



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2025

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 Aon Risk Services Northeast, Inc. One Liberty Plaza 165 Broadway, Suite 3201 New York, NY 10006	CONTACT NAME: PHONE (A/C, No. Ext): +1 (866) 283-7122 FAX (A/C, No): +1 (800) 363-0105 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Swiss Re Corporate Solutions America Insurance</td> <td>29874</td> </tr> <tr> <td>INSURER C: Swiss Re Corporate Solutions Capacity</td> <td>34916</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Swiss Re Corporate Solutions America Insurance	29874	INSURER C: Swiss Re Corporate Solutions Capacity	34916	INSURER D:		INSURER E:		INSURER F:
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INSURED International Business Machines Corp., including Red Hat, Inc., and any other Subsidiary Corp Owned or Controlled by the Insured One New Orchard Road Armonk, NY 10504 United States														

COVERAGES

CERTIFICATE NUMBER: 731093

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		HDO G48960352 (USA)	5/21/2025	5/21/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	X		ISA H10823808 (USA)	5/21/2025	5/21/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			See Page 2	See Page 2	See Page 2	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Errors & Omissions Liability & Cyber Liability	N/A	N/A	TCP 1000009 10 (NY) TCP 1000054 04 (GA) 5601.3	11/1/2025 11/1/2025 11/1/2025	11/1/2026 11/1/2026 11/1/2026	Per Claim \$5,000,000 Aggregate \$5,000,000

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

The policies listed above are not intended to replace locally mandated (statutory) insurance policies in various countries, other than the USA.

Please see next page for any additional language.

CERTIFICATE HOLDER

CANCELLATION

Snohomish County
3000 Rockefeller Ave
M/S 507
Everett, Washington 98201
United States

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

AUTHORIZED REPRESENTATIVE

Authorized Representative:
Aon Risk Services Northeast, Inc.

Aon Risk Services Northeast, Inc.

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc. One Liberty Plaza 165 Broadway, Suite 3201 New York, NY 10006	NAMED INSURED International Business Machines Corp., including Red Hat, Inc., and any other Subsidiary Corp Owned or Controlled by the Insured One New Orchard Road Armonk, NY 10504 United States
EFFECTIVE DATE: Various (see prior page)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

EMPLOYERS LIABILITY/WORKERS COMP POLICIES

Policy Number	Eff. Date	Exp. Date	Company Affording Coverage
EL6-621-004158-845	1/1/2025	1/1/2026	The First Liberty Insurance Corp (33588)
EL7-621-004158-925	1/1/2025	1/1/2026	Liberty Insurance Corporation (42404)
WA7-62D-004158-935	1/1/2025	1/1/2026	Liberty Insurance Corporation (42404)
EW2-62N-004158-695	1/1/2025	1/1/2026	Liberty Mutual Fire Insurance Company (23035)
WA5-62D-004158-445	1/1/2025	1/1/2026	LM Insurance Corporation (33600)
WC5-621-004158-155	1/1/2025	1/1/2026	LM Insurance Corporation (33600)

Snohomish County is hereby listed as an additional insured on the Commercial General Liability Insurance Policy issued in the USA but only to the extent the interests may appear.

Snohomish County is hereby listed as an additional insured on the Automobile Liability Insurance Policy issued in the USA but only to the extent the interests may appear.

With respect to Voluntary Compensation and Contingent Employers Liability:

All operations incidental to the conduct of Named Insured's business in the United States of America.

Professional Liability Additional Wording: Additional insured for the Cyber

If there is a question regarding this certificate please contact Seth Horner
(Email: s.horner@ibm.com Phone: 3237104242)



ADDITIONAL REMARKS SCHEDULE

AGENCY
 Aon Risk Services Northeast, Inc.
 One Liberty Plaza
 165 Broadway, Suite 3201
 New York, NY 10006

NAMED INSURED
 International Business Machines Corp.,
 including Red Hat, Inc.,
 and any other Subsidiary Corp Owned or Controlled by the Insured
 One New Orchard Road
 Armonk, NY 10504
 United States

EFFECTIVE DATE: 6/30/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

CRIME & FIDELITY BOND - EXCESS						
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WAIVER OF TRANSFER OF RECOVERY AGAINST OTHERS TO US

Named Insured International Business Machine			Endorsement Number 2
Policy Symbol ISA	Policy Number H10823808	Policy Period 05/21/2025 TO 05/21/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Section IV – Business Auto Conditions, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an “accident” or “loss” if:

- (1) The “accident” or “loss” is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any “accident” or “loss”.

No waiver of the right of recovery will directly or indirectly apply to your “employees” or “employees” of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured International Business Machine			Endorsement Number 3
Policy Symbol ISA	Policy Number H10823808	Policy Period 05/21/2025 TO 05/21/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM AUTO DEALERS COVERAGE FORM

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Not applicable in Alaska, Kentucky, New Hampshire and New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act (K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 through 16-1908 and any amendments thereto). According to the Acts, a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Where required by contract or written agreement prior to loss and allowed by law

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, Dist. Of Col, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Mississippi, Missouri, Montana, New Mexico, North Carolina, Pennsylvania, Rhode Island, South Carolina, South Dakota, Vermont, West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska, Nevada, Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the states of New York, Oklahoma, Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-62D-004158-445

Effective Date

Premium \$

Issued to International Business Machines Corporation

Endorsement No.

**COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in 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.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.