



Contruent Subscription Services Agreement

This Subscription Services Agreement (the "**Agreement**") is entered into and effective as of 12/10/2024 (the "**Effective Date**") by and between Contruent LLC, an Illinois limited liability company, having its principal place of business at 55 Shuman Blvd, Suite 200, Naperville, IL 60563 ("**Contruent**"), and SNOHOMISH COUNTY, a political subdivision of the State of Washington, having its principal place of business at 3000 ROCKEFELLER AVE. EVERETT, WA 98201 ("**Customer**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer entity signing this Agreement. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 "Consulting Services" means certain consulting, implementation and technical services provided by Contruent under this Agreement, as described more fully in a Statement of Work.

1.3 "Contruent Materials" means any materials that Contruent provides to Customer as part of, or in the course of providing, the Service or the Professional Services. Contruent Materials are Contruent's Confidential Information, as defined in Section 6. Customer will use the Contruent Materials only as expressly permitted in this Agreement, or the applicable Order Form or Statement of Work.

1.4 "Customer Data" means all data and information submitted by or on behalf of Customer to the Service.

1.5 "Documentation" means Contruent's then-current training materials, as updated from time to time, and as may be made accessible from within the Service.

1.6 "Order Form" means an ordering document executed by the parties that specifies the Service and certain Professional Services purchased by Customer under this Agreement, and incorporates this Agreement by reference (including executable quotes provided by authorized reseller).

1.7 "Personal Data" means information relating to an identified or identifiable natural person.

1.8 "Professional Services" means Consulting Services as described in the applicable SOW, training services, and Support Services. Professional Services excludes the Service.

1.9 "Service" means the online, web-based application provided to Customer by Contruent as set forth in an Order Form. The Service as defined in this Agreement excludes the Professional Services and all Third-Party Applications.

1.10 "Statement of Work" or "SOW" means a document executed by the parties that describes certain Professional Services purchased by Customer under this Agreement. Each Statement of Work will incorporate this Agreement by reference.

1.11 "Subscription Term" means the period identified in the Order Form during which Customer or its Users are authorized to use or access the Service pursuant to the terms set forth in this Agreement, unless earlier terminated as set forth in Section 10. Access to the Service is granted on a per-User basis or as otherwise specified in the applicable Order Form (each, a "**Subscription**").

1.12 "Support Services" means the support services provided by Contruent, available at <https://www.contruent.com/support/>.

1.13 "Third-Party Applications" means Web-based, mobile, offline or other software functionality that interoperates with the Service, that is provided by Customer or a third party.

1.14 "User" means an individual who is authorized by Customer to use or access the Service and who has been supplied an identification and password by Customer or at Customer's direction. A User may include Customer's or Customer's Affiliates' employees, consultants, contractors, representatives and agents, excluding any direct competitors of Contruent.

2. Service.

2.1 Provision of Service. Contruent will make the Service available to Customer pursuant to this Agreement and all Order Forms during the Subscription Term, solely for Customer's own internal business purposes. Customer agrees that its purchase



of the Service or the Professional Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Contruent with respect to future functionality or features.

2.2 Additional Users; Add-Ons. Customer may reassign Subscriptions to new Users who replace former Users who no longer use or have access to the Service. Customer, however, may not allow more than one individual User to share a single Subscription. Additional Subscriptions for the same Service may be added during a Subscription Term at the then-current pricing that applies to the existing Subscriptions, prorated for the portion of the Subscription Term remaining at the time the Subscriptions are added, and any added Subscriptions will terminate on the same date as the underlying Subscriptions. If Customer permits additional Users in excess of the quantity listed on the Order Form to use the Service without paying the applicable User fees in compliance with this Agreement or Order Form, Contruent may invoice Customer, and Customer will pay for the additional Users at the then-current price per User that applies to the existing Subscriptions, as set forth on Customer's then-current Order Form.

2.3 Customer Affiliates. Customer Affiliates may purchase and use User subscriptions and Professional Services subject to the terms of this Agreement by executing Order Forms or Statements of Work hereunder that incorporate by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer will be deemed to refer to such Customer Affiliate for purposes of such Order Form or SOW.

3. Mutual Rights and Responsibilities.

3.1 Contruent's Responsibilities. Contruent will: (i) provide the Service in accordance with laws and government regulations applicable to Contruent's provision of the Service to its customers generally (i.e., without regard for Customer's particular use of the Service), and subject to Customer's and its Users' use of the Service in accordance with this Agreement and the applicable Order Form; (ii) not use or modify the Customer Data except as otherwise set forth in this Agreement; (iii) maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data, in accordance with [Exhibit B](#); (iv) provide Support Services to Customer in accordance with its then-current support policies; and (v) use commercially reasonable efforts to make the Service available in accordance with the service level addendum attached as [Exhibit A](#). Contruent is responsible for the performance of its personnel (including its employees and service providers) and their compliance with Contruent's obligations under this Agreement. Contruent reserves the right to update its security safeguards, support policies and its SLA at any time in its sole discretion provided that any updates will not materially diminish the level of security, support or SLA provided to Customer during the Term in which Contruent updates such policies. Contruent will provide notices directed to its customer base generally by means of a general notice on the Service, or by electronic mail to Customer's administrator e-mail address on record in Contruent's account information.

3.2 Customer's Responsibilities. Customer is responsible for all activity that occurs in its User accounts and for its Users' compliance with this Agreement. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Service, and the interoperation of any Third-Party Applications with which Customer uses the Service. Customer and its Users must protect the confidentiality of their passwords and login credentials and Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and will notify Contruent promptly of any such unauthorized access or use. Customer will comply with all applicable laws in using the Service.

3.3. Data Privacy. To the extent the Customer Data includes Personal Data that is subject to the data protection laws of the United Kingdom, the European Economic Area, or Switzerland, or the California Consumer Privacy Act, the parties will comply with the terms of a separately executed data processing addendum to be incorporated into this Agreement. Customer will not, and will not permit its Users to, use the Service to send or store Personal Data that is subject to specialized security regimes or contractual handling requirements, including but not limited to credit card information, credit card numbers and magnetic stripe information, social security numbers, driver's license numbers, passport numbers, government issued identification numbers, medical or other health-related information, biometric data, genetic data, financial account information, personally identifiable information collected from children under the age of 13 or from online services directed toward children, real time geo-location data which can identify an individual, or information deemed "sensitive" under applicable law (such as racial or ethnic origin, political opinions, or religious or philosophical beliefs).

3.4 Third-Party Applications. Any acquisition by Customer of Third-Party Applications, and any exchange of data between Customer and any Third-Party Applications, is solely between Customer and the applicable Third-Party Applications provider. Contruent does not warrant or support Third-Party Applications unless expressly provided otherwise in an Order Form. Contruent is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by any Third-Party Application or its provider. The Service may contain features designed to interoperate with Third-Party Applications. Contruent cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Service features in a manner acceptable to Contruent.

4. Fees and Payment.



4.1 Fees. Customer will pay all fees specified in all Order Forms and Statements of Work executed by the parties hereunder. Except as otherwise specified in any Order Form or Statement of Work, all fees are quoted and payable in United States dollars, and payment obligations are non-cancelable. Except as expressly provided in this Agreement, fees paid are non-refundable. Fees for the Service are based on Subscriptions purchased and not actual usage. The number of Subscriptions purchased cannot be decreased during a Subscription Term.

4.2 Invoicing and Payment. Except as otherwise specified in an Order Form or Statement of Work, all fees and charges under this Agreement will be invoiced annually in advance and are due net thirty (30) days from the invoice date. Customer agrees to accept invoices via email at the billing contact email address specified in the applicable Order Form, as may be updated by Customer upon prior written notice. Customers located outside of the U.S. will submit payment to Contruent via wire transfer. Customer is responsible for providing complete and accurate billing and contact information to Contruent and notifying Contruent of any changes to such information.

4.3 Payment Disputes. Customer will pay all undisputed fees when due. If Customer disputes any part of an invoice in good faith, Customer will provide Contruent with notice and detail of the dispute prior to the invoice due date, and will pay the undisputed portion by the invoice due date. Any payment not received by Contruent by the due date and not subject to a reasonable and good faith dispute may accrue, at Contruent's option, late charges at the lesser of 1.5% of the outstanding balance per month or the maximum rate permitted by law, from the date such payment was due until the date paid. If the Customer's account, after default, is referred to an attorney or collection agency for collection, Customer will pay all of Contruent's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees.

4.4 Suspension of Service. If Customer's account is thirty (30) days or more overdue (except for charges then under reasonable and good faith dispute pursuant to Section 4.3), then, following five (5) business days' written notice and opportunity to cure (which notice may be provided via email), in addition to any of its other rights or remedies Contruent may suspend Customer's access to the Service until such amounts are paid in full. In addition, any use of the Service in breach of Section 5.3 (Restrictions) by Customer or its Users that in Contruent's judgment threatens the security, integrity or availability of Contruent's services, may result in immediate suspension of the Service, provided however Contruent will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

4.5 Taxes. Contruent's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Contruent's net income or property. If Contruent has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Contruent with a valid tax exemption certificate authorized by the appropriate taxing authority. All payments under this Agreement will be made free and clear and without deduction of Taxes by Customer. If Customer withholds any Taxes, Customer will gross up the payment to Contruent for the amount specified in the Order Form.

5. Proprietary Rights.

5.1 Access to the Service. Subject to the terms of this Agreement and the applicable Order Form and/or SOW, Contruent grants Customer a nonexclusive, royalty-free, nontransferable right, solely during the Subscription Term: (i) to access and use the Service solely for Customer's internal business purposes and (ii) to use the Contruent Materials solely in conjunction with Customer's authorized use of the Service. Customer will not alter or remove, or permit any third party to alter or remove, any proprietary trademark or copyright markings incorporated in, marked on or affixed to any Contruent Materials.

5.2 Reservation of Rights. Except for the limited rights expressly granted to Customer in Section 5.1, Contruent reserves all right, title and interest in and to the Service, the underlying software, the Contruent Materials, and the Professional Services, including all related intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

5.3 Restrictions. Customer will not, and will not permit any third party to: (i) modify, copy, display, republish or create derivative works based on the Service or the underlying software; (ii) modify, copy or create derivative works of the Contruent Materials; (iii) frame, scrape, link to or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iv) disassemble, decompile or reverse engineer the Service or the underlying software; (v) access the Service for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes, or to build a competitive product or service or copy any ideas, features, functions or graphics of the Service; (vi) license, sublicense, sell, resell, rent, lease, transfer, assign (except as permitted in Section 11.6), distribute, or time share the Service or Contruent Materials, use the Service or Contruent Materials in a service bureau or outsourcing offering, otherwise commercially exploit or make the Service available to anyone other than Customer's Users, or use the Service for the benefit of anyone other than Customer or its Affiliates; (vii) use the Service for any unlawful purposes,



including to send spam or duplicative or unsolicited messages in violation of applicable laws; (viii) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; (ix) upload to the Service or use the Service to send or store code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, Trojan horses or other malicious code ("**Malicious Code**"); (x) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (xi) conduct any platform monitoring, penetration testing or vulnerability scanning of the Service; (xii) attempt to gain unauthorized access to the Service or its related systems or networks; or (xiii) use the Service in a way that circumvents a contractual usage limit. The Service is not fault-tolerant and is not designed, manufactured or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance, such as, but not limited to, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Service could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). Customer will not use the Service for any High-Risk Activities. Contruent may monitor Customer's use of the Service to confirm Customer's compliance with the terms and conditions in this Agreement.

5.4 Customer Data. As between Contruent and Customer, and subject to the limited licenses granted herein, Customer retains ownership of all rights, title and interest in and to all Customer Data. Customer Data is deemed the Confidential Information of Customer under this Agreement. Customer grants Contruent and its applicable service providers a nonexclusive, worldwide, royalty-free license to copy, modify, retain, distribute and disclose, display, and otherwise use Customer Data to provide, maintain and improve the Contruent products and services and associated systems in accordance with this Agreement. If Customer chooses to use a Third-Party Application with a Service, Customer grants Contruent permission to allow the Third-Party Application and its provider to access Customer Data and information about Customer's usage of the Third-Party Application as appropriate for the interoperation of that Third-Party Application with the Service.

5.5 Feedback and Usage Data. Customer and its Users may, but are not required to, give Contruent suggestions, enhancement requests, recommendations, comments or other feedback relating to the features, functionality or operation of the Service or the Professional Services ("**Feedback**"). Contruent may use all Feedback freely without restriction or obligation. In addition, Contruent may collect and analyze data and information about the provision, use, and performance of the Service based on Customer's use of the Service ("**Usage Data**"), and Contruent may freely use Usage Data to maintain, improve, and enhance Contruent's products and services without restriction or obligation. Feedback and Usage Data will not include Customer Data or Personal Data, and Contruent will not identify Customer or its Users as the source of Feedback or Usage Data.

5.6 Federal Government End Use Provisions. Contruent provides the Service, including related software and technology, for ultimate federal government end use in accordance with the following: The Service consists of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Service will be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms and Statements of Work hereunder), the Customer Data, the Service, the Contruent Materials, Contruent's security information, audits and reports, and each party's respective business and marketing plans, technology and technical information, product designs, and business processes. The obligations in this Section 6 will not apply to any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality; (iii) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party; or (iv) is lawfully received from a third party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality, or (v) public records subject to disclosure pursuant to chapter 42.56 RCW. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Contruent services.

6.2 Confidentiality. Receiving Party will use at least the same level of care to prevent unauthorized use of the Confidential Information as it uses for its own confidential and proprietary information of like kind, but in no event less than a reasonable standard of care. Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Receiving Party may disclose Confidential Information to its and its Affiliates' personnel auditors, accountants, attorneys, or advisors who have a need to



know in order to exercise Receiving Party's rights or perform Receiving Party's obligations under this Agreement and who are



subject to confidentiality obligations at least as protective as those herein. The confidentiality obligations contained in this Section 6 supersede and replace any prior non-disclosure agreement between the parties regarding the subject matter covered by this Agreement.

6.3 Compelled Disclosure. Subject to Section 6.5, if the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it will provide the Disclosing Party with prompt notice of such compelled disclosure, to the extent legally permitted, if the Disclosing Party wishes to contest the disclosure.

6.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the confidentiality protections hereunder, the Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

6.5 Public Records. This Agreement and all public records associated with this Agreement shall be available from the Customer for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contruent are needed for the Customer to respond to a request under the Act, as determined by the Customer. Contruent agrees to make them promptly available to Customer. If Contruent considers any portion of any record provided to the Customer under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Contruent shall clearly identify any specific information that it claims to be confidential or proprietary. If Customer receives a request under the Act to inspect or copy the information so identified by Contruent and the Customer determines that release of the information is required by the Act or otherwise appropriate. Customer's sole obligations shall be to notify Contruent (a) of the request and (b) of the date that such information will be released to the requester unless Contruent obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Contruent fails to timely obtain a court order enjoining disclosure. Customer will release the requested information on the date specified.

The Customer has, and by this section assumes, no obligation on behalf of Contruent to claim any exemption from disclosure under the Act. Customer shall not be liable to Contruent for releasing records not clearly identified by Contruent as confidential or proprietary. Customer shall not be liable to Contruent for any records that Customer releases in compliance with this section or in compliance with an order of a court of competent jurisdiction

7. Warranties and Disclaimers.

7.1 Warranties. Each party represents that it has validly entered into this Agreement and has the legal power to do so. Contruent warrants that during the applicable Subscription Term: (a) the Service will perform materially in accordance with the applicable Documentation under normal use and circumstances, (b) except as provided in Section 3.4 (Third-Party Applications), Contruent will not materially decrease the overall functionality of the Service, (c) it will employ then-current, industry-standard measures to test the Service to detect and remediate Malicious Code, and (d) it will perform the Professional Services in a professional and workmanlike manner.

7.2 Remedies. Customer's exclusive remedy and Contruent's entire liability for a breach of the warranties set forth in Section 7.1(a), (b) and (c) will be as follows: provided that the non-conformity is not caused by the combination of the Service with any services, hardware, connection, interface, data, or business processes not provided by Contruent, Contruent will correct any material reproducible impairments to the features and functionality in the Service so that it materially conforms to the warranty, and if Contruent is unable to provide such Service as warranted within a commercially reasonable time following receipt of written notice of breach, Customer will be entitled to terminate the applicable Subscription and receive a refund of any prepaid fees applicable to the remaining portion of the Subscription Term following the effective date of termination. Customer's exclusive remedy and Contruent's entire liability for a breach of the warranty set forth in Section 7.1(d) will be as follows: Contruent will re-perform the applicable Professional Services, and if Contruent is unable to perform such Professional Services as warranted within a commercially reasonable time following receipt of written notice of breach, Customer will be entitled to terminate the applicable SOW and recover the portion of the fees paid for the nonconforming Professional Services, provided that Customer discontinues all use of any Contruent Materials delivered under the applicable SOW and upon request certifies that it has done such and has destroyed all copies in Customer's control.

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICE, THE CONTRUENT MATERIALS, AND THE PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND CONTRUENT, ITS AFFILIATES, THIRD PARTY PROVIDERS, AND LICENSORS MAKE NO WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTRUENT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. CONTRUENT IS NOT RESPONSIBLE FOR AND DISCLAIMS ALL LIABILITY RELATED TO DELAYS, DELIVERY FAILURES, INTERCEPTION, ALTERATION, OR OTHER DAMAGE RESULTING FROM MATTERS OUTSIDE OF ITS CONTROL, INCLUDING PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL



COMPUTING DEVICES, TRANSMISSION OF ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS, AND THIRD PARTY HOSTING SERVICE PROVIDERS.

8. Indemnification.

8.1 Indemnification by Contruent. Contruent will defend Customer, at Contruent's expense, against any claim, demand, suit or proceeding (each, a "**Claim**") made or brought against Customer by a third party alleging that the use of the Service as authorized hereunder infringes a U.S. patent, copyright, or trademark of a third party, and Contruent will indemnify and hold Customer harmless against all damages, attorneys' fees and costs finally awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Contruent, as a result of such Claims. Upon receiving notice of a Claim, Customer will (a) give Contruent prompt written notice of the Claim; (b) give Contruent sole control of the defense and settlement of the Claim (provided that Contruent may not settle any claim unless it unconditionally releases Customer of all liability); and (c) provide to Contruent, at Contruent's expense, all reasonable assistance in the defense or settlement of such Claim. Contruent's indemnification obligation will be offset to the extent its ability to defend or settle a claim is jeopardized by Customer's failure to comply with the preceding sentence. Contruent will have no indemnification obligation for Claims arising from (x) the combination of the Service with any services, hardware, software, interface, data or processes not provided by Contruent if the Service or use thereof would not infringe without such



combination; (y) use of the Service by Customer other than in accordance with this Agreement and the applicable Order Form or SOW; or (z) Customer Data or Third-Party Applications. If the Service is held or likely to be held infringing, Contruent may, in its sole discretion, at no cost to Customer: (i) replace or modify the Service so that it is no longer claimed to infringe, (ii) obtain a license for Customer to continue using the Service in accordance with the Agreement, (iii) replace the Service with a functionally equivalent service; or (iv) terminate Customer's Subscription to the applicable Service and refund any prepaid, unused fees applicable to the remaining portion of the Subscription Term of the applicable Service following the effective date of termination. This Section 8.1 states Contruent's entire liability and Customer's exclusive remedy for any claim of intellectual property infringement.

8.2 Indemnification by Customer. Customer will defend Contruent, at Customer's expense, against any Claims made or brought against Contruent by a third party alleging that the Customer Data, or Customer's use of the Service in violation of this Agreement, infringes or otherwise violates a third party's property or privacy rights, or infringes a U.S. patent, copyright, or trademark of a third party, and Customer will indemnify and hold Contruent harmless against all damages, attorneys' fees and costs finally awarded against Contruent by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Customer, as a result of such Claims. Upon receiving notice of a Claim, Contruent will (a) give Customer prompt written notice of the Claim; (b) give Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Contruent of all liability); and (c) provide to Customer, at Customer's expense, all reasonable assistance in the defense or settlement of such Claim. Customer's indemnification obligation will be offset to the extent its ability to defend or settle a claim is jeopardized by Contruent's failure to comply with the preceding sentence.

9. Limitation of Liability.

9.1 Limitation of Liability. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS PURSUANT TO SECTION 4, A BREACH OF SECTION 5.3, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8, IN NO EVENT WILL EITHER PARTY'S OR ITS LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER FORM OR SOW IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS LICENSORS FOR ANY LOST PROFITS OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Term and Termination.

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all Order Forms or SOWs under this Agreement have expired or been terminated.

10.2 Term of Subscriptions. Subscriptions commence on the start date specified in the relevant Order Form and continue for the Subscription Term specified therein. Unless a party gives written notice of non-renewal at least thirty (30) days prior to the expiration of the relevant Subscription Term, Subscriptions will automatically renew for a period equal to the initial Subscription Term upon the expiration of the initial Subscription Term or any renewal Subscription Term. Contruent may increase the Subscription fees at the beginning of each Subscription Term or upon any renewal Subscription Term. In the event of an increase in the Subscription fees, notice of increase will be provided no less than sixty (60) days prior to the expiration of the relevant Subscription Term. Notwithstanding any other provision to the contrary, any renewal in which the number of Subscriptions or Subscription Term has decreased from the prior Order Form will result in re-pricing at the then-current per-unit Subscription rate without regard to the prior Subscription Term's per-unit pricing.

10.3 Termination for Cause. A party may terminate this Agreement, an Order Form or a Statement of Work for cause: (a) if the other party is in material breach under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such material breach from the non-breaching party; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and such proceeding is not favorably resolved within sixty (60) days.

10.4 Refund or Payment Upon Termination. Upon any termination for cause by Customer, Contruent will refund to Customer any prepaid, unused fees applicable to the remaining portion of the Subscription Term following the effective date of termination. Upon any termination for cause by Contruent, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. Termination will not relieve Customer of its obligation to pay any fees accrued or payable to Contruent relating to the Service or the Professional Services prior to the effective date of



termination, and Customer will immediately pay to Contruent all such fees upon the effective date of termination.



10.5 Return and Deletion of Customer Data. Upon any termination, Customer's right to access or use Customer Data in the Service immediately ceases. Customer may retrieve Customer Data stored in the Service during the Subscription Term using the self-service features of the Service. At termination or expiration of the Subscription Term, if Customer is unable to retrieve Customer Data from the Service, Customer may request in writing that Contruent provide a file of Customer Data then in Contruent's possession or control, in a format to be agreed by both parties, within thirty (30) days after the effective date of termination or expiration. Contruent and Customer will agree on the data format within 3 days of the written request otherwise data will be provided in a .csv file. Contruent will make available to Customer such data file at no charge during the 30 -day period following termination or expiration. After such 30-day period, Contruent has no obligation to maintain or provide any Customer Data and will thereafter delete all Customer Data in its production systems, unless legally prohibited; provided, however, Contruent may retain copies of Customer Data solely as part of a routine disaster recovery backup until such time as the disaster recovery backup is destroyed in accordance with Contruent's standard disaster recovery/business continuity processes.

10.6 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: Sections 1, 4.1, 4.2, 4.3, 4.5, 5.2, 5.3, 5.4, 5.5, 6, 7.2, 7.3, 8, 9, 10.4, 10.5, 10.6, and 11.

11. General Provisions.

11.1 Export Compliance. The Service and Contruent Materials may be subject to export laws and regulations of the United States and other jurisdictions. Each of Contruent and Customer represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or in violation of any U.S. export law or regulation. Customer and its Users will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business, such as the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce, trade and economic sanctions maintained by the United States Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the United States Department of State.

11.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

11.3 Notices. Except as specified in Sections 3.1 and 4.4, all notices required to be sent hereunder will be in writing and will be deemed to have been given upon (i) the date it was delivered by courier, or (ii) if sent by certified mail return receipt requested, on the date received, in each case addressed to the addresses set forth above and, if to Contruent, to the attention of General Counsel, and, if to Customer, to the attention of the signatory of this Agreement, or to such other address or individual as the parties may specify from time to time by written notice to the other party.

11.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.

11.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and Statements of Work), without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Governing Law. This Agreement and any disputes arising out of or related hereto will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act.

11.8 Informal Dispute Resolution; Venue; Waiver of Jury Trial. The parties agree that most disputes can be resolved without resort to litigation. The parties agree to use their best efforts to settle any dispute directly through consultation with each other before initiating a lawsuit. If, after good faith negotiations the parties are unable to resolve the dispute, the parties

Contruent

agree that any and all disputes arising out of or in any way relating to this Agreement, including without limitation its existence, validity or termination, will be subject to the exclusive jurisdiction of the state and Federal courts located in DuPage County Illinois. Each party hereby consents to the exclusive jurisdiction of such courts and waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

11.9 Force Majeure. Neither party will be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Contruent's possession or reasonable control, and denial of service attacks (each a "**Force Majeure Event**"). The party affected will be relieved from its obligations (or part thereof) as long as the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof), it being understood that a Force Majeure Event will not excuse any obligation of Customer to pay invoices due in accordance with the provisions hereof. The party affected will promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure Event with reasonable dispatch. Either party may terminate this Agreement in the event the Force Majeure Event continues for more than forty five (45) days.

11.10 Publicity. Either party may reference the name and logo of the other party in lists of customers or vendors. Either party may issue press releases relating to this Agreement with the other party's prior written consent.

11.11 Compliance with Anti-corruption Laws. Each party will comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the anti-corruption laws of other countries, to the extent applicable. Each party will not, at any time, directly or indirectly (through a subcontractor or other third party), pay, offer, give, or promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials and employees of state-owned enterprises.

11.12 Customer Non-Discrimination. Customer Non-discrimination. It is the policy of the Customer to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination. Chapter 49,60 RCW, and the Snohomish County Human Rights Ordinance. Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

Contruent shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by Contruent of the Contruent's compliance with the requirements of Chapter 2 460 SCC. If Contruent is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the Customer's discretion. This provision shall not affect Contruent's obligations under other federal, state, or local laws against discrimination.

11.13 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms and Statements of Work, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this agreement, express or implied, except for the representations and warranties expressly set forth in this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form or Statement of Work, the terms of such exhibit, addendum, Order Form or Statement of Work will prevail. No terms or conditions set forth on any Customer purchase order, order documentation or vendor on-boarding process will add to or vary the terms and conditions of this Agreement, and all such terms or conditions will be null and void. Titles and headings of sections of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement.

11.14 Counterparts. This Agreement and any Order Form or Statement of Work executed hereunder may be executed by electronically and in counterparts, which taken together will form one legal instrument.

12. INSURANCE

The Contractor shall maintain coverage at least as broad as, and with limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition; including Products and Completed Operations;



Automobile Liability: N/A- Combined single limit per accident for bodily injury and property damage;

Worker's Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

Employer's Liability or "Stop Gap" coverage: \$1,000,000;

Professional Liability: \$1,000,000.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

CONTRUENT LLC.

By: _____

Print Name: _____

Title: _____

Date: _____

Klein, Ken

Digitally signed by Klein,
Ken
Date: 2025.03.12 16:01:39
-07'00'

By: _____

Print Name: Ken Klein
Executive Director

Title: _____

Date: _____



Exhibit A
SERVICE LEVEL ADDENDUM

A. Availability: Contruent will make the Service available 99% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99\%$$

Where:

- “total” means the total number of minutes for the quarter
- “non-excluded” means downtime that is not excluded
- “excluded” means the following:
 - Planned downtime, which shall be any period for which Contruent or the hosting provider gives at least 8 hours’ notice that the Service will be unavailable.
 - Any period of unavailability lasting 15 minutes or less.
 - Any unavailability caused by circumstances beyond Contruent’s reasonable control, including without limitation, acts or omissions of Customer or its Users, including any failure to comply with the Agreement or the Documentation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Contruent employees), computer or telecommunications or Internet service provider failures or delays, hosting provider failures, delays involving hardware or software not within Contruent’s possession or reasonable control (including Third-Party Applications), and network intrusions or denial of service attacks.

For any partial calendar quarter during which Customer subscribes to the Service, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed. In addition, unavailability of some specific features or functions within the Service, while others remain available, shall not constitute unavailability of the Service so long as the unavailable features or functions are not, in the aggregate, material to the Service as a whole.

Unavailability of the Service will be measured from the time that Customer reports Service unavailability to the Contruent support team at success@contruent.com (or such other address as notified by Contruent).

B. Service Level Credits: Should Contruent fail to achieve at least 99% availability during any calendar quarter, Contruent shall provide Customer a credit on the next invoice following the term in which such failure occurred. Such credit shall be equal to five percent (5%) of the applicable fees due and payable by Customer for the applicable Services for the affected calendar quarter.

The credits specified in this Section B shall be Contruent’s sole liability and Customer’s exclusive remedy for failure to meet the availability target specified in Section A above.

C. Reporting and Claims.

To be entitled to the remedies set forth in Section B above, Customer must send an email to contractandproposals@contruent.com with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number.
- Information with dates and time periods for each instance of downtime during the relevant quarter.
- An explanation of the claim made under Section B, including any relevant calculations.

Claims may be made on a calendar quarter basis only, and must be submitted within 10 days after the end of the calendar quarter in which the incident(s) giving rise to the claim occurred.

All claims will be verified against Contruent’s system records. Should Contruent disagree with any period of downtime claimed by Customer, Contruent will provide to Customer a record of Service Availability for the period in question. Contruent will provide such records only in response to claims made by Customer in good faith.



Exhibit B

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the master services agreement (the “**Agreement**”) which was signed and executed on _____ by and between Contruent LLC and its subsidiaries and Affiliates (“**Contruent**”) _____ having its principal place of business at _____ (“**Customer**”), to reflect the parties’ agreement on the Processing of Personal Data (as defined below).

All capitalized terms not defined herein will have the meaning set forth in the Agreement, or under applicable Data Protection Laws and Regulations. All terms under the Agreement apply to this DPA, except that the terms of this DPA will supersede any conflicting terms under the Agreement.

In the course of providing the service to Customer pursuant to the Agreement and any associated amendments, service orders, or schedules (the “**Service**”), Contruent may Process Personal Data on behalf of Customer. In accordance with this DPA, the parties agree to comply with the following provisions with respect to Customer's Personal Data processed by Contruent on behalf of Customer as part of the Services.

1. DEFINITIONS

- 1.1. “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data and shall include “Business” as such term is defined under the CCPA.
- 1.2. “**Data Subject**” means an identified or identifiable natural person. an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Data Subject includes Consumer as such term is defined under the CCPA.
- 1.3. “**Personal Data**” means any information relating to a Data Subject. Personal Data includes Personal Information as such term is defined under the CCPA.
- 1.4. “**Personal Data Breach**” means a security breach that results in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. For the avoidance of doubt, “Personal Data Breach” does not include unsuccessful attempts or activities that do not compromise the security of personal data, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked system.
- 1.5. “**Personnel**” means persons authorized by Contruent to Process Customer's Personal Data.
- 1.6. “**Data Protection Laws and Regulations**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (“**GDPR**”), the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 (“**UK GDPR**”), the California Consumer Privacy Act of 2018 Cal. Civil Code § 1798.100 et seq., and its implementing regulations, as amended by the



California Privacy Rights Act (“CCPA”), and any laws and regulations relating to privacy, data security, and protection of Personal Data applicable to Contruent.

- 1.7. “**Processor**” or “**Service Provider**” – as defined under Data Protection Laws and Regulations.
- 1.8. “**Third Country**” is a country outside of the European Economic Area, the UK or Switzerland that has not been acknowledged by either the EU Commission or the UK Secretary of State as providing an adequate level of protection in accordance with Article 45(3) of the GDPR or Article 45 of the UK GDPR.

2. DATA PROCESSING

- 2.1. Scope and Roles. This DPA applies when Personal Data is Processed by Contruent as part of Contruent’s provision of the Service, as further specified in the Agreement and the applicable order form. In this context, where Data Protection Laws and Regulations provide for the roles of “controller,” “processor,” “business,” or “service provider,” then Contruent will process Personal Data as a Processor or Service Provider, respectively, on behalf of Customer (who, in turn, processes such Personal Data as the Controller or Business, respectively).
- 2.2. Intentionally Deleted. _____
- 2.3. Instructions for Contruent’s Processing of Personal Data. Contruent will only Process Personal Data on behalf of and in accordance with Customer’s instructions. Customer hereby instructs Contruent to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and for the purpose of providing the Service to Customer; and (ii) Processing to comply with other reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement and to comply with applicable Data Protection Laws and Regulations. Processing outside the scope of this DPA (if any) will require prior written agreement between Contruent and Customer on additional instructions for processing.
- 2.4. Notwithstanding, Personal Data may be disclosed by Contruent (a) if required by a subpoena or other judicial or administrative order, or if otherwise required by law; or (b) if Contruent deems the disclosure necessary to protect the safety and rights of any person, or the general public.
- 2.5. As required under applicable Data Protection Laws and Regulations, Contruent will inform Customer immediately, if in Contruent’s opinion an instruction violates any provision under such applicable Data Protection Laws and Regulations and will be under no obligation to follow such instruction, until the matter is resolved following a good-faith discussion between the parties.
- 2.6. Contruent will not (1) “sell” (as defined in the CCPA) Personal Data, or (2) “share” Personal Data for purposes of “cross-context behavioral advertising” (as defined in the CCPA), or (3) retain, use or disclose Personal Data: (i) for any purpose other than for the specific purpose of performing the Service, or (ii) outside of the direct business relationship between Customer and Contruent, except as permitted under the applicable Data Protection Laws and Regulations, or (4) combine Personal Data received pursuant to the Agreement with Personal Data (i) received from or on behalf of another person, or (ii) collected from Contruent’s own interaction with any Data Subject to whom such Personal



Data pertains, or (5) attempt to re-identify any “de-identified data” (as defined in the CCPA) Customer discloses or makes available to Contruent. Customer will have the right to take reasonable and appropriate steps to stop or remediate any unauthorized Processing of Personal Data by Contruent, for example by requesting that Contruent confirm in writing that applicable Personal Data has been deleted.

Contruent does not receive any Personal Data from Customer as consideration for its provision of the Service. Contruent certifies that it understands and will comply with the restrictions set forth in this Section 2.6.

- 2.7. Customer undertakes to provide all necessary notices to Data Subjects and receive all necessary permissions and consents, or otherwise secure the required lawful ground of Processing, as necessary for Contruent to process Personal Data on Customer's behalf under the terms of the Agreement and this DPA, pursuant to the applicable Data Protection Laws and Regulations. To the extent required under applicable Data Protection Laws and Regulations, Customer will appropriately document the Data Subjects' notices and consents, or necessary assessment with other applicable lawful grounds of Processing.

3. ASSISTANCE AND COOPERATION OBLIGATIONS

- 3.1. Taking into account the nature of the Processing and insofar as possible, Contruent will provide Customer reasonable and timely assistance to enable Customer to respond to requests for exercising the rights of Data Subjects, as required under applicable Data Protection Laws and Regulations. Contruent will further assist Customer to ensure that it complies with its obligations regarding the security of Processing, notification of a Personal Data Breach to Supervisory Authorities and affected Data Subjects, Customer's data protection impact assessments and Customer's prior consultation with Supervisory Authorities, in relation to Contruent's Processing of Personal Data under the Agreement and this DPA.

4. CONTRUENT PERSONNEL

- 4.1. Contruent will ensure that its access to Personal Data is limited to those Personnel who require such access to provide the Service under the Agreement. Contruent will impose appropriate contractual obligations upon its Personnel engaged in the Processing of Personal Data, including relevant obligations regarding confidentiality, data protection, and information security. Contruent will ensure that its Personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training in their responsibilities, and have executed written confidentiality agreements.

5. SUB-PROCESSORS

- 5.1. Contruent may engage third-party service providers to process Personal Data on behalf of Customer (“**Sub-Processors**”). Customer hereby provides Contruent with a general authorization to engage the Sub-Processors as defined in Contruent’s current Sub-Processor list. All Sub-Processors have entered into written agreements with Contruent that bind them by substantially the same material data protection obligations under this DPA.
- 5.2. Contruent may engage with a new Sub-Processor to Process Customer Personal Data on Customer's behalf. Contruent will notify the Customer of the intended engagement with the new Sub-Processor ten (10) days prior to such engagement. Customer may object to the Processing of Customer's Personal Data by the new Sub-Processor, for legitimate grounds, within the aforementioned notice period. If Customer timely sends Contruent a



written objection notice, the parties will make a good-faith effort to resolve Customer's objection. In the absence of a resolution, Contruent will make commercially reasonable efforts to provide Customer with the same level of Service, without using the new Sub-Processor to Process Customer's Personal Data.

- 5.3. Contruent will be fully responsible for the acts and omissions related to the Processing of Personal Data by its Sub-Processors to the same extent that Contruent would be responsible if performing the Service of each Sub-Processor.

6. INFORMATION SECURITY

Contruent will maintain administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Customer's Personal Data pursuant to Contruent's internal policies and procedures, taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and without prejudice to any other security standards agreed upon by the parties. Contruent regularly monitors compliance with these safeguards. It is agreed that Contruent will not materially reduce the overall security of the Service during the term of the Agreement. Detailed information regarding such safeguards may be requested from infosec@contruent.com.

7. AUDIT

Contruent will allow for and contribute to audits, conducted by Customer or another auditor mandated by Customer, in relation to Contruent's obligations under this DPA. Contruent may satisfy the audit obligation under this section by providing Customer with attestations, certifications and summaries of audit reports conducted by accredited third party auditors. Other audits by Customer are subject to the following terms: (i) the audit will be pre-scheduled in writing with Contruent, at least forty-five (45) days in advance and will be performed not more than once a year; (ii) a third-party auditor will execute a non-disclosure undertaking toward Contruent; (iii) the auditor will not have access to non-Customer data; (iv) Customer will ensure that the audit will not interfere with or damage Contruent's business activities and information and network systems; (v) Customer will bear all costs and expenses related to the audit; and (vi) as soon as the purpose of the audit is completed, Customer will permanently and completely dispose of all copies of the audit report.

8. PERSONAL DATA BREACH MANAGEMENT AND NOTIFICATION

- 8.1. Contruent will notify Customer without undue delay (and within 24 hours) after becoming aware of a Personal Data Breach related to Customer's Personal Data processed by Contruent, or any of Contruent's Sub-Processors to allow Customer to fulfill its data breach reporting obligations under applicable Data Protection Laws and Regulations. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.
- 8.2. Contruent will take reasonable steps to contain, investigate, and mitigate the effects of the Personal Data Breach and will promptly inform Customer accordingly. Contruent's notification of a Personal Data Breach in accordance with Section 8.1 will not be construed as an acknowledgment by Contruent of any fault or liability with respect to the Personal Data Breach.

9. DELETION AND RETENTION OF PERSONAL DATA

- 9.1. Upon the end of the provision of the Service or upon Customer's written request, Contruent will return Customer's Personal Data to Customer or delete such data, including



by de-identifying thereof. Notwithstanding, Customer acknowledges and agrees that Contruent may retain copies of Customer Personal Data as necessary in connection with its routine backup and archiving procedures and to ensure compliance with its legal obligations and its continuing obligations under applicable law.

10. **TERM**

10.1. This DPA will commence on the same date that the Agreement is effective, or as otherwise provided explicitly under this DPA, and will continue until the Agreement expires or is terminated, pursuant to the terms therein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2025

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 Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Sharon Panos</td> </tr> <tr> <td>PHONE (A/C No. Ext): 847-908-8714</td> <td>FAX (A/C, No): 847-440.-9123</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Sharon.Panos@MarshMMA.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Hartford Fire Insurance Compan</td> <td style="text-align: right;">NAIC # 19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td style="text-align: right;">27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Co</td> <td style="text-align: right;">29424</td> </tr> <tr> <td>INSURER D : CFC Underwriting at Lloyds</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Sharon Panos		PHONE (A/C No. Ext): 847-908-8714	FAX (A/C, No): 847-440.-9123	E-MAIL ADDRESS: Sharon.Panos@MarshMMA.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Hartford Fire Insurance Compan	NAIC # 19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Insurance Co	29424	INSURER D : CFC Underwriting at Lloyds		INSURER E :		INSURER F :	
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INSURED Contruent LLC 55 Shuman Blvd, Suite 200 Naperville IL 60563																					

COVERAGES	CERTIFICATE NUMBER: 1471128438	REVISION NUMBER:
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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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83UUNBF8NTT	11/1/2024	11/1/2025	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	AUTOMOBILE LIABILITY <input 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			83UENAG6247	11/1/2024	11/1/2025	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			83XHUBH6C61	11/1/2024	11/1/2025	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 10,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$ 10,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
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D	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	N/A	ESN0340129486	10/31/2024	11/1/2025	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <td>PER STATUTE</td> <td>OTHR</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	PER STATUTE	OTHR		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$		
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D	Professional/Cyber			ESN0340129486	10/31/2024	11/1/2025	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <td>Limit</td> <td style="text-align: right;">\$5,000,000</td> </tr> <tr> <td>Limit</td> <td style="text-align: right;">\$5,000,000</td> </tr> </table>	Limit	\$5,000,000	Limit	\$5,000,000										
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Limit	\$5,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 It is agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project.

APPROVED

By Sheila Barker at 2:18 pm, Feb 25, 2025

<p>CERTIFICATE HOLDER</p> <p>Snohomish County 3000 Rockefeller Ave, M/S 507 Everett WA 98201</p>	<p>CANCELLATION</p> <p style="font-size: small;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p style="font-size: small;">AUTHORIZED REPRESENTATIVE</p> <p style="font-size: 24px; font-family: cursive; color: black; margin: 0;">Sheila Barker</p>
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COMMERCIAL GENERAL 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, and any other person or organization qualifying as a Named Insured under this policy. 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 II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" 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" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - 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 or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

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

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

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - 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.

- 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 II - 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;

(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 And Good Samaritan Coverage**

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, 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".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) 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 purposes of liability assumed in an "insured contract", reasonable attorney 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:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney 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 even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of 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 Paragraph (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" or "property damage" 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:
 - (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b)** The operation of any of the machinery or 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 for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", 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. 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 seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - 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 "property damage" arising from 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 the job site.

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

k. Damage To Your Product

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

l. 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.

m. 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.

n. 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.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or 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.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" 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".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" 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;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, 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 j. through n. do not apply to damage by fire, lightning or explosion to premises while 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 III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "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 "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any 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 III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies 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.

2. Exclusions

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

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

b. **Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. **Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. **Quality Or Performance Of Goods - Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. **Infringement Of Intellectual Property Rights**

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. **Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" 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.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) 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
- (2) 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".

o. War

"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.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

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

q. Right Of Privacy Created By Statute

"Personal and advertising injury" 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.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"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;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "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".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. 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.

2. Exclusions

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 within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. 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.
- d. 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.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. 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.
- g. 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.

These payments will not reduce the limits of insurance.

2. 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:

- a. 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";
- b. This insurance applies to such liability assumed by the insured;
- c. 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";
- d. 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 interests of the indemnitee;
- e. 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
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
- (a) Obtain records and other information related to the "suit"; and
 - (b) 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 **2.b.(2)** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**, 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:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - 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), 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 (1)(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:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above 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 Coverage Part.

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 the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or 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;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. 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.

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

The following person(s) or organization(s) are an additional insured when you have agreed, in a written 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.

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

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

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 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 Sub-paragraphs (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(s) or organization(s) 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(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

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.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which 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.

d. Architects, Engineers Or Surveyors

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:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded 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:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

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.

With respect to the insurance afforded these additional insureds, 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 within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional 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:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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:

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

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability 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.

SECTION III - 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. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;

- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

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

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** 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.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

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.

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.

SECTION IV - COMMERCIAL GENERAL LIABILITY 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 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 or 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 which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds 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 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.

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

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

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

- 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 Part 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 Coverage Part 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.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of 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 I - Coverage A - Bodily Injury And Property Damage Liability;

(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 j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

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

Any 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

Any 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 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 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 Coverages A or B 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 of 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.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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 that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

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.

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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - 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; or
- b. 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. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "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; or
- 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. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- 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, discrimination or malicious prosecution directed at that person.

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 the repair, replacement, adjustment or removal of "your product" or "your work", or 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 III - 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. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- 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:

- (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 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, maintained primarily to provide mobility to 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 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.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 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 a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication, in any manner, 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, in any manner, 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"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18. "Pollutants"** mean 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 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.
 - 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;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.
- 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 the "occurrence" that caused it.
- As used in this definition, computerized or electronically stored data, programs or software are not tangible property. 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.
- 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";
- 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.