

AGREEMENT FOR COMMUNICATIONS EQUIPMENT AND SERVICES

This Agreement for Communications Equipment and Services (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Gosserco, Inc., a Arizona corporation (“Provider”).

RECITALS

WHEREAS, the City desires to purchase the Voice Logging Recorder System for the dispatch upgrade (“Products” and “Services”) as more particularly described in Proposal: SA012743 v1, dated November 08, 2024 (“Proposal”), a copy of which is attached hereto as **Exhibit A**;

WHEREAS the Provider represents that it is an authorized seller of the Products and Services and Provider agrees to sell, deliver, and provide the Products and Services upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions, and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all its obligations in the manner set forth in this Agreement and Exhibit A including, without limitation, selling the Products and Services to the City at the prices and quantities set forth in the Provider’s Proposal, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Proposal or as otherwise specified by the City.

1.3. If the Provider is shipping any of the Products to City prior to performing the Services, the Provider shall ship the Products to a shipping address specified by the City (“Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform the Services in accordance with Exhibit A, and the terms, conditions, and covenants of this Agreement and Exhibit A, its Exhibits and applicable Addenda. Any modification to the Products and/or Services must be specified in a written amendment to this Agreement that sets forth the nature scope and payment for the Products and/or Services as modified by the amendment.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8. The Provider shall at its own expense comply at all times with all applicable municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. This Agreement shall commence on the Effective Date and continue to be in effect for five (5) years ("Term"), unless earlier terminated in accordance with the terms herein. The annual not to exceed amount of this Agreement is One Hundred Eighty-One Thousand Three Hundred Dollars and 88/100 (\$181,300.88) for Contract Year # 1, Thirty Thousand Three Hundred Fifty-Two Dollars and 61/100 (\$30,352.61) for Contract Year # 2, and Thirty Thousand, Three Hundred Fifty-Two Dollars and 60/100 (\$30,352.60) for Contract Years # 3, # 4, and # 5. The City shall pay the Provider for the Products and Services in an amount not-to-exceed Three Hundred Two Thousand, Seven Hundred Eleven Dollars and 29/100 (\$302,711.29) as detailed on Schedule A below, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs, subject to the payment terms included in the proposal. Periodic progress billings will be due and payable within thirty (30) days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City.

Schedule A	
Fiscal Year:	Amount Per Fiscal Year:
Year 1	\$ 181,300.88
Year 2	\$ 30,352.61
Year 3	\$ 30,352.60
Year 4	\$ 30,352.60
Year 5	\$ 30,352.60
TOTAL:	\$ 302,711.29

2.2. The prices will remain in effect for the Term of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within thirty (30) calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

SECTION THREE INSURANCE

3.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

3.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

3.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL shall be provided on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of \$2,000,000.00 per occurrence and \$4,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

3.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit of \$1,000,000.00 single combined limit for bodily injury and property damage.

3.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

3.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

3.1.6. Cyber Liability Insurance, with limits of \$1,000,000 per claim, \$2,000,000 annual aggregate. Coverage shall be provided to respond to the duties and obligations as

is undertaken by Provider in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property (excluding patents and trade secrets), including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

3.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

3.2.2. Primary Coverage: For any claims related to this contract, the Provider's Commercial General Liability insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

3.2.3. Notice of Cancellation: The Commercial General Liability, Automobile Liability, and Workers Compensation policies will be endorsed to provide a thirty (30) day notice of cancellation to the City.

3.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation on the Commercial General Liability, Automobile Liability, and Workers Compensation policies which the Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

3.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, and agents.

3.2.6. Self-Insured Retentions: Self-insured retentions are the sole responsibility of the Provider.

3.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

3.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

3.3.1. The Retroactive Date must be before the date of the contract or the beginning of contract work.

3.3.2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

3.3.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

3.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them.

SECTION FOUR INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION FIVE INDEMNIFICATION

The Provider will defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, negligence, gross negligence or willful misconduct of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of its duties under the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms and conditions of Exhibit A, except to the extent the liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, or judgments arise from the negligence or willful misconduct of the City and/or

its officers, agents or employees. This Section shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement.

SECTION SIX CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION

6.1. Provider shall treat all information relating to the Products and Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

6.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

6.3. The Provider, its employees, agents, or subcontractors shall have no access whatsoever to the facilities nor files (digital or otherwise) of the City's Police Department without the physical presence of an escort pre-approved in writing by management of the Police Department.

SECTION SEVEN TERMINATION

The City, through its City Manager or her designee, may terminate this Agreement at any time for convenience, upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination.

SECTION EIGHT NOTICES

8.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by email, personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

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To City: City of North Las Vegas
Attention: Rosa Moreno
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633- 2444

To Provider: Goserco, Inc.
Attention: Shaun Andrews
7165 E. University Dr., STE 180
Mesa, AZ 85209
Phone: 480-964-8911 EXT 5117
Email: sandrews@goserco.com

8.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION NINE SAFETY

9.1 Safety Equipment. Provider shall supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TEN MISCELLANEOUS

10.1 Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. 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.

10.2 Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

10.3 Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

10.4 Controlling Agreement. To the extent any of the terms or provisions in the Proposal (Exhibit A) conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in the Proposal or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

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10.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

10.6 Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

10.7 Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

10.8 Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

10.9 Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations, and matters that by their terms survive the termination hereof.

10.10 Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination.

10.11 Public Record. Pursuant to NRS 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, 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 11.14 shall survive the expiration or early termination of the Agreement.

10.12 Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

10.13 Federal Funding. Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal

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department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

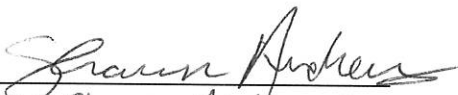
10.14. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Goserco, Inc.,
a Arizona corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By: 
Name: Shaun Andrews
Title: Sales Account Manager

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, City Attorney

EXHIBIT A

Proposal

Please see attached page(s)

We have prepared a quote for you

North LV PD Eventide On Prem DX system with backup gateway recorders

Quote #SA012743 v1

Prepared for

CITY OF NORTH LAS VEGAS

Prepared by

Shaun Andrews

Friday, November 08, 2024

CITY OF NORTH LAS VEGAS

Karmen Gibson

2332 Las Vegas Blvd N

North Las Vegas Blvd, NV 89030

GibsonK@cityofnorthlasvegas.com

Dear Karmen,

Thank you for giving Goserco the opportunity to quote a robust recording solution. The quote includes the following features below:

- Vesta position recording
- Motorola P25 recording-The licenses quoted are based on integrating to the Eventide and switching from a Verint recorder. *NOTE- There may be other Motorola fees or services required, to switch over to another recording solution.
- Quality Assurance
- Screen recording
- Analog backup gateway recorders
- RapidSos integration
- Geosearch
- Customer will use their own NAS for long term archiving storage
- Analog 911 trunk recording



Shaun Andrews
Sales Account Manager
Goserco HQ



Project Scope Detail

Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)

Project Scope Detail

- Pre-installation build, configuration, and ground shipping to site
- Remote project management, planning, and documentation
- On-site system installation, configuration, and recording testing during business hours
- Deployment of search/playback/export client environment
- Configuration of network archival to customer-furnished network-attached storage
- Configuration of access security per customer-furnished information
- Configuration of NTP time synchronization, and system e-mail notifications
- End-user system administrator and supervisor client training
- All travel time and expenses included
- 1st year on-site warranty repair service, with unlimited remote support to M-F 8am-5pm

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Primary recording system and analog gateways		Price	Qty	Ext. Price
	PRIMARY DX RECORDER WITH BACKUP ANALOG GATEWAYS (phone and radio)			
CE-NexLog740DX	Standard NexLog 740 DX-Series: 2x1TB Fixed s/w-RAID1=1TB storage Standard NexLog 740 DX-Series: 2x1TB Fixed s/w-RAID1=1TB storage	\$7,200.00	1	\$7,200.00
CE-DX755	Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	\$1,080.00	1	\$1,080.00
CE-DXANA8	8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses	\$2,400.00	1	\$2,400.00
CE-264242-003	9 ft. Cables for Analog or Digital PBX card	\$69.00	1	\$69.00
	Display Options			
CE-DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	\$1,312.50	1	\$1,312.50
	Internal Storage Options			
CE-DX711-1SSD	SSD Option - Upgrade NexLog 740 DX-Series (at time of order) to 4x2TB HotSwap MegaRAID5=6TB storage	\$5,276.25	1	\$5,276.25
	Rack Slide Options			
CE-324430	Rack Mount Slides - 24" 4 Post, 3U (for NexLog 740DX) Rack Mount Slides - 24" 4 Post, 3U (for NexLog 740DX)	\$270.00	1	\$270.00
	BACKUP RECORDING FOR PHONE AND/OR RADIO			
	Radio Gateway for 11 radio positions primary consolettes			
CE-DX-SGW-24ANA	24-Channel Analog DX-Series Smart Gateway (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Gateway software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX	\$7,800.00	1	\$7,800.00
	Analog Vesta Positons=11(4 laptop positions will be recorded VOIP but not analog)			
CE-DX-SGW-16ANA	16-Channel Analog DX-Series Smart Gateway (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Gateway software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX	\$6,300.00	1	\$6,300.00

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Primary recording system and analog gateways		Price	Qty	Ext. Price
CE-264242-003	9 ft. Cables for Analog or Digital PBX card	\$69.00	2	\$138.00
Subtotal:				\$31,845.75

NexLog 1 Software		Price	Qty	Ext. Price
CE-DX974	NexLogDX Database Fusion (for CAD and other systems) Initial Configuration and setup; subsequent maintenance events \$2,000 each	\$15,000.00	1	\$15,000.00
CE-115021	Enhanced Reports Engine	\$1,230.00	1	\$1,230.00
CE-271077	Quality Assurance DX Software (Quality Factor): FIRST 20 Agents (Requires MediaWorks Plus/DX)	\$2,265.00	1	\$2,265.00
CE-271082	Quality Assurance DX Software (Quality Factor): 20 Agent ADD-ON license pack	\$1,770.00	1	\$1,770.00
CE-271165	Quality Assurance DX Software (Quality Factor): Advanced Evaluation Scheduling Option (for QA recording selection based on available ANI/ALI or CAD metadata in the recorder's database)	\$1,312.50	1	\$1,312.50
CE-DX912	Motorola VESTA NG911 Call Recording Bundle (Voice, Metadata and SMS)	\$8,175.00	1	\$8,175.00
CE-271052	Internal IP Recorder with First 8 G.711 Channels Internal IP Recorder with First 8 G.711 Channels	\$3,150.00	1	\$3,150.00
CE-DX939	DX Series 8 Channel VoIP Add-On DX Series 8 Channel VoIP Add-On	\$1,440.00	8	\$11,520.00
CE-271083	8 pack MediaWorks DX (web) concurrent license 8 pack MediaWorks DX (web) concurrent license	\$817.50	1	\$817.50
CE-271098	Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps) Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	\$817.50	1	\$817.50
CE-271109	Eventide SSL Enabler option Eventide SSL Enabler option	\$0.00	1	\$0.00
CE-271111	Eventide MP3 option for MediaWorks DX Eventide MP3 option for MediaWorks DX	\$157.50	1	\$157.50
	Screen Recording Options-11+4 laptop Vesta Positions			
CE-271070	Windows Screen Recording (First 5 PCs on recorder) Windows Screen Recording (First 5 PCs on recorder)	\$2,265.00	1	\$2,265.00
CE-271076	Windows Screen Recording (5 additional PCs on recorder) Windows Screen Recording (5 additional PCs on recorder)	\$450.00	2	\$900.00

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

NexLog 1 Software		Price	Qty	Ext. Price
	Motorola Radio Integration-54 Talk groups			
CE-324720-DX	DVSI 2-Port USB Decoder Unit (for P25, DMR, MOTOTRBO, NXDN) - Max 8 DVSI 2-Port USB Decoder Unit (for P25, DMR, MOTOTRBO, NXDN) - Max 8	\$2,250.00	2	\$4,500.00
CE-271141	Mandatory license fee for Initial Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid) Motorola additional charges may apply. It is the customer's responsibility to consult with Motorola	\$54,995.00	1	\$54,995.00
CE-209220	Integration to Motorola ASTRO 25 system - Initial ASTRO version - SINGLE AIS Motorola may have additional charges related to any integrations with their products. It is the customer's responsibility to consult with Motorola	\$11,246.25	1	\$11,246.25
CE-TRU-115015	Mandatory Remote Install Prep for ASTRO 25/AIS; NON-DISCOUNTABLE	\$3,500.00	1	\$3,500.00
		Subtotal:		\$123,621.25

Professional Services		Price	Qty	Ext. Price
CG-SVC-Implementation Pkg	Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm) Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)	\$21,700.00	1	\$21,700.00
CG-SVC-Standard Shipping	Standard Shipping and Handling Charges Standard Shipping and Handling Charges	\$150.00	1	\$150.00
		Subtotal:		\$21,850.00

Extended Warranty Plan		Price	Qty	Ext. Price
	The following items are offered as an option to pre-purchase your Extended Warranty Plan and the required annual software subscription.			
CG-EWP-1st Year Upgrade	Upgrade from the standard GOLD EWP provided as a normal part of the first-year warranty to Gold 24x7. (For the 1st year of ownership.)	\$3,983.88	1	\$3,983.88

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Extended Warranty Plan		Price	Qty	Ext. Price
CG-EWP-Gold 24x7	Annual Extended Warranty Plan - GOLD 24x7: Remote & on-site; 24x7x365. Parts & labor included. Full terms and conditions are available in the Goserco EWP Service Level Agreement. <i>(For the 2nd through 5th years of ownership.)</i>	\$27,887.16	4	\$111,548.64
CG-EWP-Discout: Multi-Year	EWP discount for pre-payment of a multi-year plan. Failure to pre-pay for all contracted years, or early cancellation of plan will negate the discount and the discounted amount will be due immediately.	(\$5,577.43)	1	(\$5,577.43)
CG-EWP-EVENTIDE Sbscrptn-DXSUS	Annual Software Update Subscription (DXSUS) for Eventide DX-Series Solutions. Continuous DXSUS subscription is required for access to versions and updates. Price is per 12-month period and is not discountable). <i>(For the 2nd through 5th years of ownership following the 1st year subscription which is included in the purchase price.)</i>	\$3,859.80	4	\$15,439.20
		Subtotal:		\$125,394.29

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

North LV PD Eventide On Prem DX system with backup gateway recorders

Quote Information:

Quote #: SA012743

Version: 1

Delivery Date: 11/08/2024

Expiration Date: 12/14/2024

Prepared for:

CITY OF NORTH LAS VEGAS

2332 Las Vegas Blvd N

North Las Vegas Blvd, NV 89030

Karmen Gibson

GibsonK@cityofnorthlasvegas.com

702-633-1758

Prepared by:

Goserco HQ

Shaun Andrews

480-964-8911 x 5117

Fax 480-964-8912

sandrews@goserco.com



Quote Summary		Amount
Primary recording system and analog gateways		\$31,845.75
NexLog 1 Software		\$123,621.25
Professional Services		\$21,850.00
Extended Warranty Plan		\$125,394.29
Total		\$302,711.29

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Statement of Work-New

CITY OF NORTH LAS VEGAS

Communications Recording Solution Upgrade or Implementation

Prepared for: CITY OF NORTH LAS VEGAS ("the customer")

Prepared by: Goserco, Inc. ("Goserco")

Project: Communications Recording Solution (Upgrade or Implementation)

Statement of Work (SOW) and Statement of Purpose

Goserco, Inc. is pleased to submit this statement of work for services to deliver the applicable installation, configuration, testing, training, and relevant project management for a new or upgraded communications recording solution. This document outlines Goserco, Inc.'s services and those expected to be provided by the customer or its relevant vendors when planning and implementing this project. It may also describe specific services to be customized to your environment. Specifically, this SOW is only for the applicable installation, configuration, testing, training, and relevant project management for a communications recording solution.

In the event of overlap, any specific terms and conditions agreed to by Goserco by another device (contract, RFP response, or other written agreement) shall take precedence over this statement of work. With authorized signatures by both parties and in the absence of such an outside agreement, the terms and conditions specified in this statement of work shall apply and constitute agreement to such terms and conditions by both parties.

Changes to this Statement of Work will be processed following the procedures described in "Appendix B. Project Change Control Procedure." Both parties must approve and accept a Change Authorization to initiate scope changes under this agreement. The investigation and the implementation of changes may result in modifications to any aspect of the project schedule, pricing/invoiced charges, and/or other terms of this agreement. Without signatures of acceptance, specific pricing (if any) in this Statement of Work expires 60 days following the date of its preparation.

Project Scope

The scope—the customized and detailed list of specific items that define what will be considered "in-scope" for this project—is written in a separate section titled "Project Scope Detail." The Project Scope Detail is considered part of this statement of work.

Assumptions

General

- The customer will provide a single point of contact that will act as the project owner and who will be the primary individual to sign off on the project phases at completion
- All work under this statement of work will occur Monday-Friday between the hours of 8:00 am and 5:00 pm; no installations, configuration, moves, site visits, or other related work will be scheduled over weekends, evenings, or Goserco, Inc.-declared holidays, without mutual agreement in advance from the Goserco, Inc. project manager and the customer project manager
- Goserco, Inc. and the customer will jointly create any project documentation where customer involvement is required. The customer must approve the final installation schedule and final versions of project documentation to ensure it coincides with all expectations
- Goserco, Inc. and the customer will jointly create any special requirements for defining “project acceptance” in writing, and with mutual agreement to such requirements, those requirements will become part of a written cutover plan (or installation checklist)
- “Project acceptance” (via a signed installation service ticket or other written acknowledgment) should follow (within 24 hours) completion of the written project plan, a successful support turnover call, and Goserco’s delivery to the customer of “as-built” system configuration documentation

Premises Work

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor
- The customer assumes all responsibility for compliance with local and federal laws and regulations relating to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording, application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring is not included in this SOW. Additional information follows in the section titled “Specific Technical and Other Provisions.”
- Hours spent troubleshooting problems outside this SOW's project scope will be billed at \$150 per hour (via remote access) or \$225 per hour (on-site). The project managers will be contacted and will approve any additional charges before the execution of any work that could result in extra charges

Shipping Management and or Special Requirements

- In general, all shipments for this project will be via local delivery or “UPS Ground.”
- Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at the actual cost

Deposits, Invoicing, and Scheduling

- Order Deposit—Unless other contractual arrangements or quoted payment terms exist (within this proposal package), whether governmental or private sector, a deposit equal to 50% of all hardware and software is due when the order is placed and required to begin implementation project management. The remaining 50% of the balance of all hardware and software and 100% of services are invoiced at project completion.
- Motorola API licensing—If Motorola licensing is part of the system configuration, the licenses must be paid upfront. The part description in the quote will be listed as “*must be prepaid*” or “*due up front*” to determine which part/s this applies to.
- Invoicing – Invoices for equipment and software (or for the remaining balance on any equipment and software) to be installed as part of this implementation will be generated when the equipment and software are delivered to the customer site(s). Invoices for services will be generated after those services (based on either a specific project milestone invoicing schedule or at

general “project acceptance”)

- Payment - All invoices are due within 30 days of the invoice date (NET 30), and the customer may take a 2% discount (of invoice total) for any invoice paid within ten (10) days of the invoice date (NET 10)
- Postponement/Project Schedule Delay—If the customer postpones or delays the project schedule after ordering any equipment, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (mutually agreed-upon) installation date.
- Last-Minute Project Delay—If the project is canceled or postponed by the customer for reasons beyond Goserco, Inc.'s control within 14 days of the scheduled installation, the customer must pay 50% of hardware, software, and any AIS licensing fees within 30 days of the initially scheduled installation if they haven't already done so. Additionally, the customer may be charged an additional fee of up to 10% of the total invoice.
- On-site Cancellation/Postponement Charges - If the installation is canceled or postponed for reasons beyond the control of Goserco, Inc., once a technician is on-site, the cost of taking the technician out of service at \$150 per hour (for actual time out of service), and related travel expenses (at cost) will be passed on to the customer
- On-site Project Delay - If the project is unreasonably delayed while a technician is on-site for reasons such as, but not limited to, access to appropriate buildings or specific areas within buildings, lack of access to, or unavailability of assigned or appropriate customer personnel, delay due to a third party, waiting, etc. the cost of the technician being out of service at \$150 per hour (for actual time out of service), will be passed on to the customer

Goserco, Inc. Team Responsibilities

Pilot System

- If a pilot system is required (for multi-site installations only), it will be coordinated through the project planning process

Project Management

- The Goserco, Inc. project manager (or designated backup) will work with the customer for the project's life. He or she will manage each phase of the project, including shipping, installation, training, and all other contacts regarding this project
- The Goserco, Inc. project manager will handle the escalation of problem-solving within Goserco, Inc. internal teams as well as contacts within the Customer organization
- The Goserco, Inc. project manager should be the first point of contact for any project issue
- The Goserco, Inc. project manager will handle communication issues regarding equipment procurement and/or transportation within Goserco, Inc
- The Goserco, Inc. project manager will review all documentation
- The Goserco, Inc. project manager will maintain a project schedule and task list

Installation Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- All installation teams will consist of 1-2 Goserco, Inc. technicians
- Installation and training are for Eventide NexLog recording equipment and client software as quoted/described
- Each technician will bring appropriate tools to complete their assigned tasks
- Any issues that may delay or prevent the completion of the installation will be escalated to the Goserco, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site
- All work areas will be neat and free of recording system installation materials and packaging before leaving the site
- Goserco, Inc. is not responsible for pre-existing network conditions that prevent regular operation or delay installation (i.e.,

network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

Training Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- The stated project scope dictates training content
- Training scheduling will be mutually agreed upon by the customer and Goserco, Inc. project manager. Although the customer is responsible for coordinating classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Goserco, Inc.), the Goserco, Inc. project manager will assist in the organization and planning with the customer project manager.

Goserco, Inc. Contacts

- Project Manager: TBA
- Backup Project Manager: TBA
- Lead Technician: TBA
- Account Rep: TBA
- Other technicians and personnel, as assigned: Office 480-964-8911 Option 1

Customer Responsibilities

General

The responsibilities listed in this section are in addition to those responsibilities specified in any Goserco, Inc. quoted sales terms, and all services by the customer are to be provided at no charge to Goserco, Inc. Goserco, Inc.'s performance is predicated upon the following responsibilities being fulfilled by the customer

Project Management

Before beginning any work in the project calendar or plan, the customer will designate a Project Manager to whom all Goserco, Inc. communications will be addressed and who has the authority to act for the customer within the terms of this agreement. The Customer's project manager will be the focal point for the following activities:

- Serve as the communications interface between Goserco, Inc. and all Customer departments participating in this project.
- Coordinate and ensure the provision of all required customer information (as needed for proper implementation) and delivery of requirements (hardware, technical support, and services) to perform this Statement of Work. Answers and information should be provided within three working days of Goserco, Inc.'s request unless the Customer and Goserco, Inc. mutually agree to an extended response time
- Assign personnel to the project who can be on-site during equipment delivery and installation for verification and acceptance. Goserco, Inc. will coordinate the schedule with the Customer Project Manager
- Help resolve and escalate project issues and problems within the customer staff, as needed.
- Administer Project Change Control in conjunction with the Goserco, Inc. Project Manager
- Receive, review, and maintain Goserco, Inc.-prepared documentation
- Accept responsibility for the security of all equipment shipped to the Customer's location(s)
- Arrange for any security clearances required for all Goserco, Inc. personnel

- Arrange for payment of deposits and invoices

Customer Contacts

- Project manager: TBA
- Customer telephony contact: TBA
- Customer 911 telephony contact: N/A
- Customer radio contact: TBA
- Customer I.T.servers/network contact: TBA
- Customer I.T.desktop contact: TBA
- Customer operations (site) Contact: TBA

Specific Technical Services and Other Provisions

Equipment-Environment

- Customer will ensure adequate UPS power and power distribution for all servers to be installed
- Customer will ensure adequate rack mounting space and proper environmental control where equipment is to be installed - standard 19" 4-post rack rail hardware is typically supplied with new systems purchased from Goserco, Inc. However, in cases where the standard supplied rack rail hardware will not accommodate a proper installation, the customer will provide and install suitable rack shelving or other mounting hardware as may be required by local building/equipment installation codes
- Each server must be located within Ethernet standard distances of the switch it connects to and has a minimum of two available ports for network access - one dedicated for network traffic (CTI connection, client connections, and CAS server upload) and one for IP recording capture (or spare)

Operating System and Anti-Virus Software

- For Windows-based systems only, Operating System Critical Updates are the responsibility of the customer for Microsoft Windows-based systems (Manufacturer-tested update levels will be provided by Goserco, Inc. regularly, as QA'd and released by the manufacturer – typically semi-monthly)
- Anti-virus software (and proper configuration thereof) for the server(s) is the customer's responsibility and is required. There may be mandatory file extension type exclusions for Windows-based servers (including any virtualized ones).

Equipment Access and Remote Access

- Customer will ensure access to any locked facilities (i.e., equipment rooms) to prevent a technician from experiencing any delays on-site while attempting to access an installation location
- The customer will provide uninterrupted remote access to all Goserco, Inc.-installed servers (and potentially relevant clients) during any period in which Goserco, Inc. delivers installation or configuration services, technical support, or maintenance/extended warranty services

Networking, Clients, and Desktop Installations

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP
- Network administrative configuration of the recording servers is the responsibility of the customer – Note: there may be specific network environment requirements for the system(s), and it is advised that the customer checks with Goserco, Inc. before implementation of configuration or changes – e.g., Audiolog servers are typically required to be joined to the domain in

a separate OU with no policies pushed (including any servers that are virtualized), and a domain Audiolog administrative user account with local administrator privilege on the Audiolog is required for application services. While Eventide servers are Linux-based, there may be a specific configuration of network needed

- Any new client user PC's must meet the minimum requirements listed in the system documentation CD
- An appropriate customer network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Goserco, Inc. technician at the installation
- All network configuration required to produce a successful implementation is the customer's responsibility and will be provided to Goserco, Inc. free of charge. Successful implementation includes both server connectivity and configuration of the client PC network. Additionally, it is the responsibility of the customer to provide and ensure LAN/WAN connectivity and configuration that will allow for proper client access from within or off-site, if applicable (including firewall configuration where necessary)
- Customer will provide a list of client PCs, AD usernames, actual usernames, and a seating chart (to include desired channel-level security restrictions) if Goserco, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis

Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information

- For an integrated recording of any telephone/PBX, digital radio, or IP dispatch console communications system, the customer will provide or otherwise arrange for the purchase, installation, and configuration of all telephone/PBX, digital radio, and or IP dispatch console hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for the purchase, installation, and configuration of any related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will provide or otherwise arrange for the purchase of all telephone/PBX, digital radio, and or IP dispatch console configuration, testing, and troubleshooting services, as well as any required network configuration (including SPAN ports if needed), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX, digital radio, and or IP dispatch consoles, and the customer network
- The customer will provide a complete list of requested telephone/PBX, digital radio, and/or IP dispatch console information, including, but not limited to, hardware and software versions, IP addresses, protocols, etc., as well as details that may be needed to ensure a successful integration and proper recording, such as agents, extensions, device identifying information, channels, talk groups, and frequency IDs and/or names.

Wiring

Traditional Device Monitoring and Other Wiring Notes

- In general, Goserco, Inc. will provide a demarcation point (typically one or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible for providing feed wiring for all audio sources to be recorded and cross-connect to the provided demarcation point
- For direct digital station tapping, the customer is responsible for providing feed wiring for recording any extension. This is typically accomplished (for supported handset models) by passing the cross-connect wiring from the designated PBX output pair through the provided recording demarcation point (punch without cut/termination) and onto the designated premise wiring/jack pair for the phone to be recorded. Goserco will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g., produce a list of devices required to be recorded) and identify and mark existing extension punch-down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair)
- For analog recording (full-time or record-on-demand) of digital or VoIP phones via logger patch, analog feed wiring in the form of a CAT5 cable home run from within 5' of the telephone (terminated as an RJ11) to recorder demarcation block (non-terminated) is to be provided to Goserco, Inc. at no charge for each phone to be recorded. Goserco, Inc. will typically offer and

install the required analog logger patches – note: a standard 110V AC power outlet within 5' of the phone is also required

- Intrado/Positron: For the analog recording of LIFELINE100 and VIPER systems, CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) will be provided to Goserco, Inc., at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing standard CDR from the Viper system) is required and will be provided to Goserco, Inc., at no charge.
- Airbus/Cassidian: For the analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable) will be provided to Goserco, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required and will be provided to Goserco, Inc. at no charge.
- For analog recording of radio, the customer is responsible for providing feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Goserco, Inc. at no charge
- Signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of -10dBm to 0dBm

Pricing

Pricing Per Quotation

Pricing for the services listed in this statement of work is "a fixed amount, complete package."

APPENDIX A - Deliverable Guidelines

Status Reports

Purpose: The Goserco, Inc. project manager will typically provide weekly project plans or status reports via e-mail, advising the customer project team of the progress and status of Goserco, Inc.-related activities. The report will outline and describe the status of tasks worked on during that period and document significant accomplishments, milestones, and problems identified.

Content: The report may consist of the following, as appropriate for the project:

- A regularly updated project schedule, noting key events, planned travel, and training schedules
- Activities performed during the week/month
- Activities planned for the next week/month
- Issues or concerns about activities which occurred in the previous week/month
- Recommendations relating to problems or issues
- Any other items that Goserco, Inc. reasonably anticipates may affect the schedule or otherwise materially impact the project
- Billing information if needed
- Project change control summary (See "Appendix B. Project Change Control Procedures" in Appendix B for details.)

Installation Checklist/Cutover Plan (if applicable)

Purpose: An installation checklist/cutover plan document will provide a detailed plan for cutover and contingency planning and or back-out procedures for the installation services. The installation checklist/cutover plan document will also give a brief outline/timeline of expected activities for on-site time and will require customer approval before installation. The combination of a completed customer-approved installation checklist and a completed service ticket by the installing technician will be presented to the customer for signature, and the customer's signature will constitute project acceptance. Minor exceptions, deviations, and other changes noted in the installation checklist shall not delay project acceptance if follow-up support or resolution has been initiated and communicated in writing. Such deviations do not materially impact the primary use and functions of the deployed system(s).

Copies of All System Software and Documentation

A copy of all system software and documentation will be provided for each site. Documentation is usually offered on CD or DVD in PDF format. Customers are responsible for the safekeeping of software and documentation.

Other Project Documentation

Other project documentation will be delivered as deemed beneficial to the project. This may include technical documentation, project planning documentation, and documentation of specific site-specific configuration details.

Administrator and End-User Training

System administrator and end-user training sessions will be scheduled and provided as the project's scope dictates. Before the training, a training plan that details the training content, formats, and relevant audience(s) may be provided.

APPENDIX B - Project Change Control**Procedures**

The following provides a detailed process to follow if a change to the scope or directly from the Customer to this Statement of Work is required:

A Project Change Request (PCR) will be the vehicle for communicating change (to be completed by Goserco, Inc. at the customer or Goserco, Inc. request)

- The Project Change Request must describe the rationale for the change and the effect the change will have on the project
- The Customer and Goserco, Inc. Project Managers will review the proposed change and approve it or revise it as required. Goserco, Inc. will specify any charges for such a change. If the Customer Project Manager authorizes the change in writing, this constitutes approval for the change charge(s). Goserco, Inc. will invoice the Customer for any such charges. The Customer will be responsible for the effect that the change will have on price, schedule, and other terms and conditions of the Agreement
- The Customer and Goserco, Inc. must sign a written Project Change Request to authorize the implementation of the changes

APPENDIX C – Legal Agreements**Invoices and Payment**

Unless otherwise specified in a Sales or Services Agreement or other contract, you agree to pay Goserco, Inc. the Purchase Price for Products and/or Services and the license fee(s) for Licensed Software, less any deposit paid previously, within thirty (30) days of the delivery of any Products or Licensed Software and/or the provision of any Service. You also agree to pay Goserco, Inc. amounts equal to any applicable sales, use, property, value-added, or any other taxes, except income tax, resulting from any transaction under this Agreement or any Sales or Services Agreements. Any applicable tax will be based on those taxes imposed by the taxing authorities in the jurisdiction to which you request the Products or Licensed Software delivered or in which Services are performed. Unless otherwise agreed and indicated on documentation provided by Goserco, Inc. to you, such as an invoice or otherwise provided herein, you will pay all shipping costs for Equipment, Products, or Licensed Software you purchase from Goserco, Inc. If you dispute any amount on an invoice, you must provide written notification of the dispute to Goserco, Inc. within ten (10) days after receiving the disputed invoice. Goserco, Inc. agrees to provide supporting documentation concerning any disputed amount or invoice within ten (10) days after written notification of the dispute to Goserco, Inc. Both parties agree to use their best efforts to resolve such dispute within thirty (30) days after you provide written notification of the dispute. You shall have no obligation during the thirty (30) day period specified above to pay any amount you reasonably dispute. Still, you agree to pay the undisputed portion of the invoice.

Shipping; Risk of Loss

All risk of loss or damage to the Products shall be the responsibility of the party upon whose premises the Products are located at the time of such loss or damage. If the loss or damage occurs during shipping or delivery, the party in charge of arranging for such shipping or delivery shall bear the responsibility for the loss or damage. You agree, upon delivery of Equipment or Products, and before the transfer of title and/or license rights to you, to insure such Equipment or Products with a conventional commercial insurance policy sufficient to protect Goserco, Inc.'s interest in such Equipment or Products and to provide Goserco, Inc. evidence of such insurance upon its reasonable request.

Non-Solicitation

Each party recognizes that the other party's employees are critical to the business operations of the other party. For the term of this Agreement and six (6) months after its termination, each party agrees that it and any parent company, subsidiary, partner, limited partner, joint venture, or any entity related in any manner to it by common ownership ("Related Entities"), will not employ, hire, or compensate in any manner or capacity, including as an employee or independent contractor ("Employ") any employee of the other party that it was introduced to by, and who was directly connected with, such party's performance under this agreement. Each party further agrees not to employ any former employee of the other party unless the employer-employee relationship has been terminated for not less than one hundred eighty (180) days. In the event of a breach of this provision by a party or any Related Entities, such party shall be liable to the other party for the principal sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as liquidated damages, and not as a penalty for said breach.

Confidentiality

All documentation and information that are either designated as confidential or proprietary or would reasonably be considered to be confidential or proprietary, including without limitation, drawings, listings, techniques, algorithms, processes and technical and marketing information, business data, and employee information which are transferred between the parties in connection with this agreement ("Proprietary Information") (other than documentation and information intended for general distribution to third parties) shall be held in strict confidence by the parties. They shall not be disclosed or used in any fashion other than according to the terms of this agreement without the other party's prior written consent. Each party's proprietary information and all other items related to that, including, without limitation, programs, methods of processing, specific design and structure of individual programs and their interaction, and the unique programming techniques employed therein, and all enhancements, modifications, updates, and derivative works thereof are and shall remain the sole and exclusive property of such party and shall not be sold, revealed, used, disclosed, transmitted or otherwise communicated, directly or indirectly, by the other party except as expressly provided for in this Agreement. Each party agrees to protect the others' proprietary Information with the same standard of care and procedures that it uses to protect its own trade secrets and Proprietary Information of a confidential nature.

Force Majeure

Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts due to events of nature, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or officials thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or service interruption must be without fault or negligence of the party claiming excusable delay. The party claiming excusable delay must promptly notify the other party. Performance time under this Agreement shall be considered extended for some time equivalent to the time lost because of any delay, which is excusable under this paragraph, provided, however, that if any such delay continues for more than sixty (60) days, the party not claiming excusable delay shall have the option of terminating the order or service upon written notice to the party claiming excusable delay.

APPENDIX D - Signatures**CITY OF NORTH LAS VEGAS**

Communications Recording Solution Upgrade or Implementation

Document prepared for signature on November 08, 2024

We, the undersigned representatives of CITY OF NORTH LAS VEGAS and Goserco, Inc. have read and understand this statement of work and the details contained herein. We agree to this Statement of Work as attached, the services to be provided as detailed in project scope detail, as well as the terms, conditions, specific responsibilities, provisions, and appendices:

CITY OF NORTH LAS VEGAS**Goserco, Inc.**_____
Signature of authorized customer representative_____
Signature of authorized Goserco, Inc. representative_____
Printed Name_____
Printed Name_____
Title_____
Title_____
Date: (MM/DD/YYYY)_____
Date: (MM/DD/YYYY)

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, City Attorney

EWP - SLA

Extended Warranty Plan - Service Level Agreement

7165 East University Drive

Suite 180

Mesa, AZ 85207

480.964.8911



Goserco, Inc.

Type: **Voice Logging Recorder System**

Plan: **GOLD 24x7** (24x7x365)

For technical support: <https://secure.goserco.com/support>, tech.support@goserco.com or 480-964-8911 (follow prompts for Service/Technical Support)

Goserco, Inc. offers the following Service Level Agreement for extended warranty protection for, and covered services performed on, the listed equipment* installed at the **North Las Vegas Police Department** ("Customer"). All parties agree to abide by the terms specified by this SLA.

TERM:

Coverage under this SLA begins at 12:01 am **TBD based on installation date** and terminates at 11:59 pm **60 months later (5 years)**.

PROVIDED SERVICES:

1. SERVICE REQUESTS: Requests for technical support or service may be submitted to Goserco via:
 - a. INTERNET: The Goserco technical support portal at <https://secure.goserco.com/support>
 - b. EMAIL: The Goserco technical support email at tech.support@goserco.com
 - c. TELEPHONE: The Goserco service desk at 480-964-8911 (follow the prompts for technical support)
2. RESPONSE TO SERVICE REQUESTS: Response to service requests received through the methods above have a guaranteed initial response time as listed below. The initial response may be via the telephone with the Customer or remote access to determine the type and severity of the service request so that the appropriate response can be coordinated:
 - a. STANDARD: M-F 8 am-5 pm MST (excluding Goserco recognized holidays):
 - i. Initial response within 2 hours of receipt of the service request.
 - b. AFTER-HOURS: 24 hours a day, 7 days a week, 365 days a year, outside of Standard business hours:
 - i. Initial response according to the service request method and type of request:
 1. After-hours EMERGENCY requests must be made via the telephone by leaving a voice mail for the on-call technical support personnel by following the specific 'on-call' prompts on the Goserco technical support desk number.
 - a. A problem is considered an emergency if two or more channels are not recording.
 - b. Initial response within 4 hours of receipt of the service request.
 2. After-hours NON-EMERGENCY service requests may be submitted via the Internet, email, or by leaving a voice mail at the Goserco service desk.
 - a. Initial response on the next business day during Standard business hours.
3. RESOLUTION OF SERVICE REQUESTS: Service requests will be troubleshot and resolved via:
 - a. TELEPHONE: Simple issues may be resolved by assisting the Customer over the phone to resolve the matter.
 - b. REMOTE ACCESS: The primary method of resolution is by the technician utilizing remote access means to access and work on the covered system directly.
 - c. ON-SITE: If troubleshooting efforts via the means above indicate an on-site response is required, it will be scheduled accordingly unless determined to be an emergency.
 - i. Emergency on-site response is typically by the end of the next business day and is considered necessary when two or more channels of the covered system are not recording.
 - ii. If any failure to record is determined to be due to a problem listed in Excluded Services, travel and on-site time charges will be incurred at the applicable hourly rates.
4. PARTS: All parts originally installed by Goserco as part of the covered system are covered at 100%.
 - a. Only two DVD-RAM drives (if installed in the system) per SLA year are covered.
 - i. Additional drives will be replaced at actual cost, with no labor charge.
 - b. Coverage for parts is contingent upon specific environmental and other requirements being met (see Terms and Conditions).
5. UPDATES: Manufacturer recommended or required recording application updates (service packs, hotfixes, etc.). In general, recording application updates will be performed via remote access. If updates require upgrading clients, this service may be performed on-site at the technician's discretion.
 - a. Systems sold at or upgraded to a level that requires software subscriptions from the manufacturer will only be updated for as long as the Customer continues to pay for the required software subscriptions. Said software

EWP - SLA

Extended Warranty Plan - Service Level Agreement

7165 East University Drive

Suite 180

Mesa, AZ 85207

480.964.8911



Goserco, Inc.

Type: **Voice Logging Recorder System**

Plan: **GOLD 24x7** (24x7x365)

For technical support: <https://secure.goserco.com/support>, tech.support@goserco.com or 480-964-8911 (follow prompts for Service/Technical Support)

subscriptions are normally included in the cost of this EWP SLA and will be included on the covered equipment list*.

- b. In the event a manufacturer releases a no-cost version upgrade of recording application software, such upgrades will be delivered or performed with no labor charge (excluding shipping and handling for upgrade media if required).
6. **TRAINING:** As needed, new employee and annual refresher recording system training are provided.
 - a. Training will be conducted via remote access.
 - b. This is in addition to the training sessions provided during the initial system acceptance period.
 - c. Prior coordination and scheduling are required.
7. This SLA provides coverage for the listed system only. Peripherals (i.e.: reproducer workstations, label printers, UPS equipment, etc.) are not covered unless specified and agreed upon by both parties, and specifically listed on the equipment list*.

TERMS AND CONDITIONS:

1. Unless agreed upon by both parties prior to the Term beginning date, this SLA is to be paid in full by the Customer on or before the Term start date.
2. All requests for technical support or service must include direct call-back contact information. The Customer must indicate, in writing, the person(s) authorized to call for service, and the person(s) authorized to receive administrative system passwords, if such security is desired. Failure to provide and keep current an authorized contact list indicates the Customer agrees and authorizes that any calling party from their organization may receive such services or information.
3. The covered system must be always connected to appropriate power from an Uninterruptible Power Supply (UPS). Absence of, or lack of appropriate maintenance to, the appropriate UPS power will void coverage of the system.
4. Remote access to the covered system is required. This can be via dial-up, or the Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status.
 - a. Goserco is not responsible for any delay due to holdup in the Customer establishing remote access to the system. The Customer is responsible for providing all remote access site-specific details and any special remote access client software (when required).
 - b. In the event remote access is only granted on a case-by-case, or temporary basis, the Customer is responsible for establishing the availability of the remote access (connecting phone line, enabling remote access, etc.).
 - c. Should the Customer permanently remove remote access during the term of this SLA, Goserco may immediately move the Customer to the most similar 'on-site only' EWP and bill the Customer the pro-rated amount for that SLA increase.
5. The Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.
6. The Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.
7. For any on-site services, the Customer is responsible to ensure the Goserco technicians have appropriate and timely access to the job site for the duration of the site visit.

EXCLUDED SERVICES:

1. Connection or repair of any telephone adapters (logger patches) and associated wiring, or feed source wiring.
2. Relocating any parts of the covered system, adding/removing components, system reconfiguration due to changes in the Customer equipment/environment, and/or installation of additional clients that require an on-site.

EWP - SLA

Extended Warranty Plan - Service Level Agreement

7165 East University Drive

Type: **Voice Logging Recorder System**

Suite 180

Mesa, AZ 85207

Plan: **GOLD 24x7** (24x7x365)

480.964.8911



For technical support: <https://secure.goserco.com/support>, tech.support@goserco.com or 480-964-8911 (follow prompts for Service/Technical Support)

3. Repairs due to any power problem or acts of nature regardless of cause (I.E., vandalism, negligence, misuse, intentional or accidental damage, power surge, fire damage, water damage, lightning strikes, etc.). All service requests that require an on-site response due to any power problem, or an act of nature, will be billable at applicable rates.
 - a. Additionally, any damage due to power problems or acts of nature voids the parts' warranty protection.
4. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.
5. Any internal networking configuration, problems, or modifications that may affect the covered system (such as restrictive domain policies), or the ability of remote clients to connect properly to the covered system.
6. Windows Updates and virus protection. These are the responsibility of the Customer with Windows-based systems.
 - a. Both require manufacturer approval (and specific exclusions in some cases) via Goserco, Inc. prior to application.
7. Hardware upgrades or release-level software version upgrades in system or application software, unless part of a current manufacturer paid subscription service.

LISTED EQUIPMENT*:

MAKE	MODEL	SERIAL NUMBER	QTY	COMMENTS
Eventide	740DX	TBD	1	120 channels
Eventide	SGW-24 Gateway	TBD	1	
Eventide	SGW-16 Gateway	TBD	1	

EXTENDED WARRANTY PRODUCTS:

ITEM	COMMENTS	PRICE	QTY	AMOUNT
CG-EWP-1st Year Upgrade	Upgrade from the standard Gold EWP.	\$ 3,983.88	1	\$ 3,983.88
CG-EWP-Gold 24X7	Annual EWP: Remote & on-site; 24x7x365. P&L incl.	\$ 27,887.16	4	\$ 111,548.64
CG-EWP-Discount: Multi-Year	EWP discount for pre-payment of a multi-year plan.	\$ (5,577.43)	1	\$ (5,577.43)
EVENTIDE Maint: DXSUS	Annual Software Update Subscription (DXSUS).	\$ 3,859.80	4	\$ 15,439.20
				\$ -
TAX				\$ -
TOTAL				\$ 125,394.29

Goserco, Inc.	Chris Nadeau	Customer Name	North Las Vegas Police Department
Authorized Signature		Authorized Signature	
Today's Date	11/08/24	Today's Date	

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

GOSERCO, INC.

Nevada Business Identification # NV20021411265

Expiration Date: 09/30/2025

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 09/04/2024.

A handwritten signature in black ink, reading "FVAguilar".

Certificate Number: B202409044935088

You may verify this certificate

online at <https://www.nvsilverflume.gov/home>

FRANCISCO V. AGUILAR
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2024

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).

PRODUCER Greenwood Insurance Group, Inc. 2700 Research Forest Dr. Suite 124 The Woodlands TX 77381	CONTACT NAME: Heather Lindsey PHONE (A/C, No, Ext): 281-397-7844 x1125 FAX (A/C, No): 346-202-1935 E-MAIL ADDRESS: heather@greenwoodinsurance.net
INSURED Goserco, Inc. 7165 E University Dr., #180 Mesa AZ 85207	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: *The Hartford Insurance Company INSURER C: Hartford Fire Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1668780571**REVISION 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, 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			61SBAIR6188	8/22/2024	8/22/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			61SBAIR6188	8/22/2024	8/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61SBAIR6188	8/22/2024	8/22/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	61WECAR6815	8/22/2024	8/22/2025	<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
C	Technology E&O A Employment Practices Liability			61TE029759124 61SBAIR6188	8/22/2024 8/22/2024	8/22/2025 8/22/2025	Aggregate Limit 5,000,000 Aggregate Limit 10,000

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

CERTIFICATE HOLDER**CANCELLATION**City of North Las Vegas
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

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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

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% 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 a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us 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.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

 - (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

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 the insured against that "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 the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. 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.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such 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.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form 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;

(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.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the 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.
 - (7) All interest on the full amount of any 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.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "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; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) 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.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) 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, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of 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 fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (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;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

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:

- (1) "Your product";
- (2) "Your work"; or
- (3) "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.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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), or 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 that "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.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

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

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

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

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any 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 the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) 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 the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 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.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (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. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or 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 injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "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 the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, 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 limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any 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 the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) 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 the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "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".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" 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, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all 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
 - b. 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 "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 23. "Volunteer worker" means a person who:**
- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

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

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

Section I - Coverage

A. Insuring Agreement

We will pay on **your** behalf money in excess of the Retention that **you** become legally required to pay as **damages** and **claim expenses** because of a **claim** caused by a(n):

Professional Liability

1. **professional services wrongful act**;

Data Privacy and Network Security Liability

2. **data privacy wrongful act**, including the actual or alleged failure to comply with **your** written and publicly available policies, procedures, and standards for the collection, use and disclosure of **nonpublic personal information**;
3. actual or alleged failure to provide any required notices in connection with any part of a **data privacy wrongful act**; or
4. **network wrongful act**.

B. Defense

1. For all covered **claims** made in the United States of America, its territories and possessions, Puerto Rico or Canada, **we** have the right and duty to defend **you**. **We** have the right to appoint counsel. **We** may investigate any **claim** as **we** deem appropriate.
2. For all covered **claims** made outside the United States of America, its territories and possessions, Puerto Rico or Canada, **we** have the right but not the duty to defend **you**, appoint counsel and investigate. If **we** choose not to defend, appoint counsel and investigate such a **claim**, the **first named insured** under **our** supervision will arrange for investigation and defense of the **claim** as reasonably appropriate. Subject to the Limits of Liability, **we** will reimburse the **first named insured** for paying **damages** or **claim expenses** for covered **claims**.
3. The following terms apply to all covered **claims**, wherever they are made:
 - a. **You** will not settle any **claim** without **our** prior written consent, even if the **claim** is less than the amount of the Retention. **We** have the right to settle all **claims**, wherever made, unless **we** receive a written objection from the **first named insured** before **we** agree to a settlement. The **first named insured** will be notified before **we** agree to a settlement. If the **first named insured** objects to a settlement recommended by **us** and acceptable to the claimant, then **our** duty to pay will be limited to:
 - (1) the amount of **damages** for which the **claim** could have been settled; plus
 - (2) all **claim expenses** incurred and paid or payable by **us** or the **first named insured** at the time **we** made **our** recommendation; plus
 - (3) fifty percent (50%) of all covered **damages** and **claim expenses** incurred and paid or payable by **us** or the **first named insured** after the time **we** made **our** recommendation.

If the total of these amounts falls within **your** Retention, **we** will have no duty to pay **damages** and **claim expenses** on that **claim**.

In no event will **we** be obligated to pay more than the remaining applicable Limit of Liability determined under Section V – Limits of Liability and Retention.

In **claims** where the **first named insured** has objected to a settlement recommended by **us**, **we** have the right to stop defending and paying **claim expenses** upon tendering control of the defense to **you**.

- b. **We** have the right to exercise all of **your** rights in choosing arbitrators and in conducting all arbitrations.
 - c. **Our** right and duty to defend **claims** and to pay or reimburse for **claim expenses** will end when **we** have used up the applicable Limit of Liability by paying **damages** and/or **claim expenses**.
4. At **our** discretion, and with **your** consent, **we** may pay early intervention costs incurred to investigate a **wrongful act** reported to **us** that may result in a **claim**. Such costs may be paid during the time between when such **wrongful act** is reported and the time a **claim** is made to **us**, per Section VII – Conditions, Duties in the Event of a Wrongful Act or Claim, and will reduce the Limits of Liability. Should such early intervention costs be incurred for what becomes an actual **claim**, such intervention costs will be deemed **claims expenses**, and therefore, subject to **your** Retention obligation.

C. When We Insure

This policy applies to a **wrongful act** only if all the terms in 1 through 3 below are met:

- 1. the **wrongful act** was committed on or after the applicable Retroactive Date shown in the Declarations and before the end of the **policy period**;
- 2. before the Start Date of this policy shown in the Declarations, no **specified insured** knew of or should have reasonably known of:
 - a. a **wrongful act**; or
 - b. any fact(s) or circumstance(s)which could reasonably be expected to result in a **claim**; and
- 3. the **claim** because of the **wrongful act** is:
 - a. first made against any of **you** during the **policy period**; and
 - b. reported to **us** in writing by **you** using **your** best efforts to notify **us** as soon as practicable after any **specified insured** becomes aware of it.

All **claims** arising from the same **wrongful act** are considered to be one **claim**.

A **claim** is deemed first made when the earliest of the following occurs:

any of **you** receive written notice of such **claim**; or

subject to the Section VII – Conditions, Duties in the Event of Wrongful Act or Claim, **we** receive from **you** or **your** agent written notice of the **wrongful act**, which later results in a **claim**.

A **claim** is deemed reported to **us** when **we** first receive it in writing.

Section II – Definitions

- **actual income loss** means the net profit before taxes that **you** would have earned or incurred during the **period of restoration** had there not been a **network outage**. **Actual income loss** will be calculated on an hourly basis and limited to the **period of restoration**.
- **business interruption loss** means the sum of **actual income loss** and **extra expense** resulting from a **network outage**.

business interruption loss does not include any:

- 1. contractual liability or the value of, or associated with, any cancelled contract, including but not limited to any sums due pursuant to a contractual provision for liquidated damages, agreed penalties, or similar remedy;

2. costs or expenses incurred to update, replace, restore, or improve the **computer system**;
3. costs or expenses incurred to identify or remediate vulnerabilities or errors in the **computer system**;
4. **damages**;
5. **claim expenses**;
6. other **first party expenses**; or
7. amounts that are uninsurable pursuant to applicable law.

- **claim** means a written demand received by any of **you** for **damages** or injunctive relief. This includes a suit, arbitration or other type of alternative dispute resolution proceeding against any of **you**. It also includes a request to toll or waive the running of the statute of limitations. It does not include a request by **you** for reimbursement of **first party expenses**, nor does it include a **data privacy regulation proceeding**.
- **claim expenses** means reasonable expenses incurred by **us** or by **you** with **our** prior written consent investigating and defending a **claim**.
 1. **claim expenses** also include:
 - a. the cost of bonds to release attachments, but only for bond amounts within the remaining applicable Limit of Liability. **We** do not have to furnish these bonds;
 - b. costs taxed against **you** in the suit. However, these payments do not include attorney's fees or attorney's expense taxed against **you**;
 - c. interest on the full amount of any judgment that accrues before or 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 remaining applicable Limit of Liability; and
 - d. actual loss of earnings up to \$1,000 per day for each of **you** that **you** personally incur because of time off from work at **our** request to help **us** investigate or defend a **claim**.
 2. **claim expenses** do not include any **first party expenses** or any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**.
- **computer system(s)** means the following, if leased or owned by the **named insured**, or operated by a **third party service provider**: computers, input and output devices, network devices and equipment, peripheral devices, storage devices, back-up facilities, mobile devices, and associated computer programs, software and applications, including cloud-based computer programs, software and applications.
- **contract worker agreement** means a signed agreement between the **named insured** and an individual person who is an agent or independent contractor when the agreement provides that:
 1. the agent or independent contractor will provide specific **enterprise services** on behalf of the **named insured**;
 2. the **named insured** will indemnify the agent or independent contractor for those **enterprise services**; and
 3. the agreement is made before any **wrongful act** that may give rise to a **claim**.
- **crisis management expenses** means reasonable and necessary fees and expenses:
 1. charged by a **crisis management firm** in the performance of **crisis management services**; and
 2. for printing, advertising, mailing of materials, or travel by an **executive officer**, partner, owner, employee, agent of the **named insured**, or the **crisis management firm** as a direct response to a **data privacy wrongful act**.

crisis management expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

- **crisis management firm** means any public relations or law firm hired or appointed by **us** or by **you** to perform **crisis management services** in connection with a **data privacy wrongful act**.
- **crisis management services** means those services performed by a **crisis management firm** to minimize potential harm to the **named insured** arising from a **data privacy wrongful act**, including:
 1. maintaining and restoring public confidence in the **named insured**;
 2. providing advice to the **named insured** in connection with such **data privacy wrongful act**;
 3. determining the **named insured's** legal obligations under **data privacy laws**;
 4. providing necessary legal services to the **named insured** in responding to a **data privacy wrongful act**; and
 5. communicating prior to a **claim** or **data privacy regulatory proceeding** with regulators, consumers, and clients regarding a **data privacy wrongful act**.
- **cyber extortion expenses** means those reasonable and necessary expenses incurred by the **named insured** as a result of a **cyber extortion threat** including **cyber extortion payments**.

cyber extortion expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

- **cyber extortion payments** means necessary monetary amounts paid by the **named insured** to a party who is not insured under this policy and whom the **named insured** believes to be responsible for the **cyber extortion threat**.
- **cyber extortion threat** means any credible threat by a person or organization against the **named insured** to:
 1. cause a **network intrusion**;
 2. alter, damage, encrypt, render inaccessible, or continue to render inaccessible any computer program, software or electronic data that is stored within the **computer system**;
 3. release, disseminate, destroy, or use **nonpublic personal information** obtained from the **computer system** through a **network intrusion**; or
 4. release, disseminate, destroy, or use **third party corporate confidential information**.

The foregoing notwithstanding, any such threat will not constitute a **cyber extortion threat** unless, prior to the surrendering of property or other consideration as payment by or on behalf of the **named insured**, the **named insured** conducts a reasonable investigation and determines that such threat is technologically credible.

All **cyber extortion threats** that are logically or causally connected by common facts, circumstances, situations, events, transactions and/or decisions are considered one **cyber extortion threat** occurring on the earliest date such **cyber extortion threat** was first made.

- **cyber investigation expenses** means those reasonable and necessary expenses incurred by the **named insured** to:
 1. conduct an investigation of the **computer system** by a third party to determine the source or cause of a **data privacy wrongful act** or **network intrusion**; and
 2. retain the services of a PCI Forensic Investigator to comply with the terms of the **named insured's payment card agreement**.

cyber investigation expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

- **damages** means a money award, judgment or settlement that **you** become legally required to pay, including punitive, exemplary and multiplied damages where insurable by law.

damages do not include:

1. any kind of: refund, rebate, redemption coupon, offset, return or credit that has been paid to or by any of **you**, or that is owed to or by any of **you**; examples include but are not limited to any of the following: any licensing fee or other fee, royalty, subscription or access charge, or other charge;
2. disgorgement of profits or any money or credits that represent any gain, profit or advantage to which any of **you** are not legally entitled;
3. **your** cost to comply with any non-money or injunctive relief;
4. cost or expense to recall, upgrade, replace, repair, correct, complete or re-perform **enterprise services**, in whole or part, by:
 - a. any of **you**; or
 - b. another party if any of **you** had the opportunity to recall, upgrade, replace, repair, correct, complete or re-perform **enterprise services**;
5. any criminal: fine or penalty;
6. any payment any of **you** make without **our** prior written consent;
7. the purchase or contract price for **your enterprise services**; or
8. any **first party expenses** or any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**.

In accordance with the foregoing, insurable punitive, exemplary and multiplied damages will be covered based upon the law of the most favorable of the following jurisdictions to **you**:

- a. where the punitive, exemplary or multiplied damages are imposed or awarded;
- b. where the **claim** resulting in punitive, exemplary, or multiplied damages occurred;
- c. where the **wrongful act** giving rise to a **claim** that resulted in punitive, exemplary, or multiplied damages occurred;
- d. where the **named insured** against whom punitive, exemplary, or multiplied damages are imposed or awarded is incorporated, resides or has their principal place of business; or
- e. where **we** are incorporated or have **our** principal place of business.

■ **data privacy laws** means any local, state, federal or foreign laws, statutes and regulations governing the collection, control, confidentiality, sharing, or use of **nonpublic personal information**. **Data privacy laws** include but are not limited to:

1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) (HIPAA);
2. Health Insurance Technology for Economic and Clinical Health Act of 2009 (HITECH);
3. Gramm-Leach-Bliley Act of 1999, also known as, the Financial Services Modernization Act of 1999;
4. The Family Educational Rights and Privacy Act ("FERPA");
5. Children's Online Privacy Protection Act of 1998 ("COPPA");
6. Section 5(a) of the Federal Trade Commission Act but solely for alleged unfair and deceptive acts or practices resulting in a **data privacy wrongful act** or **network wrongful act**; or

7. State privacy protection and breach notification laws, including but not limited to the California Database Protection and breach notification laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and California A.B. 1950.

■ **data privacy regulatory expenses** means:

1. reasonable and necessary legal fees and expenses incurred by the **named insured** in the defense of a **data privacy regulation proceeding**;
2. fines or penalties assessed in connection with a **data privacy regulation proceeding**; and
3. amounts which the **named insured** is legally obligated to deposit in a fund as equitable relief, including consumer redress funds, due to a settlement or adverse judgment in a **data privacy regulation proceeding**.

data privacy regulatory expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

■ **data privacy regulation proceeding** means a civil, administrative or regulatory proceeding against, or a civil investigation of, a **named insured** by a governmental agency commenced by an investigative demand or similar request for information or by a complaint or similar pleading, alleging violation of any **data privacy law** as a result of a **data privacy wrongful act** or a **network wrongful act**.

■ **data privacy wrongful act** means any act, error or omission by **you** or a **rogue employee** that results in:

1. the improper collection, control, disclosure or use of **nonpublic personal information**;
2. a violation by the **named insured** of a **data privacy law**; or
3. the improper disclosure or use of **third party corporate confidential information**.

■ **data restoration expenses** means the actual, reasonable, and necessary expenses incurred by **you** to restore, replace or recover a computer program, software, application or other electronic data that is altered, destroyed, stolen, impaired or erased as a result of a **network intrusion**.

If **you** determine that such computer program, software, application or other electronic data cannot be reasonably restored, replaced or recovered, then **data restoration expenses** means only the reasonable and necessary costs incurred by **you** to reach this determination.

data restoration expenses do not include costs or expenses incurred to:

1. identify or remediate any errors or vulnerabilities or to update, restore, replace, upgrade, maintain, or improve any **computer system**;
2. duplicate the research that led to the development of the **named insured's** computer program, software, application, other electronic data or any proprietary or confidential information or intellectual property; or
3. develop or purchase any computer program, software, application or other electronic data.

Nor do **data restoration expenses** include:

- a. the economic or market value of any **computer system**, computer program, software, application or other electronic data;
- b. any amounts that are uninsurable pursuant to applicable law; or
- c. any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**.

■ **denial of service attack** means a malicious attempt by a third party to restrict or prevent access to the internet, or computer program, software or application within the **computer system**.

- **enterprise services** means the tangible and intangible work product and services **you** provide to others for a fee or other remuneration. **Enterprise services** include, but are not limited to, **technology services**. **Enterprise services** expressly do not include any violations of law, rule or regulations related to one's status as, or any performance or failure to perform services as an accountant, architect, civil or structural engineer, dental or medical health care professional, insurance agent or broker, lawyer, mortgage broker or banker, real estate agent or broker, or surveyor.
- **executive officer** means a director or officer in a position created by **your** charter, constitution, by-laws or any other similar governing document.
- **extra expense** means actual, reasonable and necessary expenses incurred by **you** to reduce, minimize, or stop a **network outage**, but only to the extent such expenses are in excess of the **your** normal operating expenses, including but not limited to, any of **your** overhead expenses or any salaries, wages, fees, or benefits of any of **you**.
- **first named insured** means the **named insured** first listed in item 1 of the Declarations.
- **first party expenses** means the following expenses incurred by the **named insured**:
 1. **business interruption loss**;
 2. **crisis management expenses**;
 3. **cyber extortion expenses**;
 4. **cyber investigation expenses**;
 5. **data privacy regulatory expenses**;
 6. **data restoration expenses**;
 7. **notification and identity protection expenses**; and
 8. **pci expenses**.
- **interrelated wrongful act** means multiple **wrongful acts** that are logically or causally connected by common facts, circumstances, situations, events, transactions and/or decisions. **Interrelated wrongful acts** that occur before the end of the last technology errors and omissions/liability policy issued by an insurance company member of The Hartford are considered one **wrongful act** occurring on the date the earliest such **wrongful act** is committed. An **interrelated wrongful act** is subject to the Each **Wrongful Act** Limit.
- **named insured** means:
 1. the persons or entities listed in item 1 of the Declarations; and
 2. any **subsidiary**.
- **network intrusion** means the gaining of access to or use of the **computer system** by an unauthorized person, or by an authorized person in an unauthorized manner, including but not limited to the transmission of malicious code to or participation in a **denial of service attack** against computer systems that are not owned, operated or controlled by **you**.

All **network intrusions** that are logically or causally connected by common facts, circumstances, situations, events, transactions and/or decisions are considered one **network intrusion** occurring on the earliest date such **network intrusion** first occurred.
- **network outage** means the actual and measurable failure, interruption, degradation, suspension or delay in service or the failure of the **computer system** directly resulting from a **network intrusion** or a **denial of service attack**.

All **network outages** that are logically or causally connected by common facts, circumstances, situations, events, transactions and/or decisions are considered one **network outage** occurring on the earliest date such **network outage** first occurred.
- **network wrongful act** means any act, error or omission by **you**, a **rogue employee**, or a **third party service provider**, which results in a **network intrusion**.

■ **nonpublic personal information** means:

1. a natural person's name; address; unpublished telephone number; social security number; driver's license or state identification number; credit, debit or other financial account number; medical information; education records; username; passwords or personal identification numbers; website cookies; geolocation data; or any other information that would allow access to the natural person's financial or medical account; or
2. any other information of a natural person that is designated as private or confidential by any local, state, federal or foreign laws, statutes or regulations.

Notwithstanding the foregoing, nonpublic personal information does not include information that is lawfully available to the general public.

■ **notification and identity protection expenses** means reasonable and necessary expenses incurred by **you** to:

1. notify individuals, customers or clients of a **data privacy wrongful act** in compliance with a **data privacy law**;
2. voluntarily notify individuals, customers and clients of a **data privacy wrongful act**;
3. establish call center services to answer calls following notification of a **data privacy wrongful act**; and
4. provide credit monitoring; identity monitoring; medical identity monitoring; account monitoring; fraud detection and alerts; identity theft insurance; and identity protection or restoration services to individuals in response to a **data privacy wrongful act**.

notification and identity protection expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

- **payment card agreement** means a contract between **you** and a financial institution, payment card company, payment card processor, or merchant that establishes the terms and conditions for accepting and processing payment cards.
- **pci expenses** means the monetary fines, expenses, assessments, or fraud reimbursements that **you** are legally obligated to pay or incur under the terms of a **payment card agreement** as a result of a **data privacy wrongful act** or a **network wrongful act**.

pci expenses do not include: any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**; any charge backs, interchange fees, service charges, cost or expenses for system improvements, or any other costs or expenses related thereto; or any amounts that are uninsurable pursuant to applicable law.

- **period of restoration** means the period of time that begins with the date and time of the **network outage** after application of the waiting period set forth on the Declarations and ends on the date and time the **computer system** is or could have been restored to substantially the level of operation that had existed prior to the **network outage**. The foregoing notwithstanding, in no event shall the **period of restoration** exceed the number of days set forth in the Declarations.

■ **personal injury** means:

1. any form of defamation or disparagement causing harm to the character, reputation or feelings of any person, entity, product or service, including but not limited to libel, slander, product or service disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
2. any form of invasion, infringement or interference with rights of publicity or privacy, including but not limited to false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
3. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy; and
4. malicious prosecution or false: arrest, detention or imprisonment.

- **policy period** means the time beginning with the Start Date shown in the Declarations and ending with the earlier of:
 1. the date of termination or cancellation; or
 2. the End Date shown in the Declarations.
- **pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, odors, noise, lead, oil or oil product, radiation, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants** also means any substance located anywhere in the world identified on a list of hazardous substances issued by any federal agency (including, nonexclusively, the Environmental Protection Agency) or any state, county, municipality or locality or counterpart thereof, or any foreign equivalent thereof.
- **professional services wrongful act** means the following when actually or allegedly committed by **you**, a **rogue employee**, or on **your** behalf:
 1. an error, unintentional omission, or negligent act in **your** performance of **enterprise services**;
 2. a breach of warranties or representations about the fitness, quality, suitability, performance or use of **your enterprise services**;
 3. the failure of **your enterprise services** to perform the function or serve the purpose intended; and
 4. a **security wrongful act** in **your** performance of **enterprise services**.
- **rogue employee** means any past or present employee of any **named insured** who acts or acted outside the scope of his or her employment to intentionally cause a **wrongful act**. **Rogue Employee** does not include any **specified insured**.
- **security wrongful act**:
 1. failure to prevent:
 - a. denial of service;
 - b. disruption of service;
 - c. unauthorized access to, unauthorized use of, repudiation of access to, tampering with or introduction of malicious code into: firmware, data, software, systems or networks;
 - d. identity theft or disclosure of **nonpublic personal information**; or
 - e. disclosure of **third party corporate confidential information**; and
 2. the improper collection, control, or use of **nonpublic personal information**.
- **specified insured** means:
 1. any **named insured** including the spouse and/or domestic partner of a **named insured** that is an individual;
 2. any past or present partner, **executive officer**, or any individual in an equivalent position of a **named insured**, including but not limited to individuals that hold management positions similar to an **executive officer** for any **named insured** that does not have a charter, constitution, by-laws or any other similar governing document;
 3. any individual responsible for the insurance, legal, or financial matters of the **named insured** including but not limited to General Counsel, Risk Manager, or Insurance Manager of the **named insured**;
 4. any member of the **named insured** that could be afforded coverage under this policy; or

5. the executors, administrators or legal representatives of 1, 2, 3, or 4 listed above in the event of a death, incapacitation or bankruptcy of 1, 2, 3 or 4 listed above; but this only applies while performing their duties as such.

specified insured does not include any **rogue employee**.

- **subsidiary** means any corporation of which the **first named insured** owns, directly or indirectly, more than fifty percent (50%) of the issued and outstanding voting stock. The stock must be owned by the **first named insured** on the Start Date shown in the Declarations of this policy.
 1. **Subsidiary** also includes any corporation which becomes a **subsidiary** during the **policy period**, provided that as soon as practical, but no later than within ninety (90) days of its becoming a **subsidiary**, **you** have:
 - a. provided **us** with full details of the new **subsidiary** including a completed and signed **subsidiary** application and any other underwriting information **we** may require;
 - b. agreed to and paid any additional premium related to the **subsidiary**; and
 - c. agreed to any change in the terms and conditions of this policy required by **us** relating to the new **subsidiary**.
 2. This policy does not apply to any **claim** or **first party expense** arising from or involving a **subsidiary** for any **wrongful act, cyber extortion threat, network intrusion, or network outage** that was committed when the **first named insured** did not own directly or indirectly more than fifty percent (50%) of the issued and outstanding voting stock of the **subsidiary**.
- **technology services** means the following services performed for others for a fee or remuneration:
 1. consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 2. integration of systems;
 3. processing of, management of, mining or warehousing of data;
 4. administration, management, operation or hosting of: another party's systems, technology or computer facilities;
 5. website development; website hosting;
 6. internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
 7. manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 8. design and development of: code, software or programming;
 9. providing software application: services, rental or leasing;
 10. screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;
 11. **telecommunication services**;
 12. **telecommunication products**; and
 13. web related software and connectivity services performed for others.
- **telecommunication products** means computer hardware, firmware and/or software products, electronic equipment or devices manufactured, sold, handled, distributed or disposed of by **you** which are specifically designed or intended for use in telecommunication systems or **your telecommunication services**.

- **telecommunication services** means the following services performed for others:
 1. telephone services including competitive access provider, dial tone access, digital subscriber line (DSL), incumbent/ local exchange carrier, facsimile, integrated services digital network (ISDN), interconnection, local, long distance, reseller, switching, and 911 emergency services;
 2. means call conferencing, call forwarding, call identification, call return, call waiting, calling card, directory assistance, repeat dialing, speed dial, toll free, video conferencing, voice messaging services;
 3. cellular and wireless communication services including paging and ground based satellite communication services;
 4. provision of cable television services; and
 5. telecommunication consulting services.
- **temporary worker** means a person who is provided to **you** by a third party for a specific time period to support or increase **your** work force in special situations. Such situations may include employee absences, temporary skill shortages and seasonal workloads. A temporary worker is not an employee of **yours**.
- **third party corporate confidential information** means third party corporate information provided to **you** and protected under a nondisclosure agreement or confidentiality provision of a contract entered into by the **named insured** with the owner of the third party corporate information.
- **third party service provider** means an independent contractor operating on behalf of the **named insured** pursuant to a written contract or agreement with the **named insured** but only if such independent contractor is acting within the scope of the terms of the written contract or agreement for the benefit of the **named insured**.
- **wrongful act** means the following:
 1. **data privacy wrongful act**;
 2. **network wrongful act**;
 3. **professional services wrongful act**; and
 4. **security wrongful act**.

Wrongful act also includes an **interrelated wrongful act**. **Wrongful act** includes any of the foregoing when caused by the acts of a **rogue employee**.
- **you** or **your** mean, individually and collectively:
 1. any **named insured**;
 2. any past or present partner, **executive officer**, or any individual in an equivalent position of a **named insured**, including but not limited to individuals that hold management positions similar to an **executive officer** for any **named insured** that does not have a charter, constitution, by-laws or any other similar governing document, but only while performing their duties as such;
 3. any past or present employee of the **named insured** but only while performing their duties as such; employee does not include a **temporary worker**;
 4. any individual person who is an agent or independent contractor but only while acting within the scope of his or her **contract worker agreement** with the **named insured**;
 5. a client that the **named insured** is required, in a written contract to perform **enterprise services**, to add as an additional insured under this policy. But the client is insured under this policy only if:
 - a. the **wrongful acts** were committed by the **named insured** in the **named insured's** performance of **enterprise services**;

- b. the written contract is entered before the **wrongful act** giving rise to the **claim** is committed; and
 - c. there are no allegations of independent misconduct by the client.
- 6. any member or stockholder of the **named insured**; but this only applies with respect to their liability as a member or stockholder; or
 - 7. the executors, administrators or legal representatives of each of **you** listed in items 1 through 6 above in the event of **your** death, incapacity or bankruptcy; but this only applies while performing their duties as such.

Section III – Exclusions

- A. **We** will not pay **damages, first party expenses, or claim expenses** or defend any of **you** for any **wrongful act** or **claim** arising out of or in any way related to any actual or alleged:
- 1. bodily injury, sickness, disease or death sustained by a person; or mental anguish, emotional distress, mental injury, fright or shock when they result in or from bodily injury, sickness, disease or death;
 - 2. physical damage to or physical loss of tangible property and any resulting loss, corruption or destruction of data or information, including all resulting loss of use of that property, data or information. However, this exclusion will not apply to:
 - a. the loss, corruption or destruction of data or information when the tangible property on which the data or information is or was kept is not physically damaged or physically lost; and
 - b. that portion of a **claim** due to a **data privacy wrongful act** as a result of the loss of the **named insured's** leased or owned computer hardware, including mobile, networked, and data storage equipment;
 - 3. obligation which any of **you** may have to pay under any workers' compensation act, employer's liability law, unemployment compensation law, disability benefits law, or any similar law; or any foreign equivalent;
 - 4. disruption of, surge in, fluctuation in or loss of: power, connectivity or communications. However, this exclusion will not apply to any of the foregoing when directly caused by a **wrongful act** committed by any of **you**;
 - 5. withdrawal or recall of all or part of **enterprise services** from the marketplace. However, this exclusion will not apply to **claims** by third parties for the loss of use resulting from withdrawal or recall of **enterprise services** due to a **wrongful act** committed by any of **you**;
 - 6. cost: overruns, guarantees, estimates or estimates being exceeded;
 - 7. false, deceptive, fraudulent, intentionally misleading or misrepresenting statements in advertising;
 - 8. sweepstakes, lotteries or other games of chance; or contests;
 - 9. price fixing, or any other violation of: any securities, antitrust or restraint of trade laws, the Racketeer Influenced and Corrupt Organizations Act; any similar law; or any foreign equivalent;
 - 10. Section 616 of the Fair Credit Reporting Act; any actual or alleged violation of Section 605(g) of the Fair Credit Reporting Act;
 - 11. false, deceptive, or unfair business or trade practices; unfair competition; or violation of consumer protection laws, any similar law, or any foreign equivalent. However, this exclusion will not apply to that portion of a **claim** alleging the violation of a **data privacy law**;
 - 12. violation or misuse of any intellectual property right, including but not limited to:
 - a. infringement or dilution of: title, slogan, trademark, trade name, trade dress, service mark or service name;
 - b. infringement of copyright, plagiarism or misappropriation of ideas;

- c. piracy;
- d. patent infringement or patent misuse; or
- e. misuse, misappropriation or theft of trade secrets;

13. **personal injury**;

14. tortious interference with the contractual relationships of others;

15. discrimination, harassment or misconduct by any of **you** because of or relating to: race, creed, color, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, health condition, marital status, or any other class protected under federal, state, local or other law; or any similar law in a jurisdiction outside the United States of America;

16. acts or omissions by any of **you** regarding:

- a. refusal to employ;
- b. termination of a person's employment;
- c. employment-related practices, policies, acts or omissions; these include but are not limited to coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation or discrimination; or
- d. breach of fiduciary duty or other responsibility in connection with any employee benefit or pension plan; this includes but is not limited to violation of the duty or responsibility imposed on fiduciaries by the Employee Retirement Income Security Act of 1974 (ERISA) or any changes to that law; any similar law; or any foreign equivalent;

17. or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** or any loss, cost or expense arising out of any:

- a. request, demand, order or statutory or regulatory requirement that any of **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or
- b. **claim** or suit by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or

18. electromagnetic radiation, including but not limited to magnetic energy, waves, fields, or forces.

B. **We** will not pay **damages** or **claim expenses** or defend any of **you** for any **claim** made by or on behalf of:

1. any of **you**; however, this exclusion will not apply to **claims** made:

- a. by any of **you** described in items 3, 4 or 5 of the definition of **you** when the **claim** is made in their capacity as a client as a result of **enterprise services** performed by the **named insured** on their behalf; or
- b. against the **named insured** by any of **you** described in items 3 or 4 of the definition of **you** when the **claim** is the result of the **named insured's** failure to prevent identity theft or disclosure of **nonpublic personal information**.

2. any entity which is a parent, affiliate, **subsidiary**, joint venturer, co-venturer or other entity in which any of **you** owns an interest or is a partner, director, officer, sole proprietor, trustee or employee;

3. any entity affiliated with any of **you** through any common ownership or control;

4. any entity directly or indirectly controlled, operated or managed by any of **you**; or

5. any federal, state or local government body, subdivision or agency; any regulatory or licensing agency or bureau; or any foreign equivalent. However, this exclusion will not apply when the **claim** is made in their capacity as a client as a result of **enterprise services** performed by the **named insured** on their behalf.

For the purposes of exclusions B.2 through 4 above, the words "owns," "ownership or control" and "controlled" mean ten percent (10%) or more ownership of a publicly-held corporation or thirty percent (30%) or more ownership of a privately-held corporation, or ten percent (10%) or more of any other type of entity.

- C. **We will not pay damages, first party expenses, or claim expenses** for any **wrongful act, cyber extortion threat, network intrusion, network outage, or claim** arising out of or in any way related to any:

1. dishonest, fraudulent, criminal or intentional wrongful act or omission by any of **you**; or
2. material defect or bug known by any of **you** that could reasonably be expected to cause harm;

when such act or knowledge is established by **your** admission or final adjudication by a jury, court or arbitrator.

However, exclusions C.1 and 2 above do not apply to any of **you** who did not commit, acquiesce in, or remain passive after learning of the actions giving rise to the **claim**. For purposes of this exclusion, the knowledge, action or inaction of any **executive officer**, partner, or any individual in an equivalent position of a **named insured**, including any individual that holds a management position similar to an **executive officer** for **named insureds** that do not have a charter, constitution, by-laws or any other similar governing document, will be imputed to the applicable **named insured**.

- D. **We will not pay damages, first party expenses, or claim expenses** or defend any of **you** for any **claim** arising out of or in any way related to any actual or alleged **wrongful act, cyber extortion threat, network intrusion, network outage, or claim** that has been reported under any other policy, issued by any entity, when the inception date of that other policy preceded the Start Date of this policy.

Section IV – Nuclear Energy Liability Exclusion

- A. **We will not pay damages, first party expense, or claim expenses** or defend any of **you** for any **wrongful act or claim** arising out of or in any way related to any:

1. actual, alleged or threatened discharge, dispersal, release or escape of nuclear material, nuclear waste or radiation; or
2. direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize, nuclear material, nuclear waste or radiation.

Section V – Limits Of Liability And Retention

A. **Limits of Liability**

1. Each **Wrongful Act** Limit

Subject to A.2 below, the Each **Wrongful Act** Limit stated in item 4 of the Declarations is the most **we** will pay for any combination of **claim expenses** and **damages** for the total of all **claims** made during the **policy period**, including any applicable Extended Reporting Period, arising from one **wrongful act**, regardless of the number of:

- a. **you** this policy covers;
- b. **claims** that are made; or
- c. persons or entities making **claims**.

An **interrelated wrongful act** is subject to the Each **Wrongful Act** Limit.

2. Aggregate Limit

The Aggregate Limit stated in item 4 of the Declarations is the most **we** will pay for any combination of **claim expenses** and **damages** for the total of all **claims** made during the **policy period**, including any applicable Extended Reporting Period, regardless of the number of:

- a. **you** this policy covers;
- b. **claims** that are made;
- c. persons or entities making **claims**; or
- d. **wrongful act** that are committed.

B. Retention for Each Wrongful Act

The Retention stated in item 5 of the Declarations is the amount of money **you** must pay for covered **damages** and/ or **claim expenses** for each **wrongful act** before this policy will begin to pay. **You** may not insure the Retention. The Retention will not be reduced by the payment of any deductible amount or any amount retained by any of **you** under any other policy of insurance; and the Retention will not be reduced by any payment made on **your** behalf by another person or entity. The Retention will not reduce the Limits of Liability.

You will pay the full amount of the Retention for each **wrongful act** to appropriate parties as directed by **us**. If **we** advance any such payments, **you** will reimburse **us** within thirty (30) days of **our** written demand. If **you** fail to make direct payments or to reimburse **us** as described above, all of **you** against whom the **claim** has been made and the **named insured** are individually and collectively responsible for paying **us** back for any advance payments **we** have made and for interest, attorney's fees and costs associated with **our** collection of the money.

Section VI – Extended Reporting Periods

A. Terms Applicable to Both Types of Extended Reporting Period

An Extended Reporting Period changes the time within which a **claim** may be made against **you** and still be reported by **you**, and considered by **us**, for coverage in accordance with the terms of this policy. This policy has two types of Extended Reporting Periods: the Basic Extended Reporting Period and the Optional Extended Reporting Period. Both the Basic Extended Reporting Period and the Optional Extended Reporting Period:

1. provide coverage for **claims** that are first made against **you** during such applicable Extended Reporting Period, but:
 - a. **we** will not pay **damages** or **claim expenses** or defend any of **you** for any **wrongful act** or **claim** arising out of or in any way related to any actual or alleged **wrongful act** that is committed during an Extended Reporting Period; and
 - b. only if, there is no other insurance for the **claim**;
2. do not extend the **policy period** or add to the scope of coverage provided as of the end of the **policy period**;
3. do not reinstate or increase the Limits of Liability. The Limits of Liability for any Extended Reporting Period will be a part of, and not in addition to, the Limits of Liability listed in the Declarations for the **policy period**;
4. run concurrently (if the Optional Extended Reporting Period is purchased); and
5. are not renewable.

B. Basic Extended Reporting Period

We will automatically provide a Basic Extended Reporting Period if this policy is:

1. cancelled;

2. non-renewed; or
3. renewed by **us** with insurance that does not apply on a **claims** made or **claims** made and reported basis.

The Basic Extended Reporting Period begins with the end of the **policy period** and lasts for ninety (90) days.

C. Optional Extended Reporting Period

1. For an additional premium, **we** will offer an Optional Extended Reporting Period endorsement, unless this policy is cancelled for non-payment of premium or Retention or for **your** failure to comply with policy provisions.
2. If the Optional Extended Reporting Period endorsement is purchased, the Optional Extended Reporting Period begins with the end of the **policy period** and lasts for the period of time stated in the endorsement.
3. Optional Extended Reporting Period coverage is available only if:
 - a. the **first named insured** has paid all premiums and Retentions due for this policy at the time the **first named insured** requests an Optional Extended Reporting Period endorsement;
 - b. **we** receive the **first named insured's** written request for it within thirty (30) days after the end of the **policy period**;
 - c. the **first named insured** gives **us** written acceptance of **our** offer within fifteen (15) days of the day that **we** make **our** offer; and
 - d. **we** receive payment in full for the Optional Extended Reporting Period within thirty (30) days of the **first named insured's** acceptance of **our** offer.
4. Once in effect, the Optional Extended Reporting Period cannot be cancelled. **We** need not return any part of the premium paid for any reason whatsoever.
5. Premium for the Optional Extended Reporting Period will be determined by taking into account the following:
 - a. the exposures insured;
 - b. previous types and amounts of insurance;
 - c. Limits of Liability available under this policy for future payment of **wrongful acts** and **claim expenses**; and
 - d. other related factors.

Section VII – Conditions

A. Territory

This policy applies to **wrongful acts, cyber extortion threats, network intrusions, and denial of service attacks** committed anywhere in the universe; except this policy does not apply when the **claim** is made, or the **first party expenses** are incurred, in a country against which the United States government has imposed trade sanctions, embargoes, or any similar regulations that prohibit the transaction of business with or within such countries at the time the **claim** is made or the **first party expenses** are incurred.

B. Currency

The currency of this policy is United States of America dollars. If **damages, first party expenses, or claim expenses** are paid in a currency other than United States dollars, payment will be considered to have been made in United States dollars at the rate of exchange that was used for the payment. If no actual currency exchange was made, then the rate of exchange will be the rate published in The Wall Street Journal on the day following the date that payment was made.

C. Bankruptcy

Bankruptcy or insolvency of **you** or of **your** estate will not relieve **us** of **our** obligations under this policy.

D. Cancellation

1. The **first named insured** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this policy by mailing to the **first named insured** written notice of cancellation at least:
 - a. ten (10) days before the cancellation is effective, if **we** cancel for non-payment of any premium when due; or
 - b. sixty (60) days before the cancellation is effective, if **we** cancel for any other reason.
3. **We** will mail **our** notice to the address shown in the Declarations for the **named insured**.
4. Notice of cancellation by **us** will state when the cancellation is effective. The **policy period** will end on that date.
5. If this policy is cancelled, **we** will send the **first named insured** any premium refund due. If **we** cancel, the refund will be the pro-rata unearned premium. If the **first named insured** cancels, **we** will compute the return premium at ninety percent (90%) of the pro-rata unearned premium.
6. Proof of mailing will be sufficient proof of notice.
7. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective. But payment or tender of unearned premium is not a condition of cancellation.

E. When We Do Not Renew

1. If **we** decide not to renew this policy, **we** will mail written notice of non-renewal to the **first named insured**. **We** will mail the notice at least sixty (60) days before the **policy period** ends.
2. **We** will mail it to the address shown in the Declarations for the **named insured**. Proof of mailing will be sufficient proof of notice.
3. If **we** offer to renew this policy on the same or different terms and the **first named insured** does not accept **our** offer during the current **policy period**, this policy will expire at the end of the **policy period**.
4. If there is an inconsistency between the terms and conditions regarding the nonrenewal of this policy stated in a state amendatory endorsement attached to this policy and the terms and conditions of this **When We Do Not Renew** provision, **we** will apply those terms and conditions that are more favorable to **you**, where permitted by law.

F. Entire Agreement

This policy contains all the agreements between **you** and **us** concerning this insurance.

G. Changes

The **first named insured** is authorized by **you** to agree with **us** on all changes in the terms and conditions of this policy. This policy can only be changed by an endorsement that is issued by **us**.

H. Duties in the Event of Wrongful Act or Claim

1. The **named insured** must notify **us** in writing as soon as practicable of a **wrongful act** or circumstance that may result in a **claim** under this policy. This requirement applies only when the **wrongful act** is known to:
 - a. any person who is a **named insured**;

- b. any partner, **executive officer**, or any individual in an equivalent position of a **named insured**, including but not limited to individuals that hold management positions similar to an **executive officer** for any **named insured** that does not have a charter, constitution, by-laws or any other similar governing document; or
 - c. any individual responsible for the insurance, legal, or financial matters of the **named insured** including but not limited to General Counsel, Risk Manager, or Insurance Manager of the **named insured**.
2. If during the **policy period** any of **you** first become aware of a **wrongful act** to which this policy applies which may result in a **claim** under this policy and give **us** written notice within the **policy period** of:
- a. the specific **wrongful act**, the date of the **wrongful act** and the name of the potential claimant;
 - b. the **damages** which have or may result from the **wrongful act**; and
 - c. the circumstances by which **you** first became aware of the **wrongful act**;

then any **claim** first made arising out of the **wrongful act** will be deemed to have been made on the date **we** received written notice and therefore subject to items 3 and 4 below.

All notices or correspondence regarding **wrongful acts** or **claims** must be sent to the address(es) or facsimile(s) indicated by endorsement to this policy.

3. If a **claim** is made against any of **you**, as soon as any **specified insured** knows of such a **claim**, **you** must:
- a. immediately record the specifics of the **claim** and the date received;
 - b. immediately send **us** copies of all demands, notices, summonses and legal papers received in connection with the **claim**;
 - c. authorize **us** to obtain records and other information;
 - d. cooperate with **us** in the investigation, settlement, and defense of the **claim**; and
 - e. assist **us**, upon **our** request, in enforcing any right against any person or entity that may be liable to **you** or the claimant because of **damages** to which this policy may also apply.
4. None of **you** will, except at **your** own cost, make a payment, assume any obligation, or incur any cost without **our** prior written consent.

I. Legal Action Against Us

No person or entity has a right under this policy:

- 1. to join **us** as a party or bring **us** into a suit asking for **damages** from **you**; or
- 2. to sue **us** under this policy

unless all of its terms and conditions have been fully complied with.

A person or entity may sue **us** to recover on an agreed settlement or on a final judgment against **you** obtained after an actual trial or other binding adjudication. But **we** will not be liable for **claim expenses** or **damages** that are not payable under the terms and conditions of this policy or that are more than the applicable Limit of Liability.

An agreed settlement means a settlement that **we** agree to in writing.

J. Mergers, Consolidations or Acquisitions

- 1. If, after the Start Date of this policy shown in the Declarations, the **named insured**:
 - a. merges or consolidates with another entity; or

b. acquires more than fifty percent (50%) of the assets of another entity,

and the **named insured** is the surviving entity, the entity merged or consolidated with or acquired by the **named insured** will be afforded coverage under this policy as a **named insured** for a period of ninety (90) days or until the expiration of this policy, whichever is less.

2. **We** may endorse this policy to provide coverage beyond the period of time indicated in item 1 above if, within ninety (90) days of the merger, consolidation or acquisition transaction, **you** have:
 - a. provided **us** with full details of the transaction and any other additional underwriting information that **we** may require;
 - b. agreed to any amendment of the terms and conditions of this policy by endorsement issued by **us** relating to such transaction; and
 - c. agreed to and paid any additional premium for the endorsement related to such transaction.
3. This policy does not apply to any **claim** or **first party expenses** arising from or involving an entity that is merged or consolidated with or acquired by the **named insured** for any **wrongful act, cyber extortion threat, network intrusion, or network outage** that was committed when the **first named insured** did not own directly or indirectly more than fifty percent (50%) of the issued and outstanding voting stock of the entity.
4. The applicable retroactive date for an entity that was merged or consolidated with or acquired by the **named insured** will be the date of the merger, consolidation or acquisition by the **named insured**. **We** may endorse this policy to provide a different applicable retroactive date for the merged or consolidated with or acquired entity, if applicable information is provided to demonstrate similar coverage has been continuously maintained by the entity.
5. If after the Start Date of this policy shown in the Declarations:
 - a. the **first named insured** merges or consolidates with another entity and the **named insured** is not the surviving entity; or
 - b. more than 50% of the securities representing the right to vote for the **first named insured's** board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert;

then coverage shall continue under this policy and any renewal or replacement hereof but only for **wrongful acts** occurring prior to any such transaction. The **first named insured** shall give us written notice and full, written details of such transaction as soon as practicable (but, in all cases, within ninety (90) days of such transaction). If any transaction described herein occurs, then **we** will not be obligated to offer any renewal or replacement of this policy.

K. Other Insurance and Payments Available to You

Coverage under this policy will apply only in excess of all other:

1. insurance, except for other insurance that is written specifically to apply in excess over this policy;
2. bonds, self-insured retentions, deductibles, indemnifications; or
3. similar agreements or payment options available to **you**

whether they are stated to be primary, pro rata, contributory, contingent or otherwise.

L. Payment of Premiums and Retention

The **first named insured** must pay all premiums and Retentions when due. **We** will pay any return premiums to the **first named insured**.

M. Transfer of Rights of Recovery Against Others to Us

You must do nothing to impair **your** rights to recover all or any part of any payment **we** have made under this policy, and those rights are transferred to **us**. At **our** request **you** will bring suit or transfer those rights to **us** and help **us** enforce them. Any recoveries will be paid first to reimburse the person or entity that paid the subrogation costs, then to **us** for the amount **we** have paid. Any amount that may remain will be paid to the **first named insured**.

N. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without **our** written consent except in the case of death or bankruptcy.

If **you** die or become bankrupt, **your** rights and duties will be transferred to **your** legal representative but only while acting within the scope of duties as **your** legal representative.

Until **your** legal representative is appointed, anyone having proper temporary custody of **your** property will have **your** rights and duties but only with respect to that property.

O. Representations and Statements

By accepting this policy, **you** agree to all of the following:

1. the representations and statements contained in the application for coverage and other information submitted to **us** in applying for this policy are accurate and complete; they were made to induce **our** reliance upon them;
2. the representations and statements made to **us** in the application and other information submitted to **us** were made by the **named insured** on behalf of all of **you**; they are material to **our** decision to provide coverage; they are considered as incorporated in and constituting part of this policy;
3. **we** have issued this policy in reliance upon those representations and statements;
4. in the event the application or other information submitted to **us** contains misrepresentations or fails to state facts which affect **our** acceptance of the risk, the hazard assumed by **us**, the terms or conditions of the policy **we** offered or the premium **we** charged for this policy, **we** will not pay for any **claim expenses**, **damages**, or **first party expenses** relating to a **wrongful act**, **claim**, **cyber extortion threat**, **network intrusion**, or **network outage** under this policy; and
5. if **you** report any **wrongful act**, **claim**, **cyber extortion threat**, **network intrusion**, or **network outage** knowing it, or any of the representations and statements regarding the **wrongful act**, **claim**, **cyber extortion threat**, **network intrusion**, or **network outage** to be false or fraudulent, this insurance will not make payments for the **wrongful act**, **claim**, **cyber extortion threat**, **network intrusion**, or **network outage**.



IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

HARTFORD FIRE INSURANCE CO.
HOME OFFICE – HARTFORD, CONNECTICUT
ADMINISTRATIVE OFFICES - HARTFORD, CONNECTICUT
(A STOCK INSURANCE COMPANY MEMBER OF THE HARTFORD)

Kevin Barnett, Secretary

Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDRESS FOR WRONGFUL ACT OR CLAIM NOTIFICATION OR CORRESPONDENCE ENDORSEMENT

You and we agree that:

Section VII – Conditions is changed to add the following:

All notices or correspondence regarding **wrongful acts** or **claims** must be sent to the attention of

The Hartford
Hartford Financial Products Claims Department

to one or more of the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPClaims@thehartford.com
Fax: (917) 464-6000

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND MAILING ADDRESS FOR NOTICE ENDORSEMENT

I. Notice of Claim or Wrongful Act

A. A notice of any **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPClaims@thehartford.com

Fax: (917) 464-6000

B. Where it is stated in the policy or declarations page that a notice of any **Claim** or **Wrongful Act** shall be given in writing to The Hartford, Hartford Plaza, Hartford CT 06115, it shall be deleted and replaced with the following:

Notice of any **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPClaims@thehartford.com

Fax: (917) 464-6000

II. All Other Notices

A. All notices other than a notice of **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPEXpress@thehartford.com

Fax: (866) 586-4550

- B. With the exception of notice of a **Claim** or **Wrongful Act**, where it is stated in the policy or declarations page that a notice shall be given in writing to The Hartford, Hartford Plaza, Hartford CT 06115 shall be deleted and replaced with the following:

All notices other than a notice of **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPEXpress@thehartford.com

Fax: (866) 586-4550

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read "R. Fisher", is written in a cursive style.

Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATA PRIVACY: LAWS, REGULATORY PROCEEDING AND WRONGFUL ACT REDEFINED

This endorsement modifies insurance provided under:

FailSafesm Enterprise Liability Policy

You and we agree that:

Section II – **Definitions** is amended as follows:

1. The definition of **data privacy laws** in Section II. **DEFINITIONS** is amended to add the following:

Data privacy laws also means the European Union General Data Protection Regulation ("GDPR").

2. Definitions, is amended to delete and replace the following:

- **data privacy regulation proceeding** means a civil, administrative or regulatory proceeding against, or a civil investigation of, a **named insured** by a state's attorney general, the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, local or foreign governmental entity in such entity's regulatory authority or capacity in connection with such proceeding, commenced by an investigative demand or similar request for information, or by a complaint or similar pleading, alleging violation of any **data privacy law** as a result of a **data privacy wrongful act** or a **network wrongful act**.
- **data privacy wrongful act** means any act, error or omission by **you** or a **rogue employee** that results in:
 1. the improper collection, control, disclosure or use of **nonpublic personal information** that is within the care, custody or control of **you**, or any **third party service provider**;
 2. a violation by the **named insured** of a **data privacy law**; or
 3. the improper and unintentional disclosure of **third party corporate confidential information**.
- **third party corporate confidential information** means third party corporate information provided to **you** and protected under a nondisclosure agreement or confidentiality provision of a contract entered into by the **named insured** with the owner of the third party corporate information, or for which the **named insured** is legally required to maintain in confidence.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read "R. Fisher", written in a cursive style.

Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENTERPRISE SERVICES AND TECHNOLOGY SERVICES FOR A FEE MODIFICATION ENDORSEMENT

You and we agree that:

Section II – Definitions, changed to delete and replace the following definitions:

- **enterprise services** means the tangible and intangible work product and services **you** provide to others. **Enterprise services** include, but are not limited to, **technology services**. **Enterprise services** expressly do not include any violations of law, rule or regulations related to one's status as, or any performance or failure to perform services as an accountant, architect, civil or structural engineer, dental or medical health care professional, insurance agent or broker, lawyer, mortgage broker or banker, real estate agent or broker, or surveyor.
- **technology services** means the following services performed for others:
 1. consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 2. integration of systems;
 3. processing of, management of, mining or warehousing of data;
 4. administration, management, operation or hosting of: another party's systems, technology or computer facilities;
 5. website development; website hosting;
 6. internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
 7. manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 8. design and development of: code, software or programming;
 9. providing software application: services, rental or leasing;
 10. screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;
 11. **telecommunication services**;
 12. **telecommunication products**; and
 13. web related software and connectivity services performed for others.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read "R. Fisher", written in a cursive style.

Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST PARTY CYBER CRIME COVERAGES ENDORSEMENT

This endorsement modifies insurance provided under:

FailSafesm Enterprise Liability POLICY

You and we agree that:

The Limits of Liability stated in item 4 and the Retention Each **Wrongful Act** stated in item 5 of the Declarations Page are amended to add the following Limits of Insurance and Retentions:

<u>Cyber Crime Coverages Aggregate Limit:</u>		<u>\$100000</u>
<u>Cyber Crime Expenses</u>	<u>Cyber Crime Sublimit</u>	<u>Cyber Crime Retention</u>
Computer Fraud Expense	<u>\$100000</u>	<u>\$5000</u>
Funds Transfer Fraud Expense	<u>\$100000</u>	<u>\$5000</u>
Social Engineering Fraud Expense	<u>\$100000</u>	<u>\$5000</u>

The above Cyber Crime Coverages Aggregate Limit and Cyber Crime Sublimits are all sublimits of insurance that are part of, and not in addition to, the Aggregate Limit stated in item 4 of the Declarations.

If the space for any of the above Cyber Crime Sublimits is left blank or indicated as "N/A", then there is no coverage for that Cyber Crime Coverage. If the space for a Cyber Crime Retention is left blank or indicated as "N/A", the applicable Cyber Crime Retention will be the same as the Retention Each **Wrongful Act** stated in item 5 of the Declarations. Only those Insuring Agreements with corresponding Sublimits and Retention amounts, as stated above, are coverages under this Policy (herein, the "Elected Crime Coverage").

Section I – Coverage, Subsection A. Insuring Agreement is amended to add the following Insuring Agreements, but coverage will only be available under the Elected Crime Coverage:

Computer Fraud Expense Coverage

We will reimburse the **named insured** amounts which the **named insured** incurs as **computer fraud loss** that directly results from a **computer fraud** committed by a third party first discovered during the **policy period** and reported to **us** pursuant to Section I.C.

Funds Transfer Fraud Expense Coverage

We will reimburse the **named insured** amounts which the **named insured** incurs as **funds transfer fraud loss** that directly results from a **funds transfer fraud** committed by a third party first discovered during the **policy period** and reported to **us** pursuant to Section I.C.

Social Engineering Fraud Expense Coverage

We will reimburse the **named insured** amounts which the **named insured** incurs as **social engineering fraud loss** that directly results from a **social engineering fraud** committed by a third party first discovered during the **policy period** and reported to **us** pursuant to Section I.C.

Section I – Coverage, Subsection C. When We Insure is amended to add:

The Cyber Crime Expenses offered under this policy apply only if the all of the following applicable terms are met:

1. the **computer fraud, funds transfer fraud, or social engineering fraud** is first discovered during the **policy period**; and
2. the **computer fraud, funds transfer fraud, or social engineering fraud** is reported to **us** in writing as soon as practicable and no later than ninety (90) days after the expiration of the **policy period**.

Multiple **computer fraud, funds transfer fraud, or social engineering fraud** incidents that are logically and causally connected by common facts, circumstances, situations, events, transactions or decisions will be considered one **computer fraud, funds transfer fraud, or social engineering fraud** incident occurring on the date the earliest such **computer fraud, funds transfer fraud, or social engineering fraud** occurs without regard to the number of transfers, payments, or the number of **fraudulent transfer instructions** involved. A series of **computer fraud losses, transfer fraud losses, or social engineering fraud losses** involving unidentified natural persons or entities but arising from the same method of operation will be deemed to involve the same natural person or entity and will be treated as a single **computer fraud, funds transfer fraud, or social engineering fraud**.

There is no coverage for **computer fraud, funds transfer fraud, or social engineering fraud** during any Extended Reporting Period offered under this policy. No Extended Reporting Period available to any of **you** shall apply to any **computer fraud loss, funds transfer fraud loss, or social engineering fraud loss**.

This policy does not apply to any **computer fraud loss, funds transfer fraud loss, or social engineering fraud loss** arising from or involving a **subsidiary** for any **computer fraud, funds transfer fraud, or social engineering fraud** incident that occurs when the **first named insured** did not own directly or indirectly more than fifty percent (50%) of the issued and outstanding voting stock of the **subsidiary**.

All notices or correspondences regarding **computer fraud, funds transfer fraud, or social engineering fraud**, must be sent to the address(es) or facsimile(s) indicated by endorsement to this policy.

If a **computer fraud, funds transfer fraud, or social engineering fraud** occurs, **you** must:

1. immediately record the specifics of the **computer fraud, funds transfer fraud, or social engineering fraud**, and the date it occurred;
2. immediately send **us** copies of all applicable demands, notices, summonses and legal papers received in connection with the **computer fraud, funds transfer fraud, or social engineering fraud**;
3. authorize **us** to obtain records and other information;

4. cooperate with **us** in the investigation of the **wrongful act, cyber extortion threat, network intrusion, or network outage**; and
5. assist **us**, upon **our** request, in enforcing any right against any person or entity, including offsets or defenses against a **customer**, any **financial institution** or any other party to the transaction that may be liable to **you** for the **first party expenses** that may be applicable to this coverage endorsement.

Section II – **Definitions**, is amended as follows:

1. The following definitions are added:

- **computer fraud** means the unlawful taking, without the **named insured's** knowledge or consent, of **money, securities or other property** resulting directly from a **network intrusion** of a **named insured's computer system**.
- **computer fraud loss** means the loss of **money, securities or other property** sustained by a **named insured** resulting directly from a **computer fraud**. **Computer fraud loss** does not mean any **funds transfer fraud**.
- **customer** means a natural person or entity for whom the **named insured** provides goods or services.
- **financial institution** means a bank, savings bank, savings and loan association or similar thrift institution, a stockbroker, mutual fund, liquid assets fund, or similar investment institution in which an **named insured** maintains a **transfer account**
- **fraudulent transfer instructions** means:
 - (1) fraudulent electronic, telegraphic, facsimile, cable, teletype or telephone instructions to a **financial institution** to debit a **transfer account** and to pay, transfer or deliver **money or securities** from such account and which instructions purport to have been authorized by an **insured person** but which have been fraudulently transmitted by another; or
 - (2) fraudulent written instructions to a **financial institution** to debit a **transfer account** and to pay, transfer or deliver **money or securities** from such account through an electronic funds transfer system at specified times or under specified conditions and which instructions purport to have been duly authorized by **you** but which have been fraudulently issued, forged or altered by another.
- **funds transfer fraud** means the unlawful taking, without the **named insured's** knowledge or consent, of **money or securities** from any of the **named insured's transfer accounts** at a **financial institution** and resulting directly from **fraudulent transfer instructions** communicated to such **financial institution**.
- **Insured person** means a principal, partner, board member, director, officer, trustee, employee, or temporary employee or leased personnel of the **named insured** but only with respect to the commission of an act within the scope of such person's employment duties performed on behalf of the **named insured**.
- **money** means currency, **virtual currency**, coins and bank notes in current use and having a face value; and traveler's checks, register checks and money orders held for sale to the general public.
- **other property** means any tangible property other than **money or securities** that has intrinsic value. **Other property** does not include trade secrets, proprietary information, confidential information or any copyrights, patents, trademarks, proprietary manufacturing or processing procedures, or secret or confidential information, including but not limited to credit card numbers, bank account numbers or any similar information.
- **securities** means negotiable or non-negotiable instruments or contracts representing either **money or other property** and includes tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use and evidences of debt issued in connection with credit or charge cards, which cards are not issued by an **named insured**. However, **securities** do not include **money**.

- **social engineering fraud** means the intentional misleading of an **insured person** to induce **you** to consent to part with **money** or **securities** by someone, other than an identified **insured person**, pretending to be either an **insured person** with the authority to direct such transfer or payment, or a **vendor** or **customer** with same authority.
- **social engineering fraud loss** means the loss of **money** or **securities** sustained by a **named insured** resulting directly from a **social engineering fraud**.
- **transfer account** means an account maintained by a **named insured** at a **financial institution** from which the **named insured** or its authorized representative may cause the payment, transfer or delivery of **money** or **securities** by any means described in the **fraudulent transfer instructions** definition.
- **transfer fraud loss** means the loss of **money** or **securities** sustained by a **named insured** resulting directly from a **funds transfer fraud**.
- **vendor** means a business entity that sells goods or services to the **named insured**.
- **virtual currency** means a virtual or digital representation of value that is not issued by central bank or a public authority, but may be accepted as a means of payment and can be transferred, stored or traded electronically, whether or not it is recognized as, or exchangeable for, legal tender.

2. The definition of **first party expenses** is amended by adding the following:

first party expenses also means **computer fraud loss**, **transfer fraud loss** and **social engineering fraud loss**.

Solely with respect to this Endorsement, Section III – Exclusions, is amended to add the following:

With respect to the:

- Computer Fraud Expense Coverage Insuring Agreement, there is no coverage for **first party expenses** based upon, arising from or in any way related to any **funds transfer fraud** or **social engineering fraud**.
- Funds Transfer Fraud Expense Coverage Insuring Agreement, there is no coverage for **first party expenses** based upon, arising from or in any way related to any **computer fraud** or **social engineering fraud**.
- Social Engineering Fraud Expense Coverage Insuring Agreement, there is no coverage for **first party expenses** based upon, arising from or in any way related to any **computer fraud** or **funds transfer fraud**.

Section V – Limits of Liability and Retention, Subsection A. Limits of Liability is amended to add:

-- Cyber Crime Expense Aggregate Limit

Subject to A.2 of Section V – Limits of Liability and Retention, the Cyber Crime Expense Aggregate Limit indicated in this endorsement is the most **we** will pay for the total of all covered **computer fraud loss**, **funds transfer fraud loss**, or **social engineering fraud loss** that applies to this policy, regardless of the number of:

- a. **named insureds** this policy covers; or
- b. **computer fraud**, **funds transfer fraud**, or **social engineering fraud** incidents that occur.

The Cyber Crime Expense Aggregate Limit is a sublimit of insurance that is part of, and not in addition to, the Aggregate Limit stated in item 4 of the Declarations.

- Cyber Crime Expense Sublimits

Subject to A.2 and A.3 of Section V – Limits of Liability and Retention, the Cyber Crime Sublimit stated for each **first party expense** indicated in this endorsement is the most we will pay for each applicable **first party expense**, regardless of the number of:

- a. **named insureds** this policy covers; or
- b. **computer fraud**, **funds transfer fraud**, or **social engineering fraud** incidents that occur.

The Cyber Crime Sublimits are all sublimits of insurance that are part of, and not in addition to, the Cyber Crime Expense Aggregate Limit referenced above and also the Aggregate Limit stated in item 4 of the Declarations.

- However:
 - a. any coverage for loss of **virtual currency**, other than as part of any **cyber extortion expenses**, is subject to a sublimit of \$15,000, which sublimit is part of, and not in addition to, any other applicable Limit of Insurance under this Policy.
 - b. if a **first party expense** is covered under more than one Insuring Agreement in the Elected Crime Coverage, the maximum amount payable under this Policy for such **first party expense** shall not exceed the largest applicable Sublimit of any such Insuring Agreement in the Elected Crime Coverage.

Section V – Limits of Liability and Retention is amended to add:

- Cyber Crime Retentions

The Cyber Crime Retentions stated in this endorsement are the amounts of money the **named insured** must pay for covered **computer fraud loss, funds transfer fraud loss, or social engineering fraud loss** for each **computer fraud, funds transfer fraud, or social engineering fraud** incident before this policy will begin to pay. The **named insured** may not insure the Cyber Crime Retentions. The Cyber Crime Retentions will not be reduced by the payment of any deductible amount or any amount retained by any **named insured** under any other policy of insurance; and the Cyber Crime Retention will not be reduced by any payment made on the **named insured's** behalf by another person or entity. The Cyber Crime Retention will not reduce the Cyber Crime Expense Aggregate Limit.

Section VII – Conditions, Subsection H. Duties in the Event of Wrongful Act or Claim (3) is amended to include:

- f. any underlying records or materials which documents the **computer fraud loss, transfer fraud loss, or social engineering fraud loss**; and
- g. a copy of any fraudulent e-mail, or document reproduced by the telefacsimile device, which was relied upon to initiate such transfer or payment, or an electronic recording of voice commands, and the verification call-back, if such call was required, which led to the **computer fraud loss, transfer fraud loss, or social engineering fraud loss**.

Section VII – Conditions, Subsection H. Duties in the Event of Wrongful Act or Claim is amended to add:

- 5. It will be a condition precedent to coverage under the Elected Crime Coverage that the **named insured** assert any available claims, offsets or defenses against such **customer**, any **financial institution** or any other party to the transaction.

Section VII – Conditions is amended to add:

- Ownership of Property; Interests Covered
 - a. The property covered under Elected Crime Coverage is limited to **money, securities or other property**:
 - i. that an **named insured** owns or leases;
 - ii. held by the **named insured** in any capacity; or
 - (i) for which a **named insured** is legally liable.
 - b. However, the Elected Crime Coverage is for the **named insured's** benefit alone and no other person or organization has any rights or benefits. Any claim for a loss of client **money, securities or other property** may only be made by a **named insured**.

- c. **Other property** may only be made by the **named insured**.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read "R. Fisher", is written over a light gray rectangular background.

Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
FIRST PARTY EXPENSE ENDORSEMENT WITH
CYBER BREACH COACH NO RETENTION

You and we agree that:

The Limits of Liability stated in item 4 and the Retention Each **Wrongful Act** stated in item 5 of the Declarations Page are amended to add the following Limits of Insurance, Retentions, Waiting Periods, and Period of Restorations:

First Party Aggregate Limit:		\$100,000	
<u>First Party Expense</u>	<u>First Party Sublimits</u>	<u>First Party Retention</u>	<u>First Party Waiting Period</u>
Crisis Management Expense	\$100,000	\$5,000	
Cyber Investigation Expense	\$100,000	\$5,000	
Data Privacy Regulatory Expense	\$100,000	\$5,000	
Notification and Identity Protection Expense	\$100,000	\$5,000	
PCI Expense	\$100,000	\$5,000	
Cyber Extortion Expense	\$100,000	\$5,000	
Business Interruption Loss	\$100,000	\$5,000	12 hrs
Dependent Business Interruption Loss	\$100,000	\$5,000	12 hrs
Data Restoration Expense	\$100,000	\$5,000	
<u>Period of Restoration</u>			
Business Interruption Loss	30 days		
Dependent Business Interruption Loss	30 days		

The above First Party Aggregate Limit and First Party Sublimits are all sublimits of insurance that are part of, and not in addition to, the Aggregate Limit stated in item 4 of the Declarations.

If the space for any of the above First Party Sublimits is left blank or indicated as "N/A", then there is no coverage for that First Party Expense. If the space for a First Party Retention is left blank or indicated as "N/A", the applicable First Party Retention will be the same as the Retention Each **Wrongful Act** stated in item 5 of the Declarations. If the space for a First Party Waiting Period is left blank, the applicable Waiting Period will be 12 hours. If the space for a Period of Restoration is left blank, the applicable Period of Restoration will be 30 days.

Section I – Coverage, Subsection A. Insuring Agreement is amended to add:

First party expenses elected below are subject to the applicable First Party Sublimit, the First Party Aggregate Limit and the Aggregate Limit stated in Item 4 of the Declarations, and are in excess of the applicable First Party Retention and Waiting Period. Where applicable, they are also subject to a **period of restoration**. The following **first party expenses** are provided if:

- (i) designated with an 'X' hereon,

(ii) a limit is specified for the applicable First Party Sublimit stated on page 1 of this endorsement, and

(iii) **you** receive **our** prior written consent for such **first party expenses**:

- ☒ Crisis Management Expenses Coverage
We will reimburse the **named insured** for **crisis management expenses** that directly result from a **data privacy wrongful act** or **network intrusion**.
- ☒ Cyber Investigation Expenses Coverage
We will reimburse the **named insured** for **cyber investigation expenses** that directly result from a **data privacy wrongful act** or **network intrusion**.
- ☒ Data Privacy Regulatory Expenses Coverage
We will reimburse the **named insured** for **data privacy regulatory expenses** that directly result from a **data privacy wrongful act**.
- ☒ Notification and Identity Protection Expenses Coverage
We will reimburse the **named insured** for **notification and identity protection expenses** that directly result from a **data privacy wrongful act**.
- ☒ PCI Expenses Coverage
We will reimburse the **named insured** for **pci expenses** that the **named insured** becomes legally obligated to pay as a direct result of a **data privacy wrongful act** or **network wrongful act**.
- ☒ Cyber Extortion Expenses Coverage
We will reimburse the **named insured** for **cyber extortion expenses** that directly result from a **cyber extortion threat** communicated to the **named insured** by a person or group, who is not insured under this policy.
- ☒ Business Interruption Loss Coverage
We will reimburse the **named insured** amounts which the **named insured** incurs during the **period of restoration** as **business interruption loss** after the expiration of the Waiting Period, and **extra expense**, directly resulting from the **named insured's network outage**.
- ☒ Dependent Business Interruption Loss Coverage
We will reimburse the **named insured** amounts which the **named insured** incurs during the **period of restoration** as **dependent business interruption loss** after the expiration of the Waiting Period, and **extra expense**, directly resulting from a **third party service provider's network outage**.
- ☒ Data Restoration Expense Coverage
We will reimburse the **named insured** for **data restoration expenses**, as a direct result of the **network intrusion**.

Section I – Coverage, Subsection C. When We Insure is amended to add:

The coverage for **first party expenses** offered under this policy apply only if the following applicable terms are met:

1. the **wrongful act** is first discovered by a **specified insured** during the **policy period** and is reported to **us** in writing as soon as practicable from the discovery of the **wrongful act** by a **specified insured** but no later than ninety (90) days after the expiration of the **policy period**;
2. the **cyber extortion threat** or **network outage** first occurs during the **policy period** and is reported to **us** in writing by a **specified insured** as soon as practicable from the date the **cyber extortion threat** or **network outage** occurs but no later than ninety (90) days after the expiration of the **policy period**;
3. the **network intrusion** is discovered a **specified insured** during the **policy period** and is reported to **us** in writing by **you** as soon as practicable from the date the **network intrusion** is discovered but no later than ninety (90) days after the expiration of the **policy period**; and
4. prior to surrendering **cyber extortion payments** or the surrendering of property or other consideration as payment, the **named insured** conducts a reasonable investigation and reasonably determines that the threat is technologically credible.

There is no coverage under this endorsement arising out of any **data privacy wrongful acts**, **cyber extortion threats**, **network intrusions**, **network outages**, or **network wrongful acts** occurring during any Extended Reporting Period offered under this policy. No Extended Reporting Period available to any of **you** shall apply to any **first party expenses**.

None of **you** will, except at **your** own cost, make a payment, assume any obligation, or incur any cost without **our** consent, which will not be unreasonably withheld. The **named insured** shall obtain prior written approval from **us** prior to incurring **first party expenses**. However, **you** will not need prior written approval for the retention of any service provider on the panel of **cyber first responders**.

All notices or correspondences regarding **wrongful acts**, **cyber extortion threats**, **network intrusions**, or **network outages**, must be sent to the address (es) or facsimile(s) indicated by endorsement to this policy.

If a **wrongful act**, **cyber extortion threat**, **network intrusion**, or **network outage** occurs, **you** must:

1. immediately record the specifics of the **wrongful act**, **cyber extortion threat**, **network intrusion**, or **network outage**, and the date it occurred;
2. immediately send **us** copies of all applicable demands, notices, summonses and legal papers received in connection with the **wrongful act**, **cyber extortion threat**, **network intrusion**, or **network outage**;
3. authorize **us** to obtain records and other information;
4. cooperate with **us** in the investigation of the **wrongful act**, **cyber extortion threat**, **network intrusion**, or **network outage**; and
5. assist **us**, upon **our** request, in enforcing any right against any person or entity that may be liable to **you** for the **first party expenses** that may be applicable to this coverage endorsement.

Section II – Definitions, is amended in the following manner:

The following definitions in Section II – Definitions are deleted and replaced with the following:

- **business interruption loss** means the sum of **actual income loss** and the **named insured's** continuing fixed operating and payroll expenses, resulting from a **network outage** of a **named insured's computer system**.

business interruption loss does not include any

1. contractual liability or the value of, or associated with, any cancelled contract, including but not limited to any sums due pursuant to a contractual provision for liquidated damages, agreed penalties, or similar remedy;
2. costs or expenses incurred to update, replace, restore, or improve the **computer system**;
3. costs or expenses incurred to identify or remediate vulnerabilities or errors in the **computer system**;

4. **damages**;
5. **claim expenses**;
6. other **first party expenses**; or
7. amounts that are uninsurable pursuant to applicable law.

■ **crisis management expenses** means reasonable and necessary fees and expenses:

1. charged by a **crisis management firm** or **cyber breach coach** in the performance of **crisis management services**; and
2. for printing, advertising, mailing of materials, or travel by an **executive officer**, partner, owner, employee, agent of the **named insured**, or the **crisis management firm** as a direct response to a **data privacy wrongful act** or **network intrusion**.

crisis management expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

■ **crisis management firm** means any public relations or law firm hired or appointed by **us** or by **you** to perform **crisis management services** in connection with a **data privacy wrongful act** or **network intrusion**.

■ **crisis management services** means those services performed by a **crisis management firm** or **cyber breach coach** to minimize potential harm to the **named insured** arising from a **data privacy wrongful act** or **network intrusion**, including:

1. maintaining and restoring public confidence in the **named insured**;
2. providing advice to the **named insured** in connection with such **data privacy wrongful act** or **network intrusion**;
3. determining the **named insured's** legal obligations under **data privacy laws**;
4. providing necessary legal services to the **named insured** in responding to a **data privacy wrongful act** or **network intrusion**; and
5. communicating prior to a **claim** or **data privacy regulatory proceeding** with regulators, consumers, and clients regarding a **data privacy wrongful act** or **network intrusion**.

■ **cyber extortion payments** means any actual, reasonable, and necessary monetary amounts, including amounts in bitcoin and cryptocurrencies, at the actual rate of exchange at the date and time of the transaction in the equivalent of United States of America dollars, paid by the **named insured** with **our** consent, not to be unreasonably withheld, to a party who is not insured under this policy and whom the **named insured** reasonably believes to be responsible for the **cyber extortion threat** if insurable pursuant to applicable law. **Cyber extortion payments** will also include any reasonable and necessary expenses incurred in order to facilitate, mitigate or negotiate any actual amount paid in response to the **cyber extortion threat**.

■ **data restoration expenses** means the actual, reasonable, and necessary expenses incurred by **you** to restore, replace or recover a computer program, software, application or other electronic data that is altered, destroyed, stolen, impaired or erased as a result of a **network intrusion**.

If **you** determine that such computer program, software, application or other electronic data cannot be reasonably restored, replaced or recovered, then **data restoration expenses** means only the reasonable and necessary costs incurred by **you** to reach this determination.

At **our** sole discretion, and subject to the **our** prior written consent which will not be unreasonably withheld, **we** may agree to reimburse the **named insured** for **internal expense** incurred to restore, remediate, replace, or recover a computer program, software, application or other electronic data.

data restoration expenses do not include costs or expenses incurred to:

1. identify or remediate any errors or vulnerabilities or to update, restore, replace, upgrade, maintain, or improve any **computer system**;
2. duplicate the research that led to the development of the **named insured's** computer program, software, application, other electronic data or any proprietary or confidential information or intellectual property; or
3. develop or purchase any computer program, software, application or other electronic data.

Nor do **data restoration expenses** include:

- a. the economic or market value of any **computer system**, computer program, software, application or other electronic data;
 - b. any amounts that are uninsurable pursuant to applicable law; or
 - c. any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**.
- **period of restoration** means the period of time that begins with the date and time of the **network outage** and ends on the date and time the **named insured's** income is or could have been restored to substantially the level that would have existed in the absence of the **network outage**. The foregoing notwithstanding, in no event shall the **period of restoration** exceed the number of days set forth in the Declarations.

The definition of **cyber extortion threat** in Section II. Definitions is amended to delete item 2. of the definition and replace with the following:

alter, damage, encrypt, render inaccessible, or continue to render inaccessible any computer program, software or electronic data that is stored within the **computer system** including, but not limited to threats involving ransomware;

Section II – Definitions is amended to add the following definitions:

- **breach coach services** means the services described in sub-parts 3, 4, and 5 of the definition of “**crisis management services**” that are provided by a **cyber breach coach**.
- **cyber breach coach** means a pre-approved law firm on the list of **cyber first responders** at the time notice of a **data privacy wrongful act** or **network intrusion** discovered by a **specified insured** during the **policy period** is tendered to **us** for coverage under **crisis management expense** coverage.
- **cyber first responder** means a service provider approved by **us** to provide services related to the **first party expenses** in this Endorsement, and maintained in a periodically updated written list on The Hartford Cyber Center portal available at the following link: <https://cybercenter.thehartford.com>
- **dependent business interruption loss** means the sum of **actual income loss** and the **named insured's** continuing fixed operating and payroll expenses, resulting from a **network outage** of a **third party service provider's computer system**.

Dependent business interruption loss does not include any:

1. contractual liability or the value of, or associated with, any cancelled contract, including but not limited to any sums due pursuant to a contractual provision for liquidated damages, agreed penalties, or similar remedy;
2. costs or expenses incurred to update, replace, restore, or improve the **computer system**;

3. costs or expenses incurred to identify or remediate vulnerabilities or errors in the **computer system**;
 4. **damages**;
 5. **claim expenses**;
 6. other **first party expenses**; or
 7. amounts that are uninsurable pursuant to applicable law.
- **internal expense** means a **named insured's** overhead expenses, or any salaries, wages, or fees of its employees incurred as a result of a **data privacy wrongful act** or **network intrusion** of a **named insured's computer system** when the **named insured** undertakes all or a portion of the work to restore, replace or recover a computer program, software, application or other electronic data instead of hiring an external vendor. Provided, however, that, as a condition precedent to coverage, **internal expense** will only be recognized if: 1) the **named insured** performs such task(s) under the advice of a **cyber first responder**, 2) such expenses are specifically allocable to the **data privacy wrongful act** or **network intrusion** response, and 3) the **named insured** submits activity based accounting records in full support of such expense allocation.

The definition of **first party expenses** in Section II. Definitions is amended to add the following:

first party expenses also means **dependent business interruption loss** and **internal expense**.

Section III – Exclusions, is amended in the following manner:

Subsection A, item 2. is amended to add the following:

This exclusion will also not apply to **first party expenses** covered hereunder as a result of the loss of the **named insured's** leased or owned computer hardware including mobile, networked, and data storage computing equipment;

Subsection A., item 11. is amended to add the following:

This exclusion will also not apply to **first party expenses** covered hereunder that the **named insured** pays as a direct result of a **data privacy wrongful act**;

Section V – Limits of Liability and Retention, Subsection A. Limits of Liability is amended to add:

3. First Party Aggregate Limit

Subject to A.2 of Section V – Limits of Liability and Retention, the First Party Aggregate Limit indicated in this endorsement is the most **we** will pay for the total of all **first party expenses** that apply to this policy, regardless of the number of:

- a. **named insureds** this policy covers; or
- b. **wrongful acts, cyber extortion threats, network intrusions, or network outages** that occur.

The First Party Aggregate Limit is a sublimit of insurance that is part of, and not in addition to, the Aggregate Limit stated in item 4 of the Declarations.

4. First Party Sublimits

Subject to A.2 and A.3 of Section V – Limits of Liability and Retention, the First Party Sublimit stated for each **first party expense** indicated in this endorsement is the most we will pay for each applicable **first party expense**, regardless of the number of:

- a. **named insureds** this policy covers; or
- b. **wrongful acts, cyber extortion threats, network intrusions, or network outages** that occur.

The First Party Sublimits are all sublimits of insurance that are part of, and not in addition to, the First Party Aggregate Limit referenced in item 3 above and also the Aggregate Limit stated in item 4 of the Declarations.

Further, any payment of **Breach Coach Services** by the Insurer will reduce the applicable Limits of Liability.

Section V – Limits of Liability and Retention is amended to add:

First Party Retentions

The First Party Retention stated for each **first party expense** indicated in this endorsement is the amount of money the **named insured** must pay for each applicable covered **first party expense** arising from a **wrongful act, cyber extortion threat, network intrusion, or network outage** before this policy will begin to pay. **You** may not insure a First Party Retention. A First Party Retention will not be reduced by the payment of any deductible amount or any amount retained by any of **you** under any other policy of insurance; and a First Party Retention will not be reduced by any payment made on **your** behalf by another person or entity. A First Party Retention will not reduce the applicable First Party Sublimit or the First Party Aggregate Limit. However, no retention will apply to the **Breach Coach Services**.

If multiple **first party expenses** arise from the same **wrongful act, network intrusion, cyber extortion threat or network outage**, the retention for each applicable **first party expense** will be applied separately. However, with respect to all **first party expenses** other than Business Interruption Loss and Dependent Business Interruption Loss, the sum of such First Party Retentions shall not exceed the largest such applicable Retention.

With respect to the Business Interruption Loss and Dependent Business Interruption Loss coverages of this policy, the applicable Waiting Periods will only apply to **business interruption loss** and **dependent business interruption loss**, but not to **extra expense**. The Business Interruption Loss and Dependent Business Interruption Loss Retentions will apply only to **extra expense**.

In no event shall the sum of all applicable Retentions triggered by the same **wrongful act, network intrusion, cyber extortion threat or network outage** exceed the largest applicable Retention.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST PARTY THEFT OF LONG DISTANCE SERVICES ENDORSEMENT

You and we agree that:

The Limits of Liability stated in item 4 of the Declarations Page is amended to add the following Limits of Insurance:

Telecommunication Expense Aggregate Limit	<u>\$100000</u>
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The above Telecommunication Expense Aggregate Limit is a sub-limit of insurance that is part of, and not in addition to, the Aggregate Limit stated in item 4 of the Declarations. Payments made under the Telecommunication Expense Aggregate Limit will reduce and may exhaust the Aggregate Limit of the policy.

A Telecommunication Expense Retention is added to item 5 of the Declarations Page:

Telecommunication Expense Retention	<u>\$5000</u>
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If the space for the Telecommunication Expense Retention is left blank, the Telecommunication Expense Retention will be the same as the Retention Each **Wrongful Act** stated in item 5 of the Declarations.

Section I – Coverage, Subsection A. Insuring Agreement is amended to add:

We will also reimburse the **named insured** for **telecommunication expense** paid by the **named insured** that directly results from a **theft of long distance services** up to the Telecommunication Expense Aggregate Limit and in excess of the Telecommunication Expense Retention.

Section I – Coverage, Subsection C. When We Insure is amended to add:

The **telecommunication expense** coverage offered under this policy applies to a **theft of long distance services** only if all of the following applicable terms are met:

1. the **theft of long distance services** occurs during the **policy period**;
2. the **theft of long distance services** is reported to **us** in writing as soon as practicable and no later than thirty (30) days after the expiration of the **policy period**.

Multiple **theft of long distance services** incidents that are logically and causally connected by common facts, circumstances, situations, events, transactions and/or decisions will be considered one **theft of long distance services** incident occurring on the date the earliest such **theft of long distance services** occurs.

There is no coverage for **theft of long distance services** during any Extended Reporting Period offered under this policy. No Extended Reporting Period available to any of **you** shall apply to any **telecommunication expense**.

This policy does not apply to any **telecommunication expense** arising from or involving a **subsidiary** for any **theft of long distance services** incident that occurs when the **first named insured** did not own directly or indirectly more than fifty percent (50%) of the issued and outstanding voting stock of the **subsidiary**.

Section II – **Definitions**, is amended to add:

- **telecommunication expense** means amounts the **named insured** must pay for charges incurred from a third party, who is not a **named insured**, that are directly attributable to **theft of long distance services**.
- **telecommunication network** means computer hardware and software used for the provision of **telecommunication services**, but only if owned or leased, and operated, by the **named insured**.
- **theft of long distance services** means the theft of outgoing long distance telephone service through access of the **named insured's telecommunication network** by a person or organization other than:
 1. any **named insured**;
 2. any past or present partner, **executive officer**, or any individual in an equivalent position of a **named insured**, including but not limited to individuals that hold management positions similar to an **executive officer** for any **named insured** that does not have a charter, constitution, by-laws or any other similar governing document, but only while performing their duties as such;
 3. any past or present employee of the **named insured** but only while performing their duties as such; employee does not include a **temporary worker**;
 4. any member or stockholder of the **named insured**; but this only applies with respect to their liability as a member or stockholder; or
 5. the executors, administrators or legal representatives of each of **you** listed in items 1 through 6 above in the event of **your** death, incapacity or bankruptcy; but this only applies while performing their duties as such.

Section III – **Exclusions**, is amended to add the following:

- **We** will not pay **telecommunication expense** arising out of or in any way related to any actual or alleged:
 - **theft of long distance services** that has been reported under any other policy, issued by any entity, when the inception date of that other policy preceded the Start Date of this policy.
 - vulnerability in the **named insured's telecommunication network** that a **specified insured** knew about prior to the inception date of this policy;
 - failure to use best efforts to install commercially available software product updates and releases, or apply security-related software patches, to computers and other components of the **named insured's telecommunication network**.

Section V – **Limits of Liability and Retention**, Subsection A. **Limits of Liability** is amended to add:

- **Telecommunication Expense Aggregate Limit**
 Subject to A.2 of Section V – **Limits of Liability and Retention**, the **Telecommunication Expense Aggregate Limit** indicated in this endorsement is the most **we** will pay for the total of all covered **telecommunication expense** that applies to this policy, regardless of the number of:
 - a. **named insureds** this policy covers; or
 - b. **theft of long distance services** incidents that occur.

Section V – **Limits of Liability and Retention** is amended to add:

- **Telecommunication Expense Retention**
 The **Telecommunication Expense Retention** stated in this endorsement is the amount of money the **named insured** must pay for covered **telecommunication expense** for each **theft of long distance services** incident before this policy will begin to pay. The **named insured** may not insure the **Telecommunication Expense Retention**. The **Telecommunication Expense Retention** will not be reduced by the payment of any deductible amount or any amount retained by any **named insured** under any other policy of insurance; and the **Telecommunication Expense**

Retention will not be reduced by any payment made on the **named insured's** behalf by another person or entity. The Telecommunication Expense Retention will not reduce the Telecommunication Expense Aggregate Limit.

Section VII – Conditions is amended to add:

- This coverage provided by this endorsement applies to **theft of long distance services** incidents that are committed anywhere in the universe; except this policy does not apply when the **theft of long distance services** incident, or the **telecommunication expense** incurred, is in a country against which the United States government has imposed trade sanctions, embargoes, or any similar regulations that prohibit the transaction of business with or within such countries at the time the **telecommunication expense** is incurred.
- The currency of this policy is United States of America dollars. If **telecommunication expense** is paid in a currency other than United States dollars, payment will be considered to have been made in United States dollars at the rate of exchange that was used for the payment. If no actual currency exchange was made, then the rate of exchange will be the rate published in The Wall Street Journal on the day following the date that payment was made.
- This policy does not apply to any **telecommunication expense** arising from or involving an entity that is merged with, consolidated or acquired by the **named insured** for any **theft of long distance services** that occurred when the **first named insured** did not own directly or indirectly more than fifty percent (50%) of the issued and outstanding voting stock of the entity.
- in the event the application or other information submitted to **us** contains misrepresentations or fails to state facts which affect **our** acceptance of the risk, the hazard assumed by **us**, the terms or conditions of the policy **we** offered or the premium **we** charged for this policy, **we** will not pay for any **telecommunication expense** relating to a **theft of long distance services** under this policy; and if **you** report any **telecommunication expense** or **theft of long distance services** knowing it, or any of the representations and statements regarding the **telecommunication expense** or **theft of long distance services**, to be false or fraudulent, this insurance will not make payments for the **telecommunication expense** or **theft of long distance services**.

The following section is added:

P. Duties in the Event of a Theft of Long Distance Services

1. The **named insured** must notify **us** in writing as soon as practicable, and no later than thirty (30) days after the expiration of the **policy period**, of any **theft of long distance services** for which the **named insured** seeks **telecommunication expense** coverage under this policy.
2. The **named insured** shall obtain prior written approval from **us** prior to incurring **telecommunication expense**.
3. All notices or correspondences regarding **theft of long distance services** must be sent to the addresses indicated by endorsement to this policy for notices or correspondences regarding **wrongful acts** and **claims**.
4. If a **theft of long distance services** occurs, **you** must:
 - a. immediately record the specifics of the **theft of long distance services** and the date it occurred;
 - b. immediately send **us** copies of all applicable demands, notices, bills, charges and other applicable documentation in connection with the **theft of long distance services**;
 - c. authorize **us** to obtain records and other information;
 - d. cooperate with **us** in the investigation of the **theft of long distance services**; and
 - e. assist **us**, upon **our** request, in enforcing any right against any person or entity that may be liable to **you** for the **telecommunication expense** that may be applicable to this coverage endorsement.
5. None of **you** will, except at **your** own cost, make a payment, assume any obligation, or incur any cost without **our** consent.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read "R. Fisher", written in a cursive style.

Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAMMER CLAUSE MODIFICATION ENDORSEMENT

You and we agree that:

Section I – Coverage, subsection B, item 3.a. is deleted and replaced with the following:

- a. You will not settle any **claim** without **our** prior written consent, even if the **claim** is less than the amount of the Retention. **We** have the right to settle all **claims**, wherever made, unless **we** receive a written objection from the **first named insured** before **we** agree to a settlement. The **first named insured** will be notified before **we** agree to a settlement. If the **first named insured** objects to a settlement recommended by **us** and acceptable to the claimant, then **our** duty to pay will be limited to:

- (1) the amount of **damages** for which the **claim** could have been settled; plus
- (2) all **claim expenses** incurred and paid or payable by **us** or the **first named insured** at the time **we** made **our** recommendation; plus
- (3) Eighty percent (80%) of all covered **damages** and **claim expenses** incurred and paid or payable by **us** or the **first named insured** after the time **we** made **our** recommendation.

If the total of these amounts falls within **your** Retention, **we** will have no duty to pay **damages** and **claim expenses** on that **claim**.

In no event will **we** be obligated to pay more than the remaining applicable Limit of Liability determined under Section V – Limits of Liability and Retention.

In **claims** where the **first named insured** has objected to a settlement recommended by **us**, **we** have the right to stop defending and paying **claim expenses** upon tendering control of the defense to **you**.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTOR, TEMPORARY, OR LEASED PERSONNEL ENDORSEMENT

You and we agree that:

Section II – Definitions is amended as follows:

The definition of **you**, item 4, is deleted and replaced with the following:

- Any agent, independent contractor, temporary, or leased personnel, but only while acting within the scope of his or her **contract worker agreement** with the **named insured**.

The definition of **contract worker agreement** is deleted and replaced with the following:

- **contract worker agreement** means a signed agreement between the **named insured** and an agent, independent contractor, or temporary or leased personnel when the agreement provides that:
 1. the agent, independent contractor, or temporary or leased personnel will provide specific **enterprise services** on behalf of the **named insured**;
 2. the **named insured** will indemnify the agent, independent contractor, or temporary or leased personnel for those **enterprise services**; and
 3. the agreement is made before any **wrongful act** that may give rise to a **claim**.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW SUBSIDIARY, MERGER, CONSOLIDATION OR ACQUISITION - SPECIALTY RISKS ENDORSEMENT

- I. Section II – Definitions, subsection 1 within the definition of **Subsidiary**, is deleted and replaced with the following:
 1. **Subsidiary** also includes any corporation which becomes a **subsidiary** during the **policy period**, provided that as soon as practical, **you** have:
 - a. provided **us** with full details of the new **subsidiary** including a completed and signed **subsidiary** application any other underwriting information **we** may require;
 - b. agreed to and paid any additional premium related to the **subsidiary**, if projected gross annual revenues of the new **subsidiary** are equal to or greater than ThirtyFive percent (35%) of the projected gross annual revenues for all of **you** on the Start Date of this policy; and
 - c. agreed to any change in the terms and conditions of this policy required by **us** relating to the new **subsidiary**.
- II. Section VII – Conditions, subsection 2 within J. **Mergers, Consolidations or Acquisitions**, is deleted and replaced with the following:
 2. **We** may endorse this policy to provide coverage beyond the period of time indicated in item 1. above if, as soon as practical after the merger, consolidation or acquisition transaction, **you** have:
 - a. provided **us** with full details of the transaction and any other additional underwriting information that **we** may require;
 - b. agreed to any amendment of the terms and conditions of this policy by endorsement issued by **us** relating to such transaction; and
 - c. agreed to and paid any additional premium for the endorsement related to such transaction, if, as a result of the transaction, projected gross annual revenues for all of **you** increases ThirtyFive percent (35%) or more over the projected gross annual revenues on the Start Date of this policy.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AND PAYMENTS AVAILABLE TO YOU – WHEN OTHER POLICY ISSUED BY US

This endorsement modifies insurance provided under:

FailSafesm Enterprise Liability Policy

You and we agree that:

Section VII – **Conditions**, Subsection K. **Other Insurance and Payments Available to You** is amended to add:

However, if any **claim** or **wrongful act** is insured under any other valid and collectible policy or policies issued by **us**, the **first named insured** may designate which policy is primary. If the **first named insured** does not designate a primary policy in that event, any **claim** or **wrongful act** will be applied proportionally to those applicable policies issued by **us**.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POST INCIDENT REMEDIATION EXPENSE EXTENSION

This endorsement modifies insurance provided under:

FailSafeSM Enterprise Liability Policy

You and we agree that:

A. Section VII - Conditions is amended by the addition of the following:

Post Incident Remediation Expense Coverage Extension

1. Subject to the additional terms and conditions set forth herein, if a **data privacy wrongful act, network wrongful act, or network intrusion** results in covered **first party expenses** or **damages** under this policy, then the Insurer will reimburse the **named insured** for **post incident remediation expenses** which the **insured** incurs but only if, as additional conditions precedent to coverage hereunder:
 - a. the **post incident remediation expenses**: (i) directly result from a **claim**, or a **data privacy wrongful act, network wrongful act, or network intrusion** which result in **first party expenses**, that have been noticed, accepted and covered under this policy and (ii) are incurred within 120 days from the time final payment made by the insurer for such **claim** or **first party expenses**; and
 - b. the highest applicable Retention to the **claim** or **first party expenses** referenced in 1.a. above has been satisfied by payment by the **named insured** in accordance with the terms and conditions of this policy.
2. **post incident remediation expenses** are subject to a limit of insurance of \$5,000. in the aggregate per **policy period**, which, notwithstanding Section V. A. 2. shall be in addition to the Aggregate Limit stated in Item 4 of the Declarations.

B. Section II. **DEFINITIONS** is amended by the addition of the following:

- **post incident remediation expenses** means reasonable and actual expenses incurred by the **named insured**, in excess of their ordinary operating expenses, solely to remediate deficiencies material to the covered **first party expenses** or **damages**, referenced in A.1. (of this Endorsement) above, which remediation improves the **named insured's** privacy and network security policy, process, or controls.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RECALL AND REPLACEMENT COVERAGE

This endorsement modifies insurance provided under:

FailSafesm Enterprise Liability Policy

You and **we** agree that:

Section II – **Definitions**, definition of **damages**, 4. under “**damages** do not include”, is deleted and replaced with the following:

4. cost or expense to recall, upgrade, replace, repair, correct, complete or re-perform **enterprise services**, in whole or part, by:
 - a. any of **you**; or
 - b. another party on **your** behalf; or
 - c. the party to whom the **enterprise services** were provided, unless **you** were not given the opportunity to cure or if **you** were given the opportunity, after exercising **your** best efforts at **your** own expense, **you** were unable to successfully or satisfactorily recall, upgrade, replace, repair, correct, complete or re-perform **enterprise services**. Whether **you** were given the opportunity to cure and whether **you** exercised **your** best efforts shall be determined by **us** in **our** sole discretion, such discretion not to be exercised unreasonably.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELECTION OF COUNSEL ENDORSEMENT

You and We agree that:

Section I – Coverage, subsection B, items 1, 2 and 3 are deleted and replaced with the following:

1. For all covered **claims**, **we** have the right and duty to defend **you**. At the time **you** notify **us** of any such **claim**, the **first named insured** has the right to select defense counsel, and inform **us** of such selection in writing, subject to all of the following conditions. Selected counsel must:
 - a. be a licensed attorney in good standing in the jurisdiction where the **claim** has been made or is most likely to be made;
 - b. have his or her primary office within fifty (50) miles of the venue of the **claim**, unless **our** prior written consent is granted to select counsel more than 50 miles away;
 - c. bill at an hourly rate that does not exceed the normal and customary rate that **we** pay or would pay for a similar case in the venue where the **claim** has been made;
 - d. have at least five (5) years of civil litigation practice, including the litigation of at least three (3) technology cases involving allegations similar to those made in the **claim** to be defended;
 - e. have current malpractice insurance with limits of liability of at least \$1 million for each claim or occurrence;
 - f. agree to and continue to cooperate with **us** fully and disclose to **us** all information concerning the **claim**, except privileged information related to a coverage dispute between **you** and **us**;
 - g. be pre-approved in writing by **us**; such approval will not be unreasonably withheld; and
 - h. selected counsel agrees to comply with Hartford Financial Products Attorney Guidelines.

Subject to the Limits of Liability, **we** will pay reasonable **claim expenses** incurred by counsel selected pursuant to item 1. a. through h. above.

Nothing in this section will relieve any of **you** of **your** responsibilities under this policy.

If the **first named insured** does not inform **us** in writing that it intends to exercise the right to select counsel as provided above, **we** will exercise that right on behalf of the **first named insured**.

2. Even if the **first named insured** has selected counsel under the terms provided in subsection 1 above, **we** still have the right to select separate counsel to participate in all aspects of the defense of the **claim** together with counsel chosen by the **first named insured**. If we exercise this right to also select counsel, the attorney selected by **us** will be paid by **us** and those payments will not reduce **your** Limits of Liability or apply to **your** Retention.
3. The following terms apply to all covered **claims**:
 - a. **We** may investigate any **claim** as **we** deem appropriate.

- b. **You** will not settle any **claim** without **our** prior written consent, even if the **claim** is less than the amount of the Retention. **We** have the right to settle all **claims**, unless **we** receive a written objection from the **first named insured** before **we** agree to a settlement. The **first named insured** will be notified before **we** agree to a settlement. If the **first named insured** objects to a settlement recommended by **us** and acceptable to the claimant, then **our** duty to pay will be limited to:

- (1) the amount of **damages** for which the **claim** could have been settled; plus
- (2) all **claim expenses** incurred and paid or payable by **us** or the **first named insured** at the time **we** made **our** recommendation; plus
- (3) fifty percent (50%) of all covered **damages** and **claim expenses** incurred and paid or payable by **us** or the **first named insured** after the time **we** made **our** recommendation.

If the total of those amounts falls within **your** Retention, **we** will have no duty to pay **damages** and **claim expenses** on that **claim**.

In no event will **we** be obligated to pay more than the remaining applicable Limit of Liability determined under Section V – Limits of Liability and Retention.

In **claims** where the **first named insured** has objected to a settlement recommended by **us**, **we** have the right to stop defending and paying **claim expenses** upon tendering control of the defense to **you**.

- c. **We** have the right to exercise all of **your** rights in choosing arbitrators and in conducting all arbitrations.
- d. **Our** right and duty to defend **claims** and to pay **claim expenses** will end when **we** have used up the applicable Limit of Liability by paying **damages** and/or **claim expenses**.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

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issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED INSURED, AND DUTIES IN THE EVENT OF A WRONGFUL ACT OR CLAIM - EXECUTIVE

You and we agree that:

Section II – Definitions, definition of **specified insured** is deleted and replaced with the following:

Specified insured means any present partner, **executive officer**, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Information Security Officer, Chief Technology Officer, Chief Privacy Officer, General Counsel or their functional equivalent of a **named insured**, or **named insured** that is an individual.

Section VII – Conditions, section H. **Duties in the Event of a Wrongful Act or Claim**, item 1. is deleted and replaced with the following:

1. The **named insured** must notify **us** in writing as soon as practicable of a **wrongful act** or circumstance that may result in a **claim** under this policy. This requirement applies only when the **wrongful act** is known to a **specified insured**, or should be known to a **specified insured** through reasonable inquiry of others.

Section VII – Conditions, section H. **Duties in the Event of a Wrongful Act or Claim**, item 3. Is deleted and replaced with the following:

1. If a **claim** is made against any of **you**, as soon as any **specified insured** knows of such a **claim**, **you** must:
 - a. immediately record the specifics of the **claim** and the date received;
 - b. send **us** copies of all demands, notices, summonses and legal papers received in connection with the **claim** as soon as practicable;
 - c. authorize **us** to obtain records and other information;
 - d. cooperate with **us** in the investigation, settlement, and defense of the **claim**; and
 - e. assist **us**, upon **our** request, in enforcing any right against any person or entity that may be liable to **you** or the claimant because of **damages** to which this policy may also apply.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

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issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNSOLICITED SENDING OF INFORMATION EXCLUSION

Section III – **Exclusions**, A., of the policy is amended by the addition of the following:

-- Sending of information by fax, electronic mail (e-mail), or via any other means, where prohibited by law;

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'Ross Fisher', is positioned above the printed name.

Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTARY SHUTDOWN COVERAGE

This endorsement modifies insurance provided under:

FailSafesm Enterprise Liability Policy

You and we agree that:

Solely with respect to determining coverage afforded under Business Interruption Loss Coverage, the definition of **network outage** in Section II – **Definitions** is amended to add the following:

A **network outage** also includes the intentional shutdown of **your computer systems** by the **named insured** for either of the following reasons:

1. to the extent reasonably necessary to minimize or avoid **first party expenses, claim expenses** or **damages** that would otherwise directly result from a **network intrusion**; and
2. as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity as a direct result of a **network intrusion**.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF RIGHTS OF RECOVERY PER CONTRACT REQUIREMENT

You and we agree that:

Section VII – Conditions, the subsection entitled **Transfer of Rights of Recovery Against Others to Us**, is deleted and replaced with the following:

Transfer of Rights of Recovery Against Others to Us

You must do nothing to impair **your** rights to recover all or any part of any payment **we** have made under this policy, and those rights are transferred to **us**. At **our** request **you** will bring suit or transfer those rights to **us** and help **us** enforce them. Any recoveries will be paid first to reimburse the person or entity that paid the subrogation costs, then to **us** for the amount **we** have paid. Any amount that may remain will be paid to the **first named insured**.

However, solely as respects to **enterprise service** performed by **you** for a client that requires, by written contract, the **named insured** to waive their right of recovery against such client, **we** will waive any right of recovery **we** may have against such client for amounts paid by **us**.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591-24

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION WITH CYBER TERRORISM CARVE-BACK

This endorsement modifies insurance provided under:

FailSafesm Enterprise Liability Policy

You and we agree that:

Section III - **Exclusions**, Subsection A is amended to add the following:

This insurance does not apply to damages, first party expense or claim expenses, and we do not defend any of **you**, for any **wrongful act** or **claim** arising indirectly or directly out of:

1. war, including undeclared or civil war; or
2. warlike action, including action in hindering or defending against an actual, threatened or expected attack, by a military force, any government, sovereign or other authority using military personnel or other agents; or
3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

Provided, however, that this exclusion will not apply to any act of **cyber terrorism**.

Section II – **Definitions** is amended to add the following:

- **cyber terrorism** means the premeditated use, or threatened use, of disruptive activities, including a **cyber extortion threat** against **your computer systems**, by an individual or group of individuals, whether acting alone or on behalf of or in connection with any organization or government, with the intent to demand a **cyber extortion payment**, cause a **network intrusion**, or violate **data privacy laws**, in furtherance of stated social, ideological, religious, economic or political objectives, or to intimidate the insured in furtherance of such objectives.

All other terms and conditions remain unchanged.



Ross Fisher, President

This endorsement, effective 12:01 am, 08/22/2024
of policy number 61 TE 0297591

forms part

issued to: GOSERCO, INC.

by: HARTFORD FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ARIZONA CANCELLATION AND NONRENEWAL ENDORSEMENT**

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this Policy; and 2) "Insured" means the Name of Insured, Name of Company, Name of Partnership, Parent Company, Name of Insured Plan or Trust, Name of Insured Entity, Named Entity, Named Real Estate Investment Trust(s), Name of Sponsor Company or Insured stated in ITEM A or ITEM 1 of the Declarations Page.

The Cancellation provision of this Policy is deleted and replaced by the following:

NOTICE OF CANCELLATION

- A. This Policy may be cancelled by the **Insured** by surrender of this Policy to the **Insurer** or by giving written Notice of Cancellation to the **Insurer** stating when thereafter such cancellation shall be effective.
- B. If this Policy has been in effect for less than sixty (60) days, the Insurer may cancel this Policy for any reason.
- C. The **Insurer** may not cancel this Policy before the expiration date if this Policy has been in effect for sixty (60) days or more or if this Policy is a renewal effective immediately, unless one or more of the following reasons exist:
 - 1. Nonpayment of premium.
 - 2. Conviction of the **Insured** or other **Insured(s)** of a crime arising out of acts increasing the hazard insured against.
 - 3. Acts or omissions by the **Insured** or other **Insured(s)** or a representative of same constituting fraud or material misrepresentation in obtaining this Policy, in continuing this Policy, or in presenting a **Claim** under this Policy.
 - 4. A substantial change in the risk assumed, except to the extent that the **Insurer** should reasonably have foreseen the change or contemplated the risk in writing the contract.
 - 5. A substantial breach of contractual duties or conditions.
 - 6. Loss of reinsurance applicable to the risk insured against, but only if the absence of reinsurance has resulted from termination of treaty or facultative reinsurance initiated or implemented by the reinsurer or reinsurers of the **Insurer** issuing this Policy.
 - 7. A determination by the Director of Insurance that the continuation of this Policy would place the **Insurer** in violation of the insurance laws of this state or would jeopardize the solvency of the **Insurer**.
 - 8. Acts or omissions by the **Insured** or other **Insured(s)** or a representative of same which materially increase the hazard insured against.

ENDORSEMENT NO: 20

- D. The **Insurer** shall mail a copy of the Notice of Cancellation to the **Insured's** agent and written Notice of Cancellation shall be mailed by certified mail to the **Insured** at the address shown in this Policy or to the last known address at least forty-five (45) days before the effective date of cancellation, except that, if cancellation is for nonpayment of premium, at least ten (10) days notice of cancellation must be given. The notice shall state the reason for cancellation.
- E. If this Policy shall be cancelled by the **Insured**, the **Insurer** shall retain the customary short rate proportion of the premium hereon, except as otherwise provided in this Policy. If the **Insurer** cancels this Policy, the **Insurer** shall retain the pro rata proportion of the premium hereon.
- F. The Notice of Cancellation shall include a refund of unearned premium, except a premium that has been financed.

The following provision is added:

NOTICE OF NONRENEWAL

- A. The **Insurer** may elect not to renew this Policy by mailing a copy of a Notice of Nonrenewal to the **Insured's** agent or broker and by mailing by certified mail a written notice to the **Insured**, at the last address known to the **Insurer**, at least forty-five (45) days before the expiration date or anniversary date of the Policy.
- B. Notice of Nonrenewal is not required if either of the following occurs:
 - 1. The **Insurer** or a company within the same insurance group has offered to issue a renewal Policy; or
 - 2. The **Insured** has obtained replacement coverage or has agreed in writing to obtain replacement coverage.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read "Ross Fisher", is written in a cursive style.

Ross Fisher, President

DISCLOSURE FORM

CLAIMS-MADE POLICY

IMPORTANT NOTICE TO POLICYHOLDER

THIS DISCLOSURE FORM IS NOT YOUR POLICY. IT DESCRIBES SOME OF THE MAJOR FEATURES OF OUR CLAIMS-MADE POLICY FORM. READ YOUR POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED. ONLY THE PROVISIONS OF YOUR POLICY DETERMINE THE SCOPE OF YOUR INSURANCE PROTECTION.

DEFINITIONS

1. **claims-made policy** means an insurance policy that provides coverage only if a **claim** is made during the **policy period** or any applicable **extended reporting period**. A **claim** made during the **policy period** could be charged against a **claims-made policy** even if the event (the "**wrongful act**") causing the **claim** occurred many years prior to the **policy period**. If a **claims-made policy** has a **retroactive date**, an event prior to that date is not covered.
2. **extended reporting period** means a period allowing for making and reporting **claims** after expiration of a **claims-made policy**. This is also known as a "tail."
3. **occurrence policy** means an insurance policy that provides liability coverage only for an event that occurs during the policy term, regardless of when the **claim** is actually made. A **claim** made in the current policy year could be charged against a prior policy year, or may not be covered, if it arises from an event prior to the effective date.
4. **retroactive date** means the date on a **claims-made policy** that denotes the commencement date of coverage for events under the policy.

YOUR POLICY

Your policy is a **claims-made policy**. It provides coverage only when the event occurs on or after the policy **retroactive date** (if any) shown on **your** policy and before the end of the **policy period**, and when the **claim** is first made against **you** and reported in writing to **your** insurer as soon as practicable in accordance with the terms of the policy. Upon termination of **your claims-made policy**, an **extended reporting period** option is available from **your** insurer.

There is no difference in the kind of event covered by **occurrence policies** or **claims-made policies**. **Claims** for **damages** may be assigned to different **policy periods**, depending on which type of policy **you** have.

PRINCIPAL BENEFITS

This policy provides coverage for **damages** and **claim expenses** in excess of the retention because of a **claim** caused by a **wrongful act** in **your** performance of **enterprise services**, up to the maximum dollar limit specified in the policy.

The principal benefits and coverages are explained in detail in **your claims-made policy**. Please read it carefully and consult **your** insurance producer about any questions **you** might have.

EXCEPTIONS, REDUCTIONS AND LIMITATIONS

Your claims-made policy contains certain exceptions, reductions and limitations. Please read them carefully and consult **your** insurance producer about any questions **you** might have.

RENEWALS AND EXTENDED REPORTING PERIODS

Your claims-made policy has some unique features relating to renewal, **extended reporting periods** and coverage for events with long periods of potential liability exposure.

If there is a **retroactive date** in **your** policy, no event prior to that date will be covered under the policy even if a **claim** is made and reported during the **policy period**. It is therefore important for **you** to be certain that there are no gaps in **your** insurance coverage. These gaps can occur in several ways. Among the most common are:

1. If **you** switch from an **occurrence policy** to a **claims-made policy**, the **retroactive date** in **your claims-made policy** should be no later than the expiration date of the **occurrence policy**.
2. When replacing a **claims-made policy** with a **claims-made policy**, **you** should consider the following:
 - a. The **retroactive date** in the replacement policy should extend far enough back in time to cover any events with long periods of liability exposure, or
 - b. If the **retroactive date** in the replacement policy does not extend far enough back in time to cover events with long periods of liability exposure, **you** should consider purchasing **extended reporting period** coverage under the old **claims-made policy**.
3. If **you** replace this **claims-made policy** with an **occurrence policy**, **you** may not have insurance coverage for a **claim** arising during the period of **claims-made** unless **you** have purchased an **extended reporting period** under the **claims-made policy**. **Extended reporting period** coverage must be offered to **you** by law for at least one year after the expiration of the **claims-made policy** at a premium not to exceed 200% of **your** last policy premium.

CAREFULLY REVIEW YOUR POLICY REGARDING THE AVAILABLE EXTENDED REPORTING PERIOD COVERAGE, INCLUDING THE LENGTH OF COVERAGE, THE PRICE AND THE TIME PERIOD DURING WHICH YOU MUST PURCHASE OR ACCEPT ANY OFFER FOR EXTENDED REPORTING PERIOD COVERAGE.



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at — <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.



Producer Compensation Notice

You can review and obtain information on The Hartford's producer compensation practices at www.thehartford.com or at 1-800-592-5717.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES



This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. TWIN CITY FIRE INSURANCE COMPANY

61 SBA IR6188

08/22/24 TO 08/22/25

Type of Coverage

(X) Business Liability - including:

Employees as Additional Insureds
Contractual Liability
Limited Non-Owned Watercraft
Additional Insureds
Damages To Premises Rented To You

(X) Personal and Advertising Injury
(X) Products/Completed Operations

() Hired Auto and Non-Owned Auto

Applicable Limits

Bodily Injury and Property Damage
Liability Combined

\$2,000,000 each occurrence
\$4,000,000 general aggregate

Property Damage Liability
\$1,000,000 each occurrence

\$2,000,000
\$4,000,000 Prod./Comp. Ops.
aggregate
Limit of Liability

B. HARTFORD INSURANCE GROUP

61UEC HZ7062 08/22/24 TO 08/22/25

(X) Comprehensive Automobile Liability -
Owned Automobiles

(X) Non-Owned Automobiles

(X) Hired Automobiles

() Uninsured Motorist

Bodily Injury Liability
each person
each accident

Property Damage Liability
each accident

Bodily Injury and Property Damage
\$1,000,000 Liability Combined
each accident
each occurrence

C. HARTFORD INSURANCE GROUP

61WEC AR6815 08/22/24 TO 08/22/25

(X) Employer's Liability

\$1,000,000 each accident*
\$1,000,000 each employee by
disease*
\$1,000,000 total policy by disease*

D.

() Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES (Continued)

POLICY NUMBER: 61 SBA IR6188

Carrier, Policy Number and Policy Period:
E.

Type of Coverage	Applicable Limits
<input type="checkbox"/> Foreign Commercial General Liability- including: Personal and Advertising Injury Products/Completed Operations	each occurrence Personal and Advertising Injury aggregate Products/Completed Operations aggregate
<input type="checkbox"/> Foreign Contingent Auto Liability	each accident
<input type="checkbox"/> Foreign Employer's Liability	each accident * each employee by disease* total policy by disease*

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: See Attached Endorsement

NCCI Company Number: 10448

Policy Effective Date: 08/22/24

Policy Number: 61 WEC AR6815

Effective Date: 08/22/23

Named Insured and Address:

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

GOSERCO, INC.
7165 E UNIVERSITY DR STE 180
MESA AZ 85207

Audit Period: ANNUAL

Policy Expiration Date: 08/22/25

Endorsement Number: 3

FEIN Number: 86-0741513

Producer Name: GREENWOOD INSURANCE GROUP INC

Producer Code: 61615470

It is agreed that the policy is amended as follows:

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

In consideration of an additional premium of \$972, it is agreed that:

Policy is amended to add the following condition(s):

Waiver of Our Right to Recover from Others Endorsement

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

WC040306

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

WC000313

WC000406A

WC990006A(.1P)

WC990006A(.2)

Countersigned by

Susan L. Castaneda

Authorized Representative