 Hillwood Dr, Ste 150 Las Vegas, NV 89134	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER B:</td><td>Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insurance Company	18058	INSURER B:	Hartford Underwriters Insurance Company	30104	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2596182	8/29/2024	8/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB879362	8/29/2024	8/29/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	72WBCAU9NEH	10/7/2024	10/7/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			PHPK2596117	8/29/2024	8/29/2025	Technology Services \$ 5,000,000
A	Cyber Liability			PHPK2596117	8/29/2024	8/29/2025	Integrated Tech \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Operations of the Named Insured

City of North Las Vegas, its officers, officials, employees, and volunteers are Additional Insured on a Primary and Non-Contributory basis with respects to General Liability, as required by written contract. Waiver of Subrogation applies to General Liability and Workers' Compensation, as required by written contract. Umbrella Liability follows form. Cancellation provisions apply per policy forms.

Technology E&O and Network Security policy is written on a claims made insuring agreement with a retroactive date of 8/29/2002.

## CERTIFICATE HOLDER

## CANCELLATION

City of North Las Vegas Attn: City Clerk 2250 Las Vegas Blvd N. North Las Vegas, NV 89030	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 
--	---



City of North Las Vegas  
 Attn: City Clerk  
 2250 Las Vegas Blvd N.  
 North Las Vegas, NV 89030

Issue date of certificate:

04/30/2024

Policyholder:

Link Tech LLC  
 9505 HILLWOOD DR STE 150  
 LAS VEGAS, NV, 89134-0528

Policy number

649160840

Allstate Indemnity Company

Dallas, TX

certifies that the following  
 insurance is in force:

**Policy period:**

Beginning April 23, 2024

through April 23, 2025

at 12:01 a.m. standard time.

## Certificate of Insurance

The person or organization designated below is described in the policy as:

City of North Las Vegas  
 Attn: City Clerk Catherine Raynor  
 2250 Las Vegas Blvd N.  
 North Las Vegas, NV 89030

☐ Additional Interested Party

Agent:  
 CHADWICK FAMILY AGY  
 1-702-451-4409

Coverages designated below are afforded for each described vehicle:

<u>Coverages</u>	<u>Limit of liability</u>	<u>Deductible</u>
Liability Insurance		Not applicable
Injury and Property Damage	\$1,000,000 Combined Single Limit	
Collision Insurance	Actual Cash Value	\$1,000
Comprehensive Insurance	Actual Cash Value	\$1,000
Hired Auto <input checked="" type="checkbox"/>	Included	Not applicable
Employer Non-Owned <input checked="" type="checkbox"/>	Included	

The policy includes blanket additional insured, blanket waiver of subrogation, and primary non-contributory coverage.

*This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy referred to above.*

Certificate of Insurance

Allstate Indemnity Company

Policy number

649160840

The Additional Interest Endorsement of such policy, in part, provides:

"...such insurance as is afforded by the policy" for automobile liability insurance listed on the reverse side hereof applies also to the person or organization named as Additional Interested Party. "As respects such...interest, no cancellation...and no endorsement...adversely affecting such additional interest, shall be effective until ten (10) days following the mailing of written notice (to the person or organization) of such cancellation or endorsement..."

Description of Operations / Special Provisions:

Description of Operations / Locations / Vehicles / Endorsements / Special Provisions

This policy includes Blanket Additional Insured and Blanket Waiver of Subrogation.  
No coverage for Primary & Non-Contributory coverage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT: INTEGRATED TECHNOLOGY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Damage to Premises Rented to You	\$1,000,000	2
Expected or Intended Injury – Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000	2
Non-Owned Watercraft	Less than 58 feet	3
Damage to Property You Own, Rent or Occupy	\$30,000	3
Medical Payments	\$20,000	3
Medical Payments Reporting Period	3 Years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	4
Supplementary Payments – Loss of Earnings	\$500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Who Is An Insured Employees and Volunteer Workers – Good Samaritan Acts Additional Insured – Newly Acquired or Formed Organization Additional Insured – Managers and Supervisors (with Fellow Employee Coverage) Additional Insured – Broadened Named Insured Additional Insured – Blanket Additional Insureds When Required by Contract Additional Insured – Lessees of Premises Additional Insured – Independent Contractors	Included	4 – 5
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	6
Transfer of Rights of Recovery Against Others To Us	Clarification	6
Liberalization	Included	6
Unintentional Failure to Disclose Hazards	Included	6

Bodily Injury – Includes Mental Anguish	Included	7
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	7

**A. Damage to Premises Rented to You**

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part:

1. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or

- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof;

2. The word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.**; and

- c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**; and

3. The words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**.

**B. Expected or Intended Injury – Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, Paragraph **a. Expected Or Intended Injury** is deleted in its entirety and replaced by the following:

- a. **Expected Or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**C. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, Paragraph **b. Contractual Liability** is amended by adding the following:

Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.



This coverage extension only applies to rental lease agreements and is excess over any renter's liability insurance of the client.

**D. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft,** Paragraph (2) is amended to read as follows:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**E. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property,** Paragraph (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**F. Medical Payments**

1. If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part the Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:

a. \$20,000; or

b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, Paragraph a., Item (b) is amended to read:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

**G. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions,** Paragraph e. **Athletics Activities** is deleted in its entirety and replaced with the following:

e. **Athletics Activities**

To a person injured while taking part in athletics.

#### H. **Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, Items 1.b. and 1.d. are amended as follows:

- b. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- d. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

#### I. **Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

#### J. **Who is An Insured**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. Paragraph **2.a.(1)** is deleted in its entirety and replaced with the following:

Each of the following is also an insured:

- a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:

**(1)** “Bodily injury” or “personal and advertising injury”:

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

However:



Paragraphs **(1)(a)** and **(1)(d)** do not apply to your "employees" or "volunteer workers," who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of Good Samaritan Acts while the "employee" or "volunteer worker" is performing duties related to the conduct of your business. Good Samaritan Acts mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

## 2. Newly Acquired or Formed Organization

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is amended to read:

**a.** Coverage under this provision is afforded until the end of the policy period;

## 3. Each of the following is also an insured:

**a. Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

**b. Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

**c. Blanket Additional Insureds When Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

**d. Lessees of Premises** – Any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply:

- (1)** To liability arising out of such person's or organization's sole negligence; or
- (2)** After the person or organization ceases to lease or rent premises from you.

- e. **Independent Contractors** – Any independent contractor, but only while acting within the scope of a written contract and only with respect to liability arising out of **your products or your work**.

**K. Duties in the Event of Occurrence, Offense, Claim or Suit**

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.**a. the requirement that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense, applies only when the “occurrence” or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An "executive officer" or insurance manager, if you are a corporation.
2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.** b. the requirement that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An "executive officer" or insurance manager, if you are a corporation.
3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.** is amended to include the following additional provision:
 

Your rights under this coverage part will not be prejudiced if you fail to give us notice of an “occurrence,” offense, claim or “suit” and that failure is solely due to your reasonable belief that the “bodily injury” or “property damage” is not covered under this coverage part. However, you shall give written notice of this “occurrence,” offense, claim or “suit” to us as soon as you are aware that this insurance may apply to such “occurrence”, offense claim or “suit.”

**L. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us** includes the following clarification:

Therefore, the insured can waive the insurer’s rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**M. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following additional condition:

**Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**N. Unintentional Failure To Disclose Hazards**



**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following additional condition:

**Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is amended to read:

“Bodily injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**P. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

- 1. **SECTION V – DEFINITIONS**, Paragraph 14., Item b. is revised to read:

- b. Malicious prosecution or abuse of process;

- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Effective Date:** 8/29/2024

**Name of Person or Organization (Additional Insured):**

Any person or organization as required by contract

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 72 WBC AU9NEH

**Endorsement Number:**

**Effective Date:** 10/07/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** LINK TECH, LLC

9505 HILLWOOD DR STE 150  
LAS VEGAS NV 89134

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_  
Authorized Representative