



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP# NUMBER: 23ITB140062B-PS, (B)

BID/RFP# TITLE: Cabling and Physical Security

ORIGINAL APPROVAL DATE: March 20, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026 – December 31, 2026

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$4,500,000.00

COMPANY'S NAME: NetPlanner Systems, Inc.

ADDRESS: 3145 Northwoods Parkway, Suite 800

CITY: Peachtree Corners

STATE: GA

ZIP: 30071

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on **BOC DATE: 11/19/2025** **BOC NUMBER: 25-0867**.

RENEWAL OF CERTIFICATE OF INSURANCE: The Contractor is required to maintain insurance during the entire term of this Agreement, including contract renewal options. The Contractor must furnish the County a renewal Certificate of Insurance showing the required coverage as specified in the Contract Agreement. A current COI must be provided before the commencement of work on this project. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

NETPLANNER SYSTEMS, INC.



Robert L Pitts

Laura Corpe

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Phillip Cohen, RCCD
Vice President of Sales**

ATTEST:

Tonya R Grier

**Tonya R. Grier
Clerk to the Commission**

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Kevin Kerrigan

**Kevin Kerrigan, CIO
Information Technology**

ITEM#: _____ RM: _____	ITEM#: <u>25-0867</u> 2ND RM: <u>11/19/2025</u>
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE



SCHEDULE OF FORMS

Named Insured NETPLANNER SYSTEMS, INC.		
Policy Number D02789796	Policy Period 12-31-2024 to 12-31-2025	Effective Date of Endorsement 12-31-2024
Name of Company CHUBB NATIONAL INSURANCE COMPANY		

The following is a schedule of forms issued as of the date shown above:

Form Number	Edition Date	Form Title	Effective Date	Date Issued
CB CG DS 0002	0320	GENERAL LIABILITY SCHEDULE OF FORMS	12/31/2024	
CB CG DS 0001	0320	LIABILITY DECLARATIONS	12/31/2024	
CB CG 00 0001	0320	COMMERCIAL GENERAL LIABILITY COVERAGE FORM	12/31/2024	
CB CG 00 0004	0320	EMPLOYEE BENEFITS LIABILITY COVERAGE	12/31/2024	
CB CG 04 0016	0320	CRISIS ASSISTANCE EXPENSES	12/31/2024	
CB CG 21 0003	0320	EXCLUSION - PROFESSIONAL SERVICES - TOTAL	12/31/2024	
CB CG 21 0007	0320	ABUSE OR MOLESTATION EXCLUSION - TOTAL	12/31/2024	
CB CG 21 0008	0320	EMPLOYMENT-RELATED PRACTICES EXCLUSION	12/31/2024	
CB CG 21 0009	0320	TOTAL POLLUTION EXCLUSION ENDORSEMENT	12/31/2024	
CB CG 21 0034	0320	EXCLUSION - ELECTROMAGNETIC RADIATION	12/31/2024	
CB CG 21 0049	0320	CAP ON CERTIFIED TERRORISM LOSSES	12/31/2024	
CB CG 24 0018	0320	AUTOMATIC INCREASE IN PAYROLL AND SALES	12/31/2024	
CB CG 25 0003	0320	DESIGNATED LOCATION OR DESIGNATED PROJECT LIMIT WITH COMBINED TOTAL AGGREGATE	12/31/2024	
CG 20 10	0413	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION	12/31/2024	
CG 20 37	0413	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS	12/31/2024	
CG 24 13	0413	AMENDMENT OF PERSONAL AND ADVERTISING INJURY DEFINITION	12/31/2024	
CB CG 21 0077	0320	EXCLUSION - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW	12/31/2024	
CB CG 21 0078	0623	EXCLUSION - ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION	12/31/2024	
CB CG 21 0081	1023	EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES	12/31/2024	
CB CG 21 0114	0623	EXCLUSION - VIOLATION OF LAWS ADDRESSING DATA PRIVACY	12/31/2024	
CB CG 21 0115	0623	EXCLUSION - ACCESS TO OR DISCLOSURE OF	12/31/2024	



		CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION	
CB CG 01 0005	0320	GEORGIA - METHOD OF SHARING	12/31/2024
CB CG 01 0011	0621	GEORGIA AMENDATORY	12/31/2024
CB CG 01 0014	0621	GEORGIA - DELETION OF ARBITRATION CONDITION	12/31/2024
CB CG 21 0075	0320	GEORGIA - DELETION OF DISCRIMINATION OR HUMILIATION EXCLUSION	12/31/2024
CB CG 04 0013GA	0320	GEORGIA - PRODUCT WITHDRAWAL EXPENSES	12/31/2024
CB CG 24 0005GA	0821	GEORGIA CHANGES - AMENDMENT OF PERSONAL AND ADVERTISING INJURY DEFINITION - NOT INCLUDING LIBEL OR SLANDER	12/31/2024
CB CG 04 0001GA	0821	GEORGIA CHANGES- COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT	12/31/2024

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured NETPLANNER SYSTEMS, INC.		
Policy Number D02789796	Policy Period 12-31-2024 to 12-31-2025	Effective Date of Endorsement 12-31-2024
Name of Company CHUBB NATIONAL INSURANCE COMPANY		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.
Location And Description of Completed Operations: All Projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

All Other Terms And Conditions Remain Unchanged.



Authorized Representative

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - ONGOING OPERATIONS

Named Insured NETPLANNER SYSTEMS, INC.		
Policy Number D02789796	Policy Period 12-31-2024 to 12-31-2025	Effective Date of Endorsement 12-31-2024
Name of Company CHUBB NATIONAL INSURANCE COMPANY		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Name of Person or Organization:</p> <p>Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured. However, no such person or organization is an insured with respect to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All Other Terms And Conditions Remain Unchanged.



Authorized Representative



**GEORGIA CHANGES – COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT
(ALL ITEMS INCLUDED UNLESS AMENDED OR DELETED BY SEPARATE ENDORSEMENT)**

Named Insured NETPLANNER SYSTEMS, INC.		
Policy Number D02789796	Policy Period 12-31-2024 to 12-31-2025	Effective Date of Endorsement 12-31-2024
Name of Company CHUBB NATIONAL INSURANCE COMPANY		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If any other endorsement attached to this policy amends any provision also amended by this enhancement endorsement, then that other endorsement controls with respect to such provision, and the changes made by this enhancement endorsement with respect to such provision do not apply.

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A. Expected Or Intended Injury – Exception For Property Damage Caused By Reasonable Use Of Force

Exclusion a. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured, even if the actual "bodily injury" or "property damage" is of a different degree or type than intended or expected. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Non-Owned Watercraft Under 55 Feet

Paragraph (2) of Exclusion g. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

This exclusion does not apply to:

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

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

C. Non-Owned Aircraft Exception

Exclusion g. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

This exclusion does not apply to:

(6) An aircraft you do not own provided:

- (a) The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- (b) It is rented with a trained, paid crew; and
- (c) It does not transport persons or cargo for a charge.

D. Damage To Property – Exception For Equipment Loaned Or Rented To The Insured

Exclusion j. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

E. Electronic Data – Exception For Physical Injury To Tangible Property

Exclusion p. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

p. Electronic Data

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

However, this exclusion does not apply to:

- (1) "Bodily injury"; or
- (2) Physical injury to tangible property.

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.

F. Pollution – Exception For Damage To Rented Premises Caused By Hostile Fire

Exclusion f. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

This exclusion does not apply to “property damage” to premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a “hostile fire”, explosion, smoke or leakage from fire protection equipment.

G. Personal And Advertising Injury Coverage – Contractual Liability Exception For Insured Contracts

Exclusion e. under Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is deleted and replaced by the following:

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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a written contract or agreement that is an “insured contract” provided the “personal and advertising injury” is caused by an offense first committed after the execution of the contract or agreement.

H. Medical Expenses Coverage – Three Years To Report Expenses

Subparagraph 1.a.(b) under **Section I – Coverage C – Medical Payments** is deleted and replaced by the following:

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

I. Supplementary Payments – Increased Limits

Paragraph 1. under **Section I – Supplementary Payments –Coverages A And B** is deleted and replaced by the following:

- 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. The cost of:
 - (1) Bail bonds; or
 - (2) Bonds required to:
 - (a) Appeal judgments; or
 - (b) Release attachments;
 but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.
 - c. 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 \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit".

- e. 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.
- f. 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.

J. Who Is An Insured – Subsidiaries Or Newly Acquired Or Formed Organizations – Including New And Existing Subsidiaries, Partnerships, Joint Ventures, Limited Liability Companies

Paragraph 2. under **Section II – Who Is An Insured** is deleted and replaced by the following:

- 2. If there is no other insurance available, each of the following is also a Named Insured:
 - a. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or
 - b. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

K. Who Is An Insured – Employees Including Incidental Healthcare Professional Services

Paragraph 3.a. under **Section II – Who Is An Insured** is deleted and replaced by the following:

- 3. Each of the following is also an insured:
 - a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
 - (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (1)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (1)(a) or (b) above.

With respect to "bodily injury" only, the limitations described in Paragraph 3.a.(1) above do not apply to:

- (i) You or to your directors, managers, members, "executive officers", partners or supervisors as insureds;
- (ii) Your "employees" as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee"; or
- (iii) Your "employees" who are nurses, emergency medical technicians, or paramedics as insureds, with respect to such damages that are caused by providing or failing to provide professional healthcare services, but only if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

- (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or by any of your "employees". This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.

L. Additional Insureds

Paragraph 3. under **Section II – Who Is An Insured** is amended by including the following:

Controlling Interest

Any person or organization that has financial control of you or owns, maintains or controls premises while you lease or occupy such premises, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by or for that person or organization.

Lessors Of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to the maintenance or use by you of such equipment, and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to an "occurrence" that takes place, or an offense that is committed, after the equipment lease ends.

Managers Or Lessors Of Premises

Any person or organization from whom you lease premises, but only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to:

- (1) An "occurrence" that takes place, or an offense that is committed, after you cease to be a tenant in such premises; or
- (2) Any structural alteration, new construction or demolition operations performed by or on behalf of them.

Mortgagee, Assignee Or Receiver

A mortgagee, assignee or receiver of premises, but only with respect to such mortgagee, assignee or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your ownership, maintenance or use of a premises by you. However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

Other Persons Or Organizations Pursuant To A Contract Or Agreement

Any person or organization that you are obligated pursuant to a contract or agreement to provide with such insurance as is afforded by this policy are insureds.

However, the person or organization is an insured only:

- (1) To the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- (2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- (3) With respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured:

- (1) That is more specifically identified under any other provision of **Section II - Who Is an Insured** (regardless of any limitation applicable thereto).
- (2) With respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations at the trade show event premises during the trade show event.

However, no such person or organization is an insured with respect to "bodily injury" or "property damage" included within the "products-completed operations hazard".

Vendors

Any person or organization who is a vendor of "your products", but only with respect to liability for "bodily injury" or "property damage" resulting from the distribution or sale of "your product" in the regular course of their business. However, no such person or organization is an insured with respect to any:

- (1) Assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages for "bodily injury" or "property damage" that such person or organization would have in the absence of such contract or agreement;
- (2) Representation or warranty unauthorized by you;
- (3) Physical or chemical change in "your product" made intentionally by the vendor;
- (4) 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;
- (5) Failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your product";
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product"; or
- (7) Of "your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization is an insured from whom you have acquired "your product", or any ingredient, part or container entering into, accompanying or containing "your product".

Limitations Applicable To Additional Insureds

With respect any person or organization that qualifies as an additional insured under paragraph L. above, the following limitations apply to such insured:

- (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.

Limits Of Insurance Applicable to Additional Insureds

With respect any person or organization that qualifies as an additional insured under paragraph L above, 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.

However, the above paragraph shall not increase the applicable limits of insurance.

M. Medical Expense Limit – \$15,000

Paragraph 7. under **Section III – Limits Of Insurance** is amended by including the following:

The Medical Expense Limit is the greater of:

- a. \$15,000; or
- b. The amount shown in the Declarations for the Medical Expense Limit.

N. Knowledge/Notice Of Occurrence

Paragraph 2. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

- f. Knowledge of an “occurrence” or offense by an agent or “employee” of the insured will not constitute knowledge by the insured, unless an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee knows about such “occurrence” or offense.
- g. Failure of an agent or “employee” of the insured, other than an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.
- h. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

O. Primary And Non-Contributory

Subparagraph 4.a. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

However, if you are obligated to a written contract or agreement to provide a person or organization that is included in **Section II – Who Is an Insured** with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

P. Unintentional Failure To Disclose Hazards

Paragraph 6. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

Unintentional failure of an “employee” of the insured to disclose a hazard or other material information will not violate this condition, unless an “executive officer” (whether or not an “employee”) of any insured knows about such hazard or other material information.

Q. Waiver Of Subrogation Required By Contract

Paragraph 8. under **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

8. Waiver Of Subrogation Required By Contract

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Coverage C.

R. In Rem

The following is added to **Section IV – Commercial General Liability Conditions**:

Any "suit" brought as an action In Rem against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

S. Coverage Territory – Limited Worldwide

Paragraph 4. under **Section V – Definitions** is deleted and replaced by the following:

4. "Coverage territory" means all parts of the world.

However, "coverage territory" does not include any:

- a. "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or
- b. Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

T. Insured Contract Amended – Railroad Limitations Removed

Paragraph 9. under **Section V – Definitions** is deleted and replaced by the following:

9. "Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. Any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

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

- (1) Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Giving directions or instructions, or failing to give them.

All Other Terms And Conditions Remain Unchanged.

A handwritten signature in black ink, appearing to be "P. M. Q.", written over a horizontal line.

Authorized Representative



DESIGNATED LOCATION OR DESIGNATED PROJECT LIMIT WITH COMBINED TOTAL AGGREGATE

Named Insured NETPLANNER SYSTEMS, INC.		
Policy Number D02789796	Policy Period 12-31-2024 to 12-31-2025	Effective Date of Endorsement 12-31-2024
Name of Company HUBB NATIONAL INSURANCE COMPANY		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Designated Location :</p> <p>Designated Project: All Projects</p> <p>Combined Total Aggregate Limit: \$4,000,000</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** Subject to the Combined Total Aggregate Limit shown in the Schedule above, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and "property damage" caused by "occurrences" under Section I – Coverage A and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to a single designated "location" owned by or rented to you or operations at a single designated "project" shown in the Schedule above:
 - 1.** A separate General Aggregate Limit will apply to each "location" or each "project" shown in the Schedule above, and that limit is equal to the General Aggregate Limit shown in the Declarations.
 - 2.** Subject to the Each Occurrence Limit and all other applicable limits, the separate General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Coverage A, except in connection with "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under Coverage C regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits"
 - 3.** Any payments made under Coverage A or under Coverage C shall reduce the separate General Aggregate Limit for that "location" or "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce the separate General Aggregate Limit for any other "location" or "project" shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate General Aggregate Limit.
- B.** Subject to the Combined Total Aggregate Limit shown in the Schedule above, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" or "property damage" caused by occurrences under

Section I – Coverage A and for all medical expenses caused by accidents under Coverage C, which cannot be attributed only to operations at a single "location" or a single "project" shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit; and
 2. Such payments shall not reduce the separate General Aggregate Limit applicable to a single "location" or a single "project".
- C. Subject to the separate General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Schedule above is the most we will pay for the combined sum of amounts described above, regardless of the number of "locations" or "projects".
- D. Any payments we make for "bodily injury" or "property damage" included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit regardless of the number of "locations" or "projects", and not reduce the General Aggregate Limit nor the separate General Aggregate Limit applicable to a single "location" or a single "project".
- E. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project". "Project" shall be deemed to include, collectively, all "locations" and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such "project".
- F. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definitions:
- "Location" means premises involving the same or connecting lots, or premise whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- "Project" means a project (taking place away from premises owned by or rented to you) on which you are performing operations.
- G. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

All Other Terms And Conditions Remain Unchanged.



Authorized Representative

Policy #D02789796

COMMERCIAL PACKAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following: Commercial Package

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSONS OR ORGANIZATIONS WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSONS OR ORGANIZATIONS PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSONS OR ORGANIZATIONS.

Address:

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

**Policy Number
(24)7364-68-28**

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured NETPLANNER SYSTEMS, INC.

Effective Date: 12-31-2024

12:01 A.M., Standard Time

Agent Name ALERA GROUP INC - CISA

Agent No. 23349-199

COMMON POLICY FORMS AND ENDORSEMENTS

99-10-0460	02-97	DIRECT BILL NOTICE TO POLICYHOLDERS
16-10-0254	02-04	ADVISORY NOTICE TO POLICYHOLDERS - OFAC
99-10-0872	06-07	IMPORTANT NOTICE
CA N 002	02-10	NC UM/UIM MOTORIST COVERAGE NOTICE
IL N 159 01 08	01-08	GA UM COVERAGE NOTICE ACKNOWLEDGEMENT
IL N 166	05-10	FL NOTIF OF AVAILABILITY OF UM COVERAGE
IL U 002	05-10	FL UM COVERAGE SELECTION/REJECTION
IL U 049 01 09	01-09	GA UM COVERAGE SELECTION/REJECTION
16-10-0302	10-18	NORTH CAROLINA REINSURANCE FACILITY SURC
16-02-0153	01-06	PREMIUM STATEMENT - VARIOUS STATES
16-10-0232	12-01	IMPORTANT NOTICE UM - FLORIDA
16-02-0214	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16-02-0251 (7)	09-16	SIGNATURE PAGE - GREAT NORTHERN INS. CO.
16-02-0214	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16-02-0208	01-01	SCHEDULE OF FORMS AND ENDORSEMENTS
16-02-0209	01-01	SCHEDULE OF TAXES, SURCHARGES OR FEES
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
IL 00 17	11-98	COMMON POLICY CONDITIONS
16-02-0282	02-04	COMPLIANCE W/APPLIC TRADE SANCTION LAWS
CA U 003	02-10	NC-SELECTION OF HIGHER UM/UIM COV LIMITS
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT

AUTOMOBILE FORMS AND ENDORSEMENTS

16-02-0292	11-16	CHUBB BROAD FORM ENDORSEMENT
16-10-0196	01-01	REDUCING AUTO LOSSES
CA 01 09	10-13	GEORGIA CHANGES
CA 01 28	01-21	FLORIDA CHANGES
IL 02 62	02-24	GEORGIA CHANGES-CANC & NONRENL
16-02-0252	01-01	COVERED AUTO DESIGNATION SYMBOL '10'
CA 21 16	10-13	NC UNINSURED MOTORISTS COVERAGE
CA 21 72	06-17	FL UNINSURED MOTORISTS COV - NON STACKED
CA 31 37	10-13	GA UM COV ADDED ON TO AT-FAULT LIA LIMIT
16-02-0306	05-11	NOTICE OF CANC O/T NON PAY SCHEDULED PER
CA 22 10	01-21	FL PERSONAL INJURY PROTECTION
16-10-0199	10-00	GEORGIA DIRECTIVE NOTICE
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 54	10-13	COVERED AUTO DESIGNATION SYMBOL

Policy #7364-68-28

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

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

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

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

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

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

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

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

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

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

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

POLICY NUMBER: (24)7364-68-28

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NETPLANNER SYSTEMS, INC.

Endorsement Effective Date: 12/31/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

Policy #7364-68-28

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSONS OR ORGANIZATIONS WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSONS OR ORGANIZATIONS PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSONS OR ORGANIZATIONS.

Address:

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

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.

Schedule

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.

For policies or exposure in Missouri:

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.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-31-24** Policy No. **71839591**

Endorsement No.

Insured **NETPLANNER SYSTEMS, INC.**

Premium \$ **Incl.**

Insurance Company **Federal Insurance Company**

Countersigned By _____

WC 00 03 13

(Ed. 4-84)

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 44 (Ed. 6-11)

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM) -
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement effective on 12/31/24 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. (25) 7183-95-91 of the Federal Insurance Company
(NAME OF INSURANCE COMPANY)

Issued to NETPLANNER SYSTEMS, INC.

Authorized Representative

Under Part Six – Conditions of the policy, the following is added:

Notice of Cancellation (Other than Nonpayment of Premium) – Scheduled Person(s) or Organization(s)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

If you are obligated, pursuant to a written contract or agreement, to provide persons or organizations with Notice of cancellation, then we will notify such persons or organizations provided that within 15 days of the date we send Notice of Cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the persons or organizations.

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Schedule Of Underlying Insurance

Effective Date: DECEMBER 31, 2024

Policy Number: 5672-60-47

Insured: NETPLANNER SYSTEMS, INC.

Description	Limits
Employers Liability	
Insurer: FEDERAL INSURANCE COMPANY	
Policy No.: 7183-95-91	Coverage B - Employer's Liability
Policy Period: 12/31/2024	Bodily Injury By Accident
to: 12/31/2025	\$1,000,000 Each Accident
	Bodily Injury By Disease
	\$1,000,000 Policy Limit
	\$1,000,000 Each Employee

Commercial General Liability

Insurer: CHUBB NATIONAL INSURANCE COMPANY	
Policy No.: D02789796	\$1,000,000 Each Occurrence
Policy Period: 12/31/2024	\$4,000,000 General Aggregate
to: 12/31/2025	\$2,000,000 Products/Completed Operations Aggregate
Occurrence	\$1,000,000 Personal and Advertising Injury (aggregate when applicable)

A \$2,000,000 aggregate applies per designated loc. or proj

Automobile Liability

Insurer: GREAT NORTHERN INSURANCE COMPANY	
Policy No.: 7364-68-28	\$1,000,000 Each Accident
Policy Period: 12/31/2024	
to: 12/31/2025	

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Schedule Of Underlying Insurance

Effective Date: DECEMBER 31, 2024

Policy Number: 5672-60-47

Insured: NETPLANNER SYSTEMS, INC.

Description	Limits
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Employee Benefits Liability

Insurer: CHUBB NATIONAL INSURANCE COMPANY

Policy No.:	D02789796	\$1,000,000	<i>Each Claim</i>
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Policy Period: 12/31/2024

to:	12/31/2025	\$2,000,000	<i>Aggregate</i>
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Claims Made

Retroactive Date 12/31/2007

Non-Owned & Hired Auto Liability

Insurer: GREAT NORTHERN INSURANCE COMPANY

Policy No.:	7364-68-28	\$1,000,000	<i>Each Accident</i>
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Policy Period: 12/31/2024

to: 12/31/2025

Occurrence

Authorization

All other terms and conditions remain unchanged.

Authorized Representative

January 03, 2025



CHUBB® Chubb Commercial Excess And Umbrella Insurance

Schedule Of Forms

Policy Period DECEMBER 31, 2024 To DECEMBER 31, 2025
Effective Date DECEMBER 31, 2024
Policy Number 5672-60-47
Insured NETPLANNER SYSTEMS, INC.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued January 03, 2025

Form Number

As of the effective date printed above, this is the Schedule Of Forms applicable to this policy:

PREMIUM BILL	07-10-0542	(10/06)
PREMIUM BILL	07-10-0542I	(10/06)
DIRECT BILL NOTICE	99-10-0460	(02/97)
GEORGIA POLICYHOLDER NOTICE	99-10-0654	(09/00)
IMPORTANT NOTICE TO POLICYHOLDERS-TRIA 2002	99-10-0732	(01/15)
IMPORTANT NOTICE - OFAC	99-10-0792	(09/04)
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872	(06/07)
COMMERCIAL EXCESS AND UMBRELLA DECLARATIONS	07-02-2267	(02/09)
SCHEDULE OF UNDERLYING INSURANCE	07-02-0922	(07/01)
CHUBB COMMERCIAL EXCESS & UMBRELLA INSURANCE	07-02-0815	(07/01)
COMPLIANCE WITH APPLICABLE TRADE SANCTIONS	07-02-1988	(02/04)
COVERAGE-CRISIS ASSISTANCE EXCESS AND UMB	07-02-2440	(12/10)
CONDITIONS GEORGIA - CANCELLATION AND NONRENEWAL	07-02-3006	(02/24)
ADVERTISING INJURY EXCL. - COV. B	07-02-0824	(07/01)
CARE, CONTROL OR CUSTODY - POLICY EXCLUSION	07-02-0837	(07/01)
CLAIMS MADE - COV. A EXCESS FOLLOW-FORM	07-02-0859	(07/01)
PROFESSIONAL SERVICES EXCL	07-02-0864	(07/01)
PERSONAL INJURY EXCLUSION - COV. B	07-02-0884	(07/01)
POLLUTION EXCL. - EXCESS FOLLOW-FORM COV. A	07-02-0885	(07/01)
INTELLECTUAL PROPERTY LAWS OR RIGHTS	07-02-1146	(05/10)
LEAD EXCLUSION	07-02-1153	(07/01)
PERSONAL INJURY DEFINITION - COV. B	07-02-1647	(07/01)
BIOLOGICAL AGENTS EXCL.	07-02-1692	(07/01)
ERS ELECTROMAGNETIC RADIATION	07-02-1939	(09/02)
DEF/UMB COV B-PRIVACY EXCL PRIVACY ELIMINATED	07-02-1943	(10/02)
POL DEF-PERSONAL INJURY-PRIVACY ELIMINATED	07-02-1944	(10/02)
CAP ON CERTIFIED TERRORISM LOSSES	07-02-1961	(01/15)

CHUBB® **Chubb Commercial Excess And Umbrella Insurance**

Endorsement

Policy Period DECEMBER 31, 2024 To DECEMBER 31, 2025
Effective Date DECEMBER 31, 2024
Policy Number 5672-60-47
Insured NETPLANNER SYSTEMS, INC.

Name of Company FEDERAL INSURANCE COMPANY
Date Issued January 03, 2025

Under Conditions, the following condition is added.

Conditions

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s):

Address:

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Authorized Representative

January 03, 2025

A handwritten signature in black ink, appearing to be "P. Williams", written over a horizontal line.

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Schedule Of Underlying Insurance

Effective Date: DECEMBER 31, 2024

Policy Number: 5672-60-47

Insured: NETPLANNER SYSTEMS, INC.

Description	Limits
Employers Liability	
Insurer: FEDERAL INSURANCE COMPANY	
Policy No.: 7183-95-91	Coverage B - Employer's Liability
Policy Period: 12/31/2024	Bodily Injury By Accident
to: 12/31/2025	\$1,000,000 Each Accident
	Bodily Injury By Disease
	\$1,000,000 Policy Limit
	\$1,000,000 Each Employee

Commercial General Liability

Insurer: CHUBB NATIONAL INSURANCE COMPANY	
Policy No.: D02789796	\$1,000,000 Each Occurrence
Policy Period: 12/31/2024	\$4,000,000 General Aggregate
to: 12/31/2025	\$2,000,000 Products/Completed Operations Aggregate
Occurrence	\$1,000,000 Personal and Advertising Injury (aggregate when applicable)

A \$2,000,000 aggregate applies per designated loc. or proj

Automobile Liability

Insurer: GREAT NORTHERN INSURANCE COMPANY	
Policy No.: 7364-68-28	\$1,000,000 Each Accident
Policy Period: 12/31/2024	
to: 12/31/2025	

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Schedule Of Underlying Insurance

Effective Date: DECEMBER 31, 2024

Policy Number: 5672-60-47

Insured: NETPLANNER SYSTEMS, INC.

Description	Limits
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Employee Benefits Liability

Insurer: CHUBB NATIONAL INSURANCE COMPANY

Policy No.:	D02789796	\$1,000,000	<i>Each Claim</i>
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Policy Period: 12/31/2024

to:	12/31/2025	\$2,000,000	<i>Aggregate</i>
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Claims Made

Retroactive Date 12/31/2007

Non-Owned & Hired Auto Liability

Insurer: GREAT NORTHERN INSURANCE COMPANY

Policy No.:	7364-68-28	\$1,000,000	<i>Each Accident</i>
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Policy Period: 12/31/2024

to: 12/31/2025

Occurrence

Authorization

All other terms and conditions remain unchanged.

Authorized Representative

January 03, 2025



CHUBB® Chubb Commercial Excess And Umbrella Insurance

Schedule Of Forms

Policy Period DECEMBER 31, 2024 *To* DECEMBER 31, 2025
Effective Date DECEMBER 31, 2024
Policy Number 5672-60-47
Insured NETPLANNER SYSTEMS, INC.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued January 03, 2025

Form Number

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POL DEF-PERSONAL INJURY-PRIVACY ELIMINATED	07-02-1944	(10/02)
CAP ON CERTIFIED TERRORISM LOSSES	07-02-1961	(01/15)

EXCL. ASBESTOS,SILICA,SIM CMPDS, MIXED DUST	07-02-2194	(04/05)
CONSTRUCTION/DEVELOPMNT/MAINT/RENOVATION,TOTL	07-02-2245	(01/08)
CRISIS ASSISTANCE SERVICE PROVIDERS	07-02-2455	(12/10)
NOTICE OF CANCEL SCHED PERSONS/ORG EXCPT NP	07-02-2472	(03/11)
POLICY EXCLUSION - WAR	07-02-2741	(03/17)
POLICY EXCLUSION – MOLESTATION OR ABUSE – TOTAL	07-02-2861	(06/21)
POLICY EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)	07-02-2897	(10/23)
POLICY EXCLUSION – VIOLATION OF LAWS ADDRESSING DATA PRIVACY	07-02-2978	(04/23)
POLICY EXCLUSION – CYBER INCIDENT	07-02-2998	(11/23)
POLICY EXCLUSION - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW	07-02-2172	(06/23)
COV A EXCL – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFO & ELECTRONIC DATA-RELATED LIABILITY WITH EXCEPTIONS; COV B EXCL – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFO & ELECTRONIC DATA- RELATED LIABILITY	07-02-2853	(04/23)

CHUBB® Chubb Commercial Excess And Umbrella Insurance*Table Of Contents*

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CHUBB® *Chubb Commercial Excess And Umbrella Insurance*

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When Excess Follow-Form Coverage A Applies (Drop Down); Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

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

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

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

Coverage/ Excess Follow-Form Coverage A

Subject to all of the terms and conditions applicable to Excess Follow-Form Coverage A, we will pay, on behalf of the **insured**, that part of **loss** to which this coverage applies, which exceeds the applicable **underlying limits**.

This coverage applies only if the triggering event that must happen during the policy period of the applicable **underlying insurance** happens during the policy period of this insurance.

This coverage will follow the terms and conditions of **underlying insurance** described in the Schedule Of Underlying Insurance, unless a term or condition contained in this coverage:

- differs from any term or condition contained in the applicable **underlying insurance**; or
- is not contained in the applicable **underlying insurance**.

With respect to such exceptions described above, the terms and conditions contained in this coverage will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **underlying insurance**.

This coverage does not apply to any part of **loss** within **underlying limits**, or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

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

Coverages/ Umbrella Coverage B

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured**, **loss** by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

**Coverages/
Umbrella Coverage B**

***Bodily Injury And
Property Damage
Liability Coverage
(continued)***

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

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

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

This coverage does not apply to any part of:

- A. **loss** to which **underlying insurance** would apply, regardless of whether or not:
 - 1. **underlying insurance** is available; and
 - 2. the applicable **underlying limits** have been exhausted;
- B. **loss** to which **underlying limits** apply; or
- C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

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

***Advertising Injury And
Personal Injury
Liability Coverage***

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured, loss** because of liability:

- imposed by law; or
- assumed in an **insured contract**;

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

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

This coverage does not apply to any part of:

- A. **loss** to which **underlying insurance** would apply, regardless of whether or not:
 - 1. **underlying insurance** is available; and
 - 2. the applicable **underlying limits** have been exhausted;
- B. **loss** to which **underlying limits** apply; or
- C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

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

CHUBB® *Chubb Commercial Excess And Umbrella Insurance*

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured**:

- under Excess Follow-Form Coverage A, against a **suit** in connection with **loss** to which such coverage applies, if the applicable **underlying limits** have been exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits); or
- under Umbrella Coverage B, against a **suit** to which such coverage applies, even if such **suit** is false, fraudulent or groundless.

We have no duty to defend any person or organization against any claim or **suit**:

- to which this insurance does not apply; or
- if any other insurer has a duty to defend.

When we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or **suit**. In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any occurrence, offense, claim or **suit**.

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

Supplementary Payments

Subject to all of the terms and conditions of this insurance, under Excess Follow-Form Coverage A or Umbrella Coverage B:

- A. we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:
1. the expenses we incur.
 2. the cost of:
 - a. bail bonds; or
 - b. bonds required to:
 - (1) appeal judgments; or
 - (2) release attachments;
 but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
 3. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
 4. costs taxed against the **insured** in the **suit**, except any:
 - a. attorney fees or litigation expenses; or
 - b. other loss, cost or expense;
 in connection with any injunction or other equitable relief.
 5. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

Supplementary Payments
(continued)

- 6. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.
 - B. Supplementary Payments does not include any fine or other penalty.
 - C. Supplementary Payments will not reduce the Limits Of Insurance.
- Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

Excess Follow-Form Coverage A

With respect to Excess Follow-Form Coverage A, this insurance applies anywhere that the applicable **underlying insurance** applies.

Umbrella Coverage B

With respect to Umbrella Coverage B, this insurance applies anywhere.

Who Is An Insured/ Excess Follow-Form Coverage A

With respect to Excess Follow-Form Coverage A, the following persons and organizations qualify as **insureds**:

- the Named **Insured** shown in the Declarations; and
- other persons or organizations qualifying as an insured in **underlying insurance**, but not beyond the extent of any limitation imposed under any contract or agreement.

Who Is An Insured/ Umbrella Coverage B

With respect to Umbrella Coverage B, the following persons and organizations qualify as **insureds**.

Sole Proprietorships

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

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Partnerships Or Joint Ventures

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

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Who Is An Insured/ Umbrella Coverage B (continued)

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

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

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

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

Real Estate Managers Persons (other than your **employees**) or organizations while acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

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

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

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

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

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

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

**Who Is An Insured/
Umbrella Coverage B**
(continued)

**Subsidiary Or Newly
Acquired Or Formed
Organizations**

If there is no other insurance available, the following organizations will qualify as named **insureds**:

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

**Limitations On Who Is An
Insured**

With respect to Umbrella Coverage B, the following limitations apply to Who Is An Insured.

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any:
 - **bodily injury** or **property damage** that occurred; or
 - **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.
- C. No person or organization is an **insured** with respect to the conduct of any partnership (including any limited liability partnership), joint venture or limited liability company that is not shown as a named **insured** in the Declarations.

Limits Of Insurance

With respect to all coverages under this contract, the Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought;
- persons or organizations making claims or bringing **suits**;
- vehicles involved; or
- coverages provided in this contract.



Chubb Commercial Excess And Umbrella Insurance

Limits Of Insurance

(continued)

The aggregate limits apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months (starting with the beginning of the policy period shown in the Declarations), provided the applicable aggregate limits in **underlying insurance** apply in such manner. If the aggregate limits in **underlying insurance** do not so apply, the applicable aggregate limits of this insurance will apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof.

If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Excess Coverage Other Aggregate Limit

Subject to the Each Occurrence Limit, the Excess Coverage Other Aggregate Limit is the most we will pay for the sum of **loss** under Excess Follow-Form Coverage A, except **loss**:

- included in the products-completed operations hazard;
- arising out of advertising injury or personal injury; or
- otherwise covered by **underlying insurance**, but to which no aggregate limit in such **underlying insurance** applies.

The Excess Coverages Other Aggregate Limit will apply separately to **loss** in the same manner as each aggregate limit so applies in each coverage or policy described in the Schedule Of Underlying Insurance.

Umbrella Coverages Aggregate Limit

Subject to the Each Occurrence Limit, the Umbrella Coverages Aggregate Limit is the most we will pay for the sum of **loss** under Umbrella Coverages, except **loss**:

- included in the **products-completed operations hazard**; or
- arising out of **advertising injury** or **personal injury**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of **loss** included in the products-completed operations hazard, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of **loss** for advertising injury and personal injury, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of **loss** arising out of any one occurrence, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

Any amount paid for **loss** will reduce the amount of the applicable aggregate limit available for any other payment.

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

When Excess Follow-Form Coverage A Applies (Drop Down)

Subject to all of the terms and conditions of this insurance, with respect to Excess Follow-Form Coverage A, if the applicable **underlying limits** are:

- reduced by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), Excess Follow-Form Coverage A will drop down to apply in excess of the remaining amount of the applicable **underlying limits**; or
- exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), Excess Follow-Form Coverage A will apply in the same manner as the applicable **underlying insurance** would have applied but for such exhaustion.

Exclusions/ Excess Follow-Form Coverage A

With respect to Excess Follow-Form Coverage A, the following exclusions apply.

Pollution

- A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**, other than as described in paragraph C. below.
- B. Paragraph A. above does not apply to:
1. bodily injury or property damage included in the products-completed operations hazard;
 2. bodily injury or property damage:
 - a. caused by the escape of operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts;
 - b. if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - c. resulting from your other ongoing contracting operations;
 3. bodily injury if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building;
 4. bodily injury or property damage caused by heat, smoke or fumes from a **hostile fire**; or
 5. bodily injury or property damage resulting from the ownership, maintenance or use of an auto.
- C. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible.
 2. at or from any premises, site or location:
 - a. 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; or

CHUBB® Chubb Commercial Excess And Umbrella Insurance

**Exclusions/
Excess Follow-Form
Coverage A**

*Pollution
(continued)*

- b. on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is 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**.

D. This insurance does not apply to any loss, cost or expense arising out of any:

1. request, demand, order, or regulatory or statutory requirement that any **insured** or others 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 proceeding by or on behalf of any governmental authority or others 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**.

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

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

*Obligations Of Underlying
Insurance*

This insurance does not apply to any liability or loss, cost or expense for which the liability or obligation under **underlying insurance** is by law unlimited.

*Underlying Insurance
Exclusions*

Notwithstanding anything to the contrary set forth in any other provision of this contract, this insurance does not apply to any liability or loss, cost or expense to which the terms and conditions of **underlying insurance** do not apply.

**Exclusions/
Umbrella Coverage B
Bodily Injury/
Property Damage**

With respect to Umbrella Coverage B, Bodily Injury And Property Damage Liability Coverage, the following exclusions apply.

*Aircraft: Owned Or Rented
Without Crew*

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any aircraft owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to an aircraft that is:

- loaned or rented to you with a paid, trained crew; and
- not owned, in whole or in part, by any **insured**.

**Exclusions/
Umbrella Coverage B
Bodily Injury/
Property Damage**
(continued)

Autos: U.S.A., Canada Or Puerto Rico This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any **auto** owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to **bodily injury** or **property damage** caused by an **occurrence** that takes place outside of the United States of America (including its possessions or territories), Canada and Puerto Rico.

Damage To Impaired Property Or Property Not Physically Injured This insurance does not apply to **property damage** to:

- **impaired property**; or
- property that has not been physically injured;

arising out of any:

- defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

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

Damage To Insureds Property This insurance does not apply to **property damage** to any property:

- owned by you; or
- of any **insured**, that is in the care, control or custody of any other **insured**.

Damage To Your Product This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

Damage To Your Work Or Related Property This insurance does not apply to **property damage** to:

- **your work** arising out of it or any part of it;
- that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the **property damage** arises out of those operations; or
- that particular part of any property that must be restored, repaired or replaced because your **work** was incorrectly performed on it.

CHUBB® Chubb Commercial Excess And Umbrella Insurance

**Exclusions/
Umbrella Coverage B
Bodily Injury/
Property Damage
(continued)**

**Expected Or Intended
Injury**

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

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

Loss In Progress

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any **bodily injury** or **property damage** known by you, prior to the beginning of the policy period, to have occurred.

Bodily injury or **property damage** will be deemed to be known by you:

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

Watercraft: Owned

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any watercraft owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to a watercraft:

- while ashore on premises owned by or rented to you; or
- that is not owned, in whole or in part, by any **insured**.

**Exclusions/
Umbrella Coverage B
Advertising Injury/
Personal Injury**

With respect to Umbrella Coverage B, Advertising Injury And Personal Injury Liability Coverage, the following exclusions apply.

Breach Of Contract

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

Continuing Offenses

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
 1. is issued to you by us or by an affiliate of ours;
 2. remains in force while the offense continues; and
 3. would otherwise apply to **advertising injury** and **personal injury**.

Crime Or Fraud

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

**Expected Or Intended
Injury**

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

**Failure To Conform To
Representations Or
Warranties**

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

Internet Activities

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

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

Prior Offenses

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

CHUBB® Chubb Commercial Excess And Umbrella Insurance

**Exclusions/
Umbrella Coverage B
Advertising Injury/
Personal Injury
(continued)**

**Publications With
Knowledge Of Falsity**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such material to be false.

**Wrong Description Of
Prices**

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

**Exclusions/
Umbrella Coverage B
Bodily Injury/
Property Damage/
Advertising Injury/
Personal Injury**

With respect to Umbrella Coverage B, Bodily Injury And Property Damage Liability Coverage and Advertising Injury And Personal Injury Liability Coverage, the following exclusions apply.

**Employee Or Worker
Injury**

- A. This insurance does not apply to **bodily injury, property damage, advertising injury** or **personal injury** sustained by an **employee** or **temporary worker** of the **insured** arising out of and in the course of:
1. employment by the **insured**; or
 2. performing duties related to the conduct of the **insured**'s business.
- B. This insurance does not apply to **bodily injury, property damage, personal injury** or **advertising injury** sustained by the brother, child, parent, sister or spouse of such injured person, as a consequence of any injury or damage described in paragraph A. above.

This exclusion applies:

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

**Enhancement,
Maintenance Or Prevention
Expenses**

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

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
1. person or organization; or
 2. property you own, rent or occupy.

**Exclusions/
Umbrella Coverage B
Bodily Injury/
Property Damage/
Advertising Injury/
Personal Injury**
(continued)

Intellectual Property Laws Or Rights This insurance does not apply to any actual or alleged **bodily injury, property damage, advertising injury or personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

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

Pollution

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory requirement that any **insured** or others 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 proceeding by or on behalf of a governmental authority or others 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**.

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

Recall Of Products, Work Or Impaired Property

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

- **your product**;
- **your work**; or
- **impaired property**;

CHUBB® Chubb Commercial Excess And Umbrella Insurance

**Exclusions/
Umbrella Coverage B
Bodily Injury/
Property Damage/
Advertising Injury/
Personal Injury**

Recall Of Products, Work Or Impaired Property (continued) 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.

Policy Exclusions With respect to all coverages under this contract, the following exclusions apply.

Asbestos

A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.

B. This insurance does not apply to any loss, cost or expense arising out of any:

1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
2. claim or proceeding by or on behalf of a governmental authority or others 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 **asbestos**.

Coverages/ Laws, Various This insurance does not apply to any liability or loss, cost or expense or obligation of any **insured** under any:

- medical expenses or payments coverage;
- no-fault law;
- personal injury protection coverage;
- underinsured or uninsured financial responsibility law;
- workers' compensation, disability benefits or unemployment compensation law; or
- similar coverage or law.

Employee Retirement Income Security Laws This insurance does not apply to any liability or loss, cost or expense or obligation of any **insured** under the United States of America Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 or any similar law, as now constituted or hereafter amended.

Employment-Related Practices

A. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

1. arrest, detention or imprisonment;

Policy Exclusions

Employment-Related Practices
(continued)

2. breach of any express or implied covenant;
 3. coercion, criticism, humiliation, prosecution or retaliation;
 4. defamation or disparagement;
 5. demotion, discipline, evaluation or reassignment;
 6. discrimination, harassment or segregation;
 7.
 - a. eviction; or
 - b. invasion or other violation of any right of occupancy;
 8. failure or refusal to advance, compensate, employ or promote;
 9. invasion or other violation of any right of privacy or publicity;
 10. termination of employment; or
 11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

Nuclear Energy

- A. This insurance does not apply to any liability or loss, cost or expense:
1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
 2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. This insurance does not apply to any liability or loss, cost or expense arising out of the **nuclear hazardous properties of nuclear material**:
1. if the **nuclear material**:
 - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Policy Exclusions

Nuclear Energy (continued)

- b. has been discharged or dispersed therefrom; or is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
- 2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

Conditions

With respect to all coverages under this contract, the following conditions apply.

Appeals

We may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.

If we initiate or participate in an appeal, we will pay our costs of the appeal. But in no case will the amount we pay for **loss** exceed the Limits Of Insurance.

Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

Bankruptcy

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

Cancellation

The first named **insured** may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named **insured** a notice sixty (60) days, or twenty (20) days in the event of non-payment of premium, in advance of the cancellation date. Our notice of cancellation will be mailed to the first named **insured's** last known address and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

Changes

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved **insured** have fully complied with all of the terms and conditions of the policy.

Conditions

(continued)

Conformance

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

Disclosures And Representations

We have issued this insurance:

- Based upon representations you made to us; and
- in reliance upon your representatives.

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

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

- A. You must see to it that we and any insurers of **underlying insurance** are notified as soon as practicable of any occurrence or offense that may result in a claim, if the claim may involve us or other insurers. To the extent possible, notice should include:
1. how, when and where the occurrence or offense happened;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury or damage arising out of the occurrence or offense.
- Notice of an occurrence or offense is not notice of a claim.
- B. If a claim is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the claim or **suit** and the date received;
 2. notify us and any other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, 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 and any other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defense against the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense without our consent.
- E. Notice given by or on behalf of:
1. the **insured**;

CHUBB® *Chubb Commercial Excess And Umbrella Insurance*

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

2. the injured person; or
 3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of an occurrence or offense by an agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer (whether or not an employee) of any **insured** or an officer's designee knows about such occurrence or offense.
 - G. Failure of an agent or employee of the **insured**, other than an officer (whether or not an employee) of any **insured** or an officer's designee, to notify us of an occurrence or offense which such person knows about will not affect the insurance afforded to you.
 - H. If a claim or loss does not reasonably appear to involve either this insurance or any **underlying insurance**, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

First Named Insured

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named **insured** will act on behalf of all other named **insureds** for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

Inspections And Surveys

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations for us.

Joint Duties In Non-Admitted Jurisdictions

With respect to an occurrence, offense, claim or **suit**, to which this insurance applies, that arises in a **non-admitted jurisdiction**:

- A. we have no duty to defend any person or organization against any claim or **suit**; but we may, at our discretion, assume control of or participate in any investigation, defense, settlement or recovery proceedings.
- B. you and any other **insured** must:

Conditions

Joint Duties In Non-Admitted Jurisdictions
(continued)

1. make such investigation, defense or settlement as we deem reasonable;
 2. obtain our approval for any payment; and
 3. effect approved payments to others, in accordance with the terms and conditions of this insurance.
- C. we will reimburse funds to the **insured** for payments approved by us for:
1. **loss**; and
 2. expenses and other payments; to which this insurance applies.
- D. we will make those reimbursements:
1. in a jurisdiction that is mutually acceptable; and
 2. until we have used up the applicable Limits Of Insurance.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance 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** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Maintenance Of Underlying Insurance And Underlying Limits

We have issued this insurance in reliance upon representations made by you about **underlying insurance** and **underlying limits**. You must see to it that:

- **underlying insurance** is and remains valid and in full force and effect.
- **underlying insurance** will not be cancelled, non-renewed or rescinded without replacement by coverage to which we agree.
- the terms and conditions of **underlying insurance** will not materially change, unless we agree otherwise.
- the terms and conditions of renewals or replacements of **underlying insurance**, shown in the Schedule Of Underlying Insurance, will be materially the same as the prior coverage, unless we agree otherwise.
- the **underlying limits** are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any insurer or any other person or organization.
- the **underlying limits**, shown in the Schedule Of Underlying Insurance, will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits).

CHUBB® *Chubb Commercial Excess And Umbrella Insurance*

Conditions

Maintenance Of Underlying Insurance And Underlying Limits
(continued)

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any **underlying insurance** is no longer valid or in full force or effect.

Other Insurance

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

This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.

We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.

We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total:

- amount that all **other insurance** would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all **other insurance**.

This insurance is not subject to the terms or conditions of any **other insurance**.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, 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.

Conditions

***Transfer Or Waiver Of
Rights Of Recovery
Against Others
(continued)***

Any amount recovered will be apportioned as follows:

- first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have incurred, including costs or expenses of such recovery proceedings.
- Then, you are entitled to claim for any further amount recovered.

When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first named **insured** stated in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

CHUBB® **Chubb Commercial Excess And Umbrella Insurance**

Definitions/ Umbrella Coverage B

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

Advertisement

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

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

Advertising Injury

Advertising injury means injury, other than **bodily injury, property damage or personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

Auto

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

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Employee

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

Impaired Property

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

- it incorporates **your product or your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions 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 or conditions of the contract or agreement.

**Definitions/
Umbrella Coverage B**
(continued)

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

Insured Contract

Insured contract means an oral or written contract or agreement pertaining to your business, in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization, provided the injury or damage occurs, or is caused by an offense that is first committed, after the execution of such contract or agreement.

Intellectual Property Law Or Right

Intellectual property law or right means any:

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

Leased Worker

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

Loading Or Unloading

Loading or unloading:

- A. means the handling of property:
 1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
 2. while it is in or on an aircraft, **auto** or watercraft; or
 3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

Occurrence

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

Officer

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

CHUBB® Chubb Commercial Excess And Umbrella Insurance

**Definitions/
Umbrella Coverage B
(continued)**

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

Personal Injury

Personal injury means injury, other than **bodily injury, property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
 - 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
 - 2. violates a person's right of privacy;
- E. discrimination, harrasment or segregation based on a person's protected human characteristics as established by law.

*Products-Completed
Operations Hazard*

Products-completed operations hazard:

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you 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.

Your work will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a 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 results from a condition in or on a vehicle not owned or operated by or loaned or rented to 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

**Definitions/
Umbrella Coverage B**

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

Products-Completed Operations Hazard (continued)

3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limits Of Insurance.

Property Damage

Property damage means:

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

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

Temporary Worker

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

Your Product

Your product:

- A. means any:
 1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose assets or business you have acquired; and
 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B. includes:
 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
 2. the providing of or failure to provide instructions or warnings.
- C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Your Work

Your work:

- A. means any:
 1. work or operations performed by:
 - a. you or on your behalf; or
 - b. a person or organization whose assets or business you have acquired; and

CHUBB® Chubb Commercial Excess And Umbrella Insurance

**Definitions/
Umbrella Coverage B**

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

*Your Work
(continued)*

- 2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
 - 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
 - 2. the providing of or failure to provide instructions or warnings.

Policy Definitions

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

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Asbestos

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

Hostile Fire

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

Insured

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured sections of this contract.

Loss

- Loss:**
- means damages that the **insured** becomes legally obligated to pay because of injury or damage.
 - does not include sums properly deducted for recoveries or salvage.

Non-Admitted Jurisdiction

- Non-admitted jurisdiction** means any jurisdiction where we are:
- not licensed or permitted by law to issue insurance; or
 - prevented by law or otherwise from investigating, defending or settling an occurrence, offense, claim or **suit**.

Policy Definitions

(continued)

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

Nuclear Facility

Nuclear facility means any:

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

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Hazardous Properties

Nuclear hazardous properties include radioactive, toxic or explosive properties.

Nuclear Material

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

Nuclear Property Damage

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

Nuclear Reactor

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

Nuclear Spent Fuel

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

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Policy Definitions
(continued)

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

Nuclear Waste

Nuclear waste means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

Other Insurance

Other insurance means any insurance affording coverage that this insurance would also afford. **Other insurance** includes any type of self-insurance or other mechanism arranged for funding of **loss**.

Other insurance does not include **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance.

Pollutants

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

Suit

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

Underlying Insurance

Underlying insurance means the coverages for the hazards described in the Schedule Of Underlying Insurance and the next renewal or replacement insurance thereof.

Underlying Limits

Underlying limits means the sum of amounts:

- A. shown for the hazards described in the Schedule Of Underlying Insurance, consisting of amounts:
 1. available under applicable **underlying insurance**; and
 2. any **insured** must pay because **underlying insurance**, as represented by you, is not available, regardless of the reason;
- B. available under any applicable antecedent, renewal or replacement of **underlying insurance**;
- C. of any allocation, deductible, participation, retention or other self-insurance applicable to the insurance described in paragraphs A. and B. above; and
- D. any reinstatement of limits or supplemental or other limits available under the insurance described in paragraphs A. and B. above.

Policy Definitions

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

Underlying Limits
(continued)

If amounts available under the applicable **underlying insurance**, described in the Schedule Of Underlying Insurance, are greater or less than the amount, shown in such Schedule, then the greater of such amounts shall apply in the computation of **underlying limits**.

CHUBB® *Chubb Commercial Excess And Umbrella Insurance*

Endorsement

Policy Period DECEMBER 31, 2024 To DECEMBER 31, 2025
Effective Date DECEMBER 31, 2024
Policy Number 5672-60-47
Insured NETPLANNER SYSTEMS, INC.

Name of Company FEDERAL INSURANCE COMPANY
Date Issued January 03, 2025

Under Conditions, the following condition is added.

Conditions

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s):

Address:

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Authorized Representative

January 03, 2025

A handwritten signature in black ink, appearing to be "P. Williams", written over a horizontal line.

DECLARATIONS

These Declarations, along with the completed and signed **application**, and the Policy with endorsements, shall constitute the contract between **you** and **us**.

Policy Number: PF01758A24

Item 1. Named Insured: NetPlanner Systems, Inc.

Address: 3145 Northwoods Parkway, Suite 800
Peachtree Corners, GA 30071

Item 2. Policy Period:
From: 12/31/2024
To: 12/31/2025

Both dates at 12:01 a.m. Local Standard Time at the Address stated in Item 1.

Item 3. (a) Limit of Liability:

INSURING CLAUSE	PURCHASED (Y/N)	APPLICABLE EACH CLAIM LIMIT
1. DESIGN/ENGINEERING/CONSTRUCTION PROFESSIONAL LIABILITY	Y	\$2,000,000
2. TECHNOLOGY-BASED SERVICES & PRODUCTS	Y	\$2,000,000
3. RECTIFICATION COSTS	Y	\$2,000,000
4. POLLUTION LIABILITY	Y	\$2,000,000
5. MOLD LIABILITY	Y	\$2,000,000
6. CYBER, PRIVACY & COMPUTER NETWORK SECURITY	N	-
7. MEDIA & ADVERTISING LIABILITY	Y	\$2,000,000

(b) Applicable Sub-Limits: None unless attached by endorsement

(c) Overall Policy Aggregate Limit of Liability: \$2,000,000

- Item 4. Each Claim Deductible: \$50,000

- Item 5. Premium:

- Item 6. Retroactive Date: See Retro Endorsement

- Item 7. Optional Extended Reporting Period:
 - (a) Additional Premium Percentage: i) 100% ii) 175% iii) 225%
 - (b) Duration: i) 12 months ii) 24 months iii) 36 months

- Item 8. Notice of Claim or Circumstance to: newclaimreporting@trans11claims.com
Or by mail to:
TransEleven Claims Managers, Inc.
700 Central Expressway South, Suite 200
Allen, TX 75013

- Item 9. Service of Suit: Lloyd's America Inc, Attention: Legal Dept
280 Park Avenue, East Tower, 25th Floor,
New York, NY 10017

- Item 10. Choice of Law: New York

- Item 11. Endorsements effective at inception: As attached

PREAMBLE

This Policy is a contract of insurance between **you** and **us**. Please read the entire Policy carefully to determine **your** rights, duties, and what is covered/not covered. The Policy must be read together with the Declarations page and any Endorsements.

This coverage is provided on a Claims Made and Reported basis. Except as otherwise provided, this coverage applies only to **claims** first made against **you** during the **policy period** and reported in writing to **us** pursuant to the terms of this Policy. Please review the coverage afforded under this Policy carefully and discuss with **your** insurance agent or broker if necessary.

Terms in bold, lower case print are defined terms and have a special meaning as set forth in Section XI. DEFINITIONS. Words stated in the singular will include the plural and vice versa.

In consideration of payment of the premium due, and in reliance upon the information that **you** have provided to **us** prior to the commencement of this Policy, **we** agree to provide the cover as set out below.

I. INSURING CLAUSES - WHAT WE COVER

It is condition precedent to **our** obligations to **you** that:

1. any **claim** must first be made against **you** during the **policy period** or any applicable **extended reporting period**;
2. any **claim** or **rectification event** be reported to **us** in writing as soon as practicable during the **policy period**, but in no event later than sixty days (60) after the expiration of the **policy period**, or during any applicable **extended reporting period**;
3. the acts, errors or omissions, including any series of related acts errors or omissions, that give rise to the **claim** or **rectification event** occur wholly on or after the Retroactive Date;
4. prior to the inception of this Policy, **you** had no knowledge of any facts or **circumstances** that give rise to any **claim** or **rectification event**.

PROFESSIONAL LIABILITY

We agree to pay those sums which **you** become legally obligated to pay as **damages** and **claims expenses** for any **claim** arising out of any:

INSURING CLAUSE 1: DESIGN/ENGINEERING/CONSTRUCTION PROFESSIONAL LIABILITY

negligent act, error, omission or **pollution condition** in rendering or failing to render **professional services** by **you** or by any person, including an independent contractor, for whose negligent act, error or omission **you** are legally responsible.

INSURING CLAUSE 2: TECHNOLOGY-BASED SERVICES & PRODUCTS

- A. negligent act, error or omission, or any unintentional breach of contract, in rendering or failing to render **technology-based services** by **you** or by any person, including an independent contractor, for whose negligent act, error or omission or unintentional breach of contract **you** are legally responsible.
- B. negligent act, error or omission, or any unintentional breach of contract by **you** that results in the failure of **technology products** to perform their function or serve the purpose intended.

RECTIFICATION COVER

We agree to pay rectification costs reasonably and necessarily incurred by **you** with **our** prior written consent for a **rectification event** provided that:

INSURING CLAUSE 3: RECTIFICATION COSTS

- A. prior to incurring any rectification cost, **you** can demonstrate to **us** the likelihood of a **claim** being made against **you** in the absence of such efforts;
- B. the proposed rectification costs are less than the expected **damages** from the anticipated **claim**; and
- C. the proposed rectification costs do not include any provision for salaries or other remuneration of **your** employees, any provision for **your** loss of profit or any provision for **your** normal operating expenses.

POLLUTION & MOLD LIABILITY

We agree to pay those sums which **you** become legally obligated to pay as **damages** and **claims expenses** resulting from any **claim**:

INSURING CLAUSE 4: POLLUTION LIABILITY

for any **pollution condition**:

- A. arising out of the performance of or failing to perform **contracting services** by **you** or by any person, including an independent contractor, for whom **you** are legally responsible.
- B. wholly occurring during and resulting solely from **transportation**. This Insuring Clause shall not be utilized to evidence **your** financial responsibility under any federal, state, provincial or local law.
- C. originating from a **non-owned disposal site** and that is on, at, under or migrates from such **non-owned disposal site**; provided that the **pollution condition** arises from waste or materials generated by the performance of **contracting services**.

INSURING CLAUSE 5: MOLD LIABILITY

for any **mold condition** arising out of the **completed operations hazard**.

CYBER LIABILITY

We agree to pay those sums which **you** become legally obligated to pay as **damages** and **claims expenses** resulting from any **claim**:

INSURING CLAUSE 6: CYBER, PRIVACY & COMPUTER NETWORK SECURITY

arising out of any negligent act, error or omission resulting in a **first party privacy breach, third party privacy breach** or **network security event**. In order for coverage to be triggered **you** must, at the time of such acts, errors or omissions, have in place a **privacy policy** that addresses the subsections contained with the definition of **privacy breach** or **network security event**.

MEDIA & ADVERTISING LIABILITY

We agree to pay **damages** and **claims expenses** resulting from any **claim**:

INSURING CLAUSE 7: MEDIA & ADVERTISING LIABILITY

for liability imposed by law or **assumed under contract** arising out of:

- a. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
- b. invasion of or interference with the right to privacy or of publicity;
- c. misappropriation of any name or likeness for commercial advantage;
- d. false arrest, detention or imprisonment or malicious prosecution;
- e. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
- f. plagiarism, piracy or misappropriation of ideas under implied contract;
- g. infringement of copyright;
- h. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark;

- i. negligence regarding the content of any media communication, including harm caused through any reliance or failure to rely upon such content; or
- j. misappropriation of trade secret;

in the course of **your** performance of **professional services, media activities or technology-based services**.

Provided, however, this Policy shall not apply to any **claim** for, or arising out of the disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person prior to the date he or she became an employee, officer, director, principal or partner of **yours**.

II. SUPPLEMENTARY PAYMENTS

Payments made under this Section are not subject to the Each Claim Deductible and are payable by **us** in addition to the Limits of Liability (see Declarations and Section III. HOW MUCH WE WILL PAY):

A. Court/Mediation Attendance Reimbursement

Upon **our** request, **you** shall attend mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of a **claim**. After the first 3 days' attendance required for each **claim**, **we** shall reimburse **you**, upon written request, for actual loss of earnings and reasonable expenses due to such attendance up to \$500 for each day, subject to a maximum amount of \$10,000 for each **claim**.

B. Regulatory / Administrative Actions Reimbursement

Upon **your** written request **we** will reimburse **you** for legal fees and expenses up to \$30,000 in the aggregate for the **policy period** that **you** incur, with our prior written consent, in responding to a regulatory or administrative action brought directly against **you** during the **policy period** by a government agency under the Americans with Disabilities Act of 1990 (ADA), the Fair Housing Act (FHA) or the Occupational Safety and Health Act (OSHA) or any similar law or legislation of any state, provided that the regulatory or administrative action:

- i. arises out of **your** rendering of or failure to render **professional services**; and
- ii. is reported to **us** during the **policy period**.

We have no duty to defend **you** against any regulatory or administrative action or to pay any fine, penalty or award resulting from any regulatory or administrative action. After **we** have paid \$30,000 under this Section II.B., **we** shall not be obligated to pay any further legal fees and expenses.

C. Disciplinary Proceedings Reimbursement

Upon **your** written request **we** will reimburse **you**, upon written request, for legal fees and expenses up to \$10,000 in the aggregate for the **policy period**, incurred by **you** with **our** prior written consent, in responding to a disciplinary proceeding brought directly against **you** during the **policy period** provided that the disciplinary proceeding:

- i. arises out of **your** rendering of or failure to render **professional services**; and

- ii. is reported to the **us** during the **policy period**.

We have no duty to defend **you** against any disciplinary proceeding or to pay any fine, penalty or award resulting from any disciplinary proceeding. After **we** have paid \$10,000 under this Section II.C., **we** will not be obligated to pay any further legal fees and expenses.

D. Reputation Management Reimbursement

We will reimburse **you** up to \$15,000 in in the aggregate for the **policy period**, for costs for reputational management consulting services provided by a public relations firm which are incurred, by **you**, in connection with a **claim** covered under this Policy which **you** reasonably believe will have a material adverse effect upon **your** reputation.

After **we** have paid \$15,000 under this Section II.D., **we** shall not be obligated to pay any further Reputational Management Expenses.

III. HOW MUCH WE WILL PAY

- A. The Limit of Liability stated in Item 3.(a) of the Declarations for Each Claim is the limit of what **we** will pay for all **damages** and **claims expenses** arising out of any single **claim**, or for rectification costs due to a **rectification event**, subject to any applicable sub-limits stated in Item 3.(b) of the Declarations. If more than one Insuring Clause is triggered by a single **claim**, only one Each Claim limit will apply and this will be the highest of the Each Claim limits available.
- B. The Overall Policy Aggregate Limit of Liability stated in Item 3.(c) of the Declarations is **our** combined total Limit of Liability for all **claims** and **rectification events** which are covered under the terms and conditions of this Policy, subject to any applicable sub-limits stated in Item 3.(c) of the Declarations.
- C. When **we** defend a **claim**, **we** will pay **claims expenses** incurred with **our** prior written consent. The Limit of Liability available to pay **damages** shall be reduced by, and may be completely exhausted by, payment of **claims expenses**. **Damages** and **claims expenses** shall be applied against the Each Claim Deductible.
- D. Neither the inclusion of more than one Insured under this Policy, nor the making of **claims** by more than one person or entity shall increase the Limit of Liability.
- E. **Our** maximum aggregate Limit of Liability with respect to all **claims** brought by, or on behalf of, or in the name of, or involving the same claimant on a single project or related projects, shall not exceed the Each Claim Limit of Liability stated in Item 3.(a) of the Declarations.

IV. YOUR DEDUCTIBLE

- A. The Each Claim Deductible stated in Item 4. of the Declarations applies separately to each **claim** or **rectification event**. It is **your** obligation to satisfy the Each Claim Deductible by payment of **damages**, **claims expenses** or both. **Your** payment of the Each Claim Deductible is a condition precedent to **our** obligations to pay covered **damages** and **claims expenses**, and **we** shall be liable only for amounts in excess of said Deductible.

- B. If **you** are covered for **damages** and/or **claims expenses** under any other Policy of insurance, **your** payment of any Deductible under those Policies will not satisfy **your** obligation to pay the Each Claim Deductible under this Policy.
- C. If, upon **our** request, **you** agree to use mediation to resolve a **claim** prior to the commencement of litigation, and the **claim** is resolved as a result of the mediation, then **your** Deductible obligation shall be reduced by fifty percent (50%) to a maximum reduction of \$25,000.

V. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM/CIRCUMSTANCE

- A. If any **claim** is made against **you**, **you** shall forward as soon as practicable through the persons named in Item 8. of the Declarations, written notice of the **claim** to **us** by email or letter which should include any related documents **you** have received. This must be received by **us** no later than sixty calendar days (60) after the expiration of the **policy period**, or by the end of the **extended reported period** if purchased.
- B. **You** shall not take any action which in any way increases **our** exposure under the Policy. **You** shall not, without **our** prior written consent:
 - 1. admit liability;
 - 2. make any payment;
 - 3. assume any obligations;
 - 4. incur any expense;
 - 5. enter into any settlement;
 - 6. stipulate to any judgement or award; or
 - 7. dispose of any **claim**.
- C. A **claim** shall be considered as reported to **us** when written notice is first received by **us**.
- D. If, during the **policy period**, **you** become aware of any **circumstance**, **you** should report the following in writing to the persons named in Item 8. of the Declarations:
 - 1. the specific details of the act, error or omission, **pollution condition** or **mold condition** that gave rise to the **circumstance**;
 - 2. the injury or damage which may result or has resulted from the **circumstance**; and
 - 3. the facts by which **you** first became aware of the **circumstance**.

Any subsequent **claim** made against **you** arising out of such **circumstance** will be deemed to have been made at the time written notice complying with the above requirements was first received by **us**.

VI. YOUR ASSISTANCE, COOPERATION & REPRESENTATIONS

- A. **You** shall cooperate with **us** in all investigations, including investigations regarding the **application** for and coverage under this Policy.
- B. Upon **our** request, **you** shall render all assistance as is requested by **us**, including:
1. executing all papers;
 2. assisting in making settlements;
 3. assisting in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **you** because of acts, errors, omissions, **pollution conditions**, **mold conditions** or **media activities** with respect to which insurance is afforded under this Policy; and
 4. attending hearings and trials and assisting in securing and giving evidence and obtaining the attendance of witnesses.
- C. If **you** shall make any **claim** under this Policy knowing such **claim** to be false or fraudulent, with regards to the amount or otherwise, this Policy shall become null and void, and all coverage hereunder shall be forfeited.
- D. By acceptance of this Policy, **you** agree that the statements contained in any **application** submitted therewith are **your** agreements and representations, that they shall be deemed material to the risk assumed by **us**, and that this Policy is issued in reliance upon the truth thereof. The misrepresentation or non-disclosure of any matter by **you** or **your** agent in any **application** submitted to **us** will render the Policy null and void and relieve **us** from all liability under the Policy. The **application** is deemed incorporated into and made a part of this Policy.

VII. OUR OBLIGATIONS IN THE EVENT OF A CLAIM/CIRCUMSTANCE

- A. **We** shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions of this Policy:
1. any **claim** against **you** seeking **damages** which are payable under the terms of this Policy, even if any of the allegations of the **claim** are groundless, false or fraudulent; or
 2. any **claim** in the form of a civil suit against **you** that seeks injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction) for one or more of the acts listed in Insuring Clause 7.a.

- B. **We** shall have the right to make any investigation **we** deem necessary, including, without limitation, any investigation with respect to the **application** and statements made in the **application** and with respect to coverage.

However, notwithstanding the above, **your** rights under this Policy shall not be prejudiced by any refusal to disclose the identity of any confidential source of information, or to produce any documentation or information obtained in the course of **media activities** in respect of which **you** have asserted a claim of reporter's privilege or any other privilege regarding the protection of news-gathering activities.

- C. **We** have the right, at **our** discretion, to negotiate and settle any **claim** but will not enter into a settlement without **your** written consent. If **you** shall refuse to consent to any settlement or compromise **we** recommend which is acceptable to the claimant and **you** elect to contest the **claim**, **our** liability for any **damages** and **claims expenses** shall not exceed:

1. the amount for which the **claim** could have been settled, less the remaining Each Claim Deductible, plus the **claims expenses** incurred up to the time of such refusal; and
2. 30% of any **damages** and **claims expenses** incurred after the date such settlement or compromise was recommended to **you**, with the remaining 70% of such **damages** and **claims expenses** to be borne by **you** at **your** own risk and uninsured; or
3. the applicable Limit of Liability, whichever is less.

At that point **we** shall have the right to withdraw from the further defense thereof by tendering control of said defense to **you**. The portion of any proposed settlement or compromise that requires **you** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity, or is attributable to future royalties or other amounts that are not **damages**, shall not be considered in determining the amount for which a **claim** could have been settled.

- D. It is further provided that **we** shall not be obligated to pay any **damages** or **claims expenses**, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted, or after deposit of the applicable Limit of Liability in a court of competent jurisdiction.
- E. In the event **we** make any payment under this Policy, **we** shall be subrogated to all of **your** rights of recovery therefore against any person, organization or other third party, and **you** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** will do nothing to prejudice such subrogation rights.

Any amount recovered upon the exercise of such rights of subrogation shall be applied as follows: first, to the repayment of expenses incurred toward subrogation; second, to **damages** and/or **claims expenses** paid by **us**; and third, to the Deductible. Any additional amounts recovered shall be paid to **you**.

We agree to waive **our** rights of recovery against any client of **yours** for a **claim** which is covered pursuant to this Policy if **you** had, prior to such **claim**, a written agreement in place to waive such rights.

- F. This Insurance shall apply in excess of and shall not contribute with:
1. any other insurance or indemnification available to **you**, whether such insurance or indemnification is collectible or uncollectible, whether such insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, including, but not limited to, any project specific professional liability, contractors pollution liability and/or products and completed operations liability insurance; and
 2. any self-insured retention or deductible portion thereof;

unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

VIII. CANCELLATION

- A. **You** may cancel this Policy with thirty days' (30) notice by:
1. surrendering a copy of the Policy to **us**; or
 2. delivering to **us** written notice stating **your** desire to cancel the Policy and providing a date for cancellation.
- B. **We** may cancel this Policy by delivering to **you** at the address shown in the Declarations, written notice stating **our** intention to cancel the policy with the reasons for cancellation.

This written notice must be delivered to **you** not less than thirty days (30) prior to the proposed cancellation date. The effective date of cancellation stated in the notice shall become the end of the **policy period**.

If **you** fail to pay a premium when due, then upon ten days' notice to **you**, the Policy is cancelled at inception and no coverage will be provided by **us**.

- C. If this Policy is cancelled by **you**, **we** shall retain the pro rata portion of the premium as determined by the cancellation date, subject to a minimum amount of 30% of the annual premium. If this Policy is cancelled by **us**, **we** shall retain the pro rata portion of the premium as determined by the cancellation date. Payment or tender of any unearned premium by **us** shall not be a condition precedent to the effectiveness of cancellation.
- D. In the event of any **claim** or **circumstance** under this Policy, all premium shall be deemed as earned at the time of notice of such **claim** or **circumstance**, and **we** are not obligated to return any premium to **you** in the event of pursuant cancellation by **you** or **us**.

IX. OPTIONAL EXTENDED REPORTING PERIOD

- A. If this Policy is cancelled or non-renewed by **us** (except for non-payment of premium) or cancelled by **you**, then **you** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.(a) of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **claim** first made against **you** and reported in writing to **us** during the period of time set forth in Item 7.(b) of the Declarations after the end of the **policy period**, but only with respect to any act, error, omission, **pollution condition** or **mold condition** committed, performed or arising wholly on or after the Retroactive Date and wholly before the effective date of cancellation or non-renewal.
- B. As a condition precedent to **your** right to purchase an **extended reported period**, the total premium for this Policy, and any Deductible payments due, must have been paid. The right to purchase an **extended reported period** shall terminate unless written notice together with full payment of the premium for the **extended reported period** is given to **us** within thirty days (30) after the effective date of cancellation or non-renewal.
- C. At the commencement of the **extended reported period**, the entire premium shall be deemed fully earned, and in the event of **you** terminating the **extended reported period** for any reason, **we** shall not be liable to return to **you** any portion of the premium received.
- D. The Limit of Liability for the **extended reported period** shall be part of, and not in addition to the Limit of Liability for the **policy period**, and is in no way increased by its purchase.

X. EXCLUSIONS

We will have no obligation to defend **you**, or to pay any **damages** or **claims expenses** **you** become obligated to pay for any **claim** based upon, arising out of, attributable to or involving directly or indirectly:

A. EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES

1. Criminal, Dishonest, Intentional, Fraudulent, Malicious, Wilful or Knowing Acts

any criminal, dishonest, intentional, fraudulent, malicious, willful or knowing act, error or omission committed by **you**; however, this Policy shall apply to **claims expenses** incurred in defending any such **claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against **you**, or admission by **you**, establishing such criminal, dishonest, intentional, fraudulent, malicious willful or knowing conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time **you** shall reimburse **us** for all **claims expenses** incurred defending the **claim**, and **we** shall have no further liability for **claims expenses**.

Provided, that this exclusion shall not apply to any **claim** based upon or arising from **your** unintentional breach of a written agreement to refrain from disclosing confidential or proprietary information in rendering or failure to render **professional services** or in the performance of or failure to perform **contracting services**.

2. Prior Knowledge, Prior Notice and Prior Acts

any actual or alleged act, error or omission, **pollution condition** or **mold condition** committed or arising prior to the inception date of this Policy;

- a. if any director, officer, principal, partner, insurance manager or any member of **your** risk management or legal department knew or could have reasonably foreseen, on or before the inception date, that such act, error or omission, **pollution condition** or **mold condition** might be expected to be the basis of a **claim**; or
- b. in respect of which **you** have given notice of a **claim** or **circumstance** to the insurer of any other policy in force prior to the inception date of this Policy.

3. Insured versus Insured

any entity or individual that qualifies as an Insured under this Policy as per Section XI. PP., provided, that this exclusion shall not apply to a **Claim** by or on behalf of any of **your** clients who qualify as an Insured by virtue of Section XI. PP.7.

4. Ownership Interest and Outside Positions

any of **your** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than **your** own, or any entity which:

- a. is operated, managed or controlled by **you** or in which **you** have an ownership interest which cumulatively exceeds fifteen percent (15%), or in which **you** are an officer or director; or
- b. operates, controls or manages **you**, or has an ownership interest of more than fifteen percent (15%) in **you**.

5. Discrimination, Humiliation, Harassment and Misconduct

any actual or alleged discrimination, humiliation, harassment or misconduct because of age, color, race, sex, creed, national origin, marital status, sexual preference or orientation, religion, disability or pregnancy; provided, that this exclusion shall not apply to any **claim** based upon the Americans with Disabilities Act of 1990 (ADA), as amended, or the Fair Housing Act (FHA), or any state or local versions of those acts, and arising out of **your** rendering or failure to render **professional services**.

6. Contractual Liability

the breach of any contractual obligation except:

- a. an express or implied duty to exercise a degree of care or skill as is consistent with applicable industry standards; or
- b. any liability that would exist in the absence of such contract.

7. Express Warranties, Representations, Guarantees and Promises

the breach of any:

- a. express warranty or representation except for an agreement to perform within

a reasonable standard of care or skill consistent with applicable industry standards; or

- b. guarantee or any promise including, without limitation, cost saving, cost of construction, maximum construction price, financing, profit, or return on investment, unless proximately caused by **your** negligent act, error or omission in rendering or failure to render **professional services**.

8. Faulty Workmanship

the cost to repair or replace any faulty workmanship performed in whole or in part by **you** on any construction, erection, fabrication, installation, assembly, manufacture or remediation, including any materials, parts, labor or equipment furnished in connection with such repair or replacement. However, this exclusion does not apply if the faulty workmanship is proximately caused by **your** negligent act, error or omission in rendering or failure to render **professional services**.

9. Asbestos / Lead Based Paint

any asbestos or lead-based paint, or any materials containing asbestos or lead-based paint in whatever form or quantity; provided, that this exclusion does not apply to:

- a. any **claim** which is proximately caused by a negligent act, error or omission in rendering or failure to render **professional services** on or after January 1st 1990, or the Retroactive Date set forth in Item 6. of the Declarations (whichever is later) by or on behalf of **you**;
- b. any **claim** arising out of any asbestos or lead abatement operations performed on behalf of **you** by a certified and insured asbestos and/or lead abatement subcontractor or subconsultant;
- c. any **claim** arising out of the inadvertent disturbance of asbestos or lead-based paint or materials containing asbestos or lead-based paint by or on behalf of **you** during the rendering of **professional services** or the performance of **contracting services**; or
- d. any **claim** which is covered pursuant to Insuring Clause 4.B. or 4.C. of this Policy.

10. Employers Liability and Workers Compensation

- a. **bodily injury to you**, including any of **your** employees or independent contractors, arising out of and in the course of their employment by **you**;
- b. **your** employment obligations, decisions, practices or policies as an employer; or
- c. any obligation which **you**, or any carrier as **your** insurer, may be liable under any worker's compensation, unemployment compensation or disability benefits law or similar law.

11. Products Liability

the design or manufacture of any goods or products which are sold or supplied by **you**, or by others under license from **you**, provided that this exclusion shall not apply to;

- a. any **claim** arising from **your professional services** in the design of a good or product which is a custom design and replicated no more than five times;
- b. the design of any system or process which is a custom design, whereby the individual components or products might be replicated in nature, but the overall system or process is a one-off;
- c. any **claim** which is covered pursuant to Insuring Clause 4.A. of this Policy arising out of the fabrication, assembly or installation of any goods or products provided by **you**; or
- d. any **claim** which is covered pursuant to Insuring Clause 2.B. of this Policy.

12. Property Liability

your ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or condemnation of any real or personal property including without limitation; automobiles, aircraft, watercraft and other kinds of conveyances; provided, that this exclusion does not apply to:

- a. any **claim** which is covered pursuant to Insuring Clause 4.A. of this Policy arising out of any property **you** have voluntarily or involuntarily sold, transferred, exchanged, given away or abandoned, or that has been condemned where **you** performed **contracting services** and **you** have never occupied, used, rented or leased such property; or
- b. any **claim** which is covered pursuant to Insuring Clause 4.B. of this Policy.

13. Property Damage to Your Work and Products

any **property damage** under Insuring Clause 4.A. or 5.:

- a. to work performed by or on behalf of **you**, or resulting from the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith; or
- b. to any goods or products which are sold or supplied by **you**, or by others under license from **you**, resulting from such goods or products or any portion thereof.

14. Patent Infringement

the actual or alleged infringement of patent or patent rights or misuse of patent.

15. Failure to Maintain Finance

the advising or requiring of, or failure to advise or require, or failure to maintain or procure any financing or monies for the payment of any portion of any project, or of services or labor connected with any project.

16. Gypsum Board

the specification, installation, purchase, use or construction of any building with gypsum board, drywall or other wall covering material that is alleged to have been contaminated with sulfur or any other toxic compound or contaminant.

17. Unsolicited Communications

any actual or alleged violation of:

- a. the CAN-SPAM Act of 2003 or any subsequent amendments to that Act;
- b. the Telephone Consumer Protection Act (TCPA) of 1991 or any subsequent amendments to that Act; or
- c. any other law, regulation, or statute relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device.

B. EXCLUSIONS APPLICABLE TO INSURING CLAUSES 2, 6 AND 7 ONLY

1. Business Risks

any:

- a. inaccurate, inadequate or incomplete description of the price of goods, products or services;
- b. cost guarantees, cost representations, or contract price estimates of probable costs or cost estimates actually or allegedly being exceeded;
- c. failure of goods, products, or services to conform with any represented quality or performance contained in **advertisements**; or
- d. actual or alleged gambling, contest, lottery, promotional game or other game of chance.

2. Licensing Fees and Royalty Payments

any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments.

3. Reprinting, Recall, Removal, Disposal, Withdrawal, Inspection, Repair, Replacement, Reproduction Costs and Expenses

any costs or expenses incurred, or to be incurred by **you** or others for:

- d. the reprinting, recall, removal or disposal of any **media material**, including any media or products containing such **media material**; or
- e. the withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:
 - i. **technology products**, including any products or other property of others that incorporate **technology products**;
 - ii. work product resulting from or incorporating the results of **technology-based services**; or

- iii. any products or other property on which **technology-based services** are performed;

provided, that this exclusion shall not apply to **claims** for the resulting loss of use of such **media material** or **technology products**, or loss of use of the work product resulting from such **technology-based services**.

4. Electrical and Telecommunications Failure and Malfunction and Force Majeure

any:

- a. failure or malfunction of electrical or telecommunications infrastructure or services, unless under **your** operational control; or
- b. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical or force majeure event.

5. Antitrust

any actual or alleged antitrust violation, restraint of trade, unfair competition, violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act, as amended, or any similar law or legislation of any state, province or other jurisdiction, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive or misleading **advertisement**.

6. Federal Trade Commission and Federal Communications Commission

the Federal Trade Commission, the Federal Communications Commission, or any similar governmental entity, in such entity's regulatory or official capacity.

7. Copyright and Trade Secret Infringement of Technology Products

any actual or alleged infringement of copyright or misappropriation of trade secret arising out of or related to **technology products**.

8. Electromagnetic Fields and Radiation

the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.

9. Delay in Delivery or Performance

any delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time.

10. Governmental Action

any action or order of any domestic or foreign governmental authority or regulatory, administrative, law enforcement or judicial body to confiscate, intercept, monitor or analyze **your computer systems** or data, whether with or without **your** authorization.

11. Social Engineering

the transfer of money, funds or securities, including those arising out of any **social engineering event**.

12. Betterment

the need to improve, update, upgrade, repair, replace or restore any component of any **computer system**, or data stored on any **computer system**, to a level beyond that which existed prior to any **privacy breach** or **network security event**, unless recommended by a forensic investigator as necessary to return the functionality of any **computer system** to a level that existed prior to the **privacy breach** or **network security event**.

13. Activity Unrelated to a Breach

the need to restore, repair or replace:

- a. any component of any **computer system** or the data stored therein, due to direct physical loss of or damage to the **computer system** that does not result from a **privacy breach** or **network security event**; or
- b. any mobile computer or device not owned, leased or licensed by **you**.

XI. DEFINITIONS

Wherever used in this Policy:

- A. **Advertisement** means any material which promotes **your** product, service or business.
- B. **Application** means all signed applications, including attachments and associated correspondence, and all other materials and information provided by **you** to **us** for the purposes of underwriting or issuing this Policy, or any policy of which this Policy is a direct or indirect renewal or replacement.
- C. **Assumed under contract** means liability assumed by **you** under a written hold harmless or indemnity agreement regarding the content of **media material** used in a **media communication**, but only with respect to acts for which insurance is afforded under Insuring Clause 7.a.
- D. **Bodily injury** means physical injury, sickness, disease or death of any person, and includes emotional distress or mental anguish whether or not accompanied by physical injury, sickness or disease.
- E. **Breach notice law** means any state, federal or foreign statute or regulation that requires notice to persons whose **personally identifiable non-public information** was accessed or may reasonably have been accessed by an unauthorized person.
- F. **Circumstance** means any fact, event or situation that could reasonably be the basis for a **claim**.
- G. **Claim** means a demand received by **you**;
 1. for money or services including the threat or service of suit, or institution of arbitration proceedings;
 2. threatening, or initiating suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction); or

3. asking **you** to comply with any state statute governing notice of defects in construction.

Multiple **claims** arising from the same or a series of related or repeated acts, errors, omissions, **pollution conditions** or **mold conditions**, or from any continuing acts, errors, omissions, **pollution conditions** or **mold conditions** shall be considered a single **claim** for the purposes of this Policy, irrespective of the number of claimants or insureds involved in the **claim**. All such **claims** shall be deemed to have been made at the time of the first such **claim**.

H. **Claims expenses** means:

1. reasonable fees charged by any attorney designated by **us**, or selected by **you** and agreed to by **us**;
2. all other fees, costs and expenses resulting from the investigation and defense of a **claim** incurred by **us**, or by **you** with **our** prior written consent, including any premiums for appeal bonds.

Claims expenses shall not include any:

1. salaries or overheads incurred by **you**;
2. costs relating to any supervisory counsel retained by **you**; or
3. costs incurred by **you** to remediate any potential claim under this Policy without **our** prior written consent.

The determination by **us** as to the reasonableness of **claims expenses** shall be binding on **you**.

- I. **Cleanup costs** means reasonable and necessary costs, charges and expenses incurred with **our** prior written consent in the investigation, removal, neutralization and/or remediation of a **pollution condition**.

Cleanup costs will not include improvements or betterments to third party property, or costs that exceed the actual cash value of such property.

- J. **Completed operations hazard** means all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **contracting services** performed by **you** or by any person, including an independent contractor, for whom **you** are legally responsible, except work or services that have not yet been completed or have been abandoned.

However, work or services will be deemed completed at the earliest of the following times:

1. when all of the work or services called for in **your** contract have been completed;
2. when all of the work or services to be done at a job site have been completed if **your** contract calls for work or services at more than one job site; or
3. when that part of the work or services done at a job site have been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work or services that may need service, maintenance, correction, repair or replacement, but which are otherwise complete, will be treated as completed.

- K. **Computer systems** means computers and associated software, input and output devices, data storage devices, networking equipment and back up facilities:
1. operated by and either owned by or leased to **you**; or
 2. operated by a third party service provider and used for the purpose of providing hosted computer application services to **you**, or for processing, maintaining, hosting or storing **your** electronic data or electronic data belonging to a third party which is in **your** care, custody or control, pursuant to a written contract for such services between **you** and the third party service provider.
- L. **Contracting services** means the performance of construction, erection, fabrication, installation, assembly, manufacturing, drilling, operation and/or maintenance services, or remediation activities by or on behalf of **you**.
- M. **Damages** means:
1. compensatory sums;
 2. monetary judgments, award or settlements;
 3. pre-judgment and post-judgment interest; or
 4. **cleanup costs** (solely with respect to coverage afforded under Insuring Clause 4).

Damages shall not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by **you**, or the costs incurred by **you** to comply with orders granting injunctive or equitable relief;
2. any damages which are a multiple of compensatory damages;
3. punitive or exemplary damages, unless insurable by law under the law under which this Policy is construed;
4. liquidated damages to the extent that such damages exceed the amount for which **you** would have been liable in the absence of such liquidated damages agreement;
5. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
6. costs incurred by **you** to correct, re-perform or complete any **media activities** or **technology-based services**;
7. fines, taxes or loss of tax benefits, sanctions or penalties assessed against **you**;
8. discounts, coupons, prizes, awards or other incentives offered to **your** customers or clients;
9. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**; or

10. matters deemed uninsurable under the law pursuant to which this Policy shall be construed.

- N. **Extended reported period** means the period of time after the end of the **policy period** for reporting **claims** as provided in Section IX. of this Policy.
- O. **First party privacy breach** means a **privacy breach** affecting the **personally identifiable non-public information** of **your** employees.
- P. **Malicious code** means any unauthorized, corrupting or harmful software code, including computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.
- Q. **Media activities** means any **media communication** and/or the gathering, collection or recording of **media material** for inclusion in any **media communication** in the ordinary course of **your** business.
- R. **Media communication** means the display, broadcast, dissemination, distribution or release of **media material** to the public by **you**.
- S. **Media material** means any data, text, sounds, graphics, images or similar matter, including **advertisements**. **Media material** shall not include **technology products** or anything incorporated into or otherwise part of **your technology products**.
- T. **Mold condition** means any actual or alleged discharge, dispersal, release or escape of any fungus or spore or any substance, vapor or gas produced by or arising out of any fungus or spore, into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, which results in **bodily injury** or **property damage**.

For the purpose of this definition:

- 1. Fungus includes but is not limited to; a) any form or type of mold, mushroom or mildew; b) any other fungal structure; and c) any volatile organic compounds, mycotoxins, allergenic proteins or other substances or gases produced by or arising out of any mold, mushroom, mildew, fungal structure or spore.
 - 2. Spore means any reproductive body produced by or arising out of any fungus.
- U. **Natural resource damage** means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C. 1801 et. seq.), any state, local or provincial government, any foreign government, any Native American Tribe or, if such resources are subject to a trust restriction on alienation, any enrolled member of a Native American Tribe.
 - V. **Network security event** means:
 - 1. the inability of a third party, who is authorized to do so, to gain access to **computer systems** or **your technology-based services**;
 - 2. the failure to prevent unauthorized access to **computer systems** that results in:
 - a. the destruction, deletion or corruption of electronic data on **computer systems**;

- b. **theft of data** from **computer systems**; or
 - c. denial of service attacks against Internet sites or computers; or
 3. the failure to prevent transmission of malicious code from **computer systems** to third party computers and systems.
- W. **Non-owned disposal site** means any location used by **you** for the treatment, storage or disposal of waste or material provided that such location:
 1. is not managed, operated, owned or leased by **you** or an affiliate of **yours**; and
 2. such location is permitted and/or licensed by the applicable federal, state, local or provincial authorities to accept such waste or materials as of the date the waste or materials are treated, stored or disposed of at such location; and
 3. such location is within the United States, its territories or possessions, or in Canada; and
 4. such location is not listed on a proposed or final Federal National Priorities List and/or any state or provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the waste or material at such location.
- X. **Personally identifiable non-public information** means an individual's name in combination with one or more of the following:
 1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
 2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act; or
 3. the individual's social security number, driver's license or state identification number, credit, debit or other financial account numbers and associated security codes, access codes, passwords or pins that allows access to the individual's financial account information.
- Y. **Policy period** means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Policy, and specifically excludes any **extended reported period** or any prior **policy period** or renewal period.
- Z. **Pollution condition** means the actual or alleged discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, which results in **bodily injury, property damage** or **cleanup costs**.

The term **pollution condition** shall not include or mean a **mold condition**.

AA. **Privacy breach** means:

1. theft or misuse of **personally identifiable non-public information** or **third party corporate information** that is in **your** care, custody or control, or an independent contractor that is holding or processing such information on **your** behalf;
2. **your** failure to timely disclose a **security breach** in violation of any **breach notice law**;
3. failure by **you** to comply with that part of a **privacy policy** that specifically:
 - a. prevents or prohibits improper or intrusive collection of **personally identifiable non-public information** from a person;
 - b. requires notice to a person of **your** collection or use of, or the nature of the collection or use of his or her **personally identifiable non-public information**;
 - c. provides a person with the ability to assent to or withhold assent for (e.g. opt-in or opt-out) **your** collection or use of his or her **personally identifiable non-public information**;
 - d. prohibits or restricts **your** disclosure, sharing or selling of a person's **personally identifiable non-public information**;
 - e. requires **you** to provide access to **personally identifiable non-public information** or to correct incomplete or inaccurate **personally identifiable non-public information** after a request is made by a person; or
 - f. mandates procedures and requirements to prevent the loss of **personally identifiable non-public information**.

BB. **Privacy policy** means the internal or publicly accessible written documents that set forth **your** policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **personally identifiable non-public information**.

CC. **Professional services** means the preparation and/or review of architectural and engineering designs, plans, specifications and calculations, and construction management services including observation of construction, issuance of change orders and clarifications, review of contractors' requests for payment and review of projects to determine dates of substantial completion, performed by licensed or similarly qualified professionals in the design, construction or consulting field under **your** employment, or performed by others on behalf of **you** pursuant to a written contract for whom **you** are to be held vicariously liable.

The term **professional services** shall not include or mean:

1. any negligent act, error or omission which is not professional in nature;

2. services within construction means, methods, techniques, sequences, procedures and job site safety employed by **you** in connection with operations in **your** capacity as a construction contractor; or
3. property manager or real estate asset manager services, real estate and real estate asset management consultant services, real estate appraisal services, real estate broker services, financial or investment advisory services, legal services or any services resulting from the acquisition of any real estate or the securing of financing for the acquisition of any real estate.

DD. **Property damage** means:

1. physical injury to or destruction of any tangible property, including the loss of use thereof;
2. loss of use of tangible property which has not been physically injured or destroyed;
3. diminished value of property owned by third parties; or
4. **natural resource damage**.

However, **property damage** does not mean injury to, loss or destruction of, or loss of use of intangible property, including data.

EE. **Rectification event** means **your** awareness during the **policy period** of any act, error or omission in rendering or failing to render **professional services** that could lead to a **claim** against **you** if not remedied in reasonably prompt time.

FF. **Security breach** means **unauthorized access** of **computer systems**, infection of **computer systems** by **malicious code** or transmission of **malicious code** from **computer systems**, whether any of the foregoing is a specifically targeted attack or a generally distributed attack. A series of continuing **security breaches** or related or repeated **security breaches** shall be considered a single **security breach** and be deemed to have occurred at the time of the first such **security breach**.

GG. **Social engineering event** means the fraudulent manipulation of an individual Insured by any person, including any other Insured, which results in any transfer of funds, whether by electronic means, bank wire or otherwise, or other disbursement or theft of money, securities or other financial assets from any of the following:

1. a financial account owned by **you** or in **your** care, custody or control; or
2. a financial account held by any other person or entity if the transfer or disbursement or funds is authorized or directed by any Insured.

For the purpose of this exclusion, Insured shall mean any person qualifying as per Section XI. PP. of this Policy.

HH. **Technology-based services** means computer and electronic technology services, including data processing, Internet services, data and application hosting, computer systems analysis, technology consulting and training, custom software programming for a specific client of **yours**, computer and

software systems installation and integration, computer and software support, use of Building Information Modelling Systems and network management services performed by **you**, or by others acting under **your** trade name, for others for a fee, but shall not mean **technology products**.

- II. **Technology products** means a computer or telecommunications hardware or software product, or related electronic product that is created, manufactured or developed by **you** for others, or distributed, licensed, leased or sold by **you** to others for compensation, including software updates, service packs and other maintenance releases provided for such products.
- JJ. **Theft of data** means the unauthorized taking, misuse or disclosure of information on **computer systems**, including but not limited to charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.
- KK. **Third party corporate information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public and is provided to **you** subject to a mutually executed written confidentiality agreement or marked "confidential" in writing by such third party.
- LL. **Third party privacy breach** means a **privacy breach** affecting the **personally identifiable non-public information** of a third party.
- MM. **Transportation** means the movement of cargo, after being accepted by the carrier, from the place where **contracting services** are being performed toward the place designated for delivery by **you**.

Transportation includes the carrier's loading and unloading of cargo onto or from a motorized land vehicle, provided that the loading and unloading is performed by or on behalf of **you**.

NN. **Unauthorized access** means:

1. the use of or access to **computer systems** by a person not authorized to do so by **you**; or
2. the authorized use of or access to **computer systems** in a manner not authorized by **you**.

OO. **We/our/us** means the Underwriters.

PP. **You/your** means:

1. the Named Insured(s) as listed in the Declarations;
2. **your** directors or officers (past or present), but only with respect to the performance of their duties on **your** behalf;
3. **your** employees (past or present), but only for work done while acting within the scope of their employment by **you** and related to the conduct of **your** business;

4. a principal (if **you** are a sole proprietorship) or a partner (if **you** are a partnership), past or present, but only with respect to the performance of their duties on **your** behalf;
5. **your** estate, heirs, executors, administrators, assigns and legal representatives in the event of **your** death, incapacity, insolvency or bankruptcy, but only to the extent that **you** would otherwise be provided coverage under this Policy;
6. **your** participation in a joint venture, but solely for **your** proportion, not the entire joint venture;
7. any client of **yours**, provided that a written contract or agreement is in effect between **you** and them. However, such clients are covered solely with respect to their vicarious liability arising from **your professional services** or **contracting services**, and not for the client's own acts, errors or omissions.

XII. OTHER CONDITIONS

A. Territory

This Policy applies to **claims** made and acts, errors or omissions, **pollution conditions** or **mold conditions** committed or arising anywhere in the world (subject to Section XI.W. and any applicable Sanctions).

B. Bankruptcy

Your bankruptcy or insolvency shall not relieve **us** of **our** obligations nor deprive **us** of **our** rights or defenses under this Policy.

C. Assignment

You cannot assign any of **your** interests under this Policy without **our** written consent.

D. Innocent Insured

Whenever coverage under this Policy would be excluded or lost due to Exclusion (Section X.) A.1., **we** agree that coverage that would otherwise be afforded under this Policy will apply with respect to those Insureds – as defined by Section XI. PP. – who did not personally commit or participate or remain passive after having knowledge of such excluded acts, unless any of those acts were known to any of **your** principals, partners, directors or officers.

Our obligation to pay in such event shall only be excess of the full extent of any recoverable assets of any Insured – as defined by Section XI. PP. – to whom Exclusion A.1. applies, and shall be subject to the remaining terms and conditions of this Policy.

E. General Liability Warranty

If **you** perform any **contracting services** then **you** agree that **you** will maintain Commercial General Liability insurance, including Products and Completed Operations, during the **policy period** with limits equal or higher than those purchased under this Policy.

If this warranty is breached then **we** shall have the right to terminate this Policy by written notice to **you** with effect from the date when such insurance ceased to be maintained, or is deemed to have ceased to be maintained.

F. Mergers and Acquisitions

1. If, during the **policy period**, **you** acquire another entity, no coverage will exist under this Policy for any **claim** that arises out of any act, error or omission, **pollution condition** or **mold condition**, whether committed or arising either before or after such acquisition:
 - a. by the acquired entity or any person employed by the acquired entity; or
 - b. involving or relating to the assets, liabilities, or **computer systems** of the acquired entity.

The foregoing provision shall not apply if **you** give **us** written notice within sixty days (60) after the effective date of the acquisition, obtains **our** written consent to extend coverage to such additional entities, assets or exposures, and agree to pay any additional premium required by **us**.

2. If, during the **policy period**, **you** consolidate or merge with another entity such that **you** are not the surviving entity, are acquired by another entity, or sell substantially all of **your** assets to any other entity, then coverage under this Policy shall not apply to acts, errors, omissions, **pollution conditions** or **mold conditions** committed or arising subsequent to such consolidation, merger or acquisition. **You** shall provide written notice of such consolidation, merger or acquisition to **us** as soon as practicable, together with such information as **we** may require.

XIII. CHOICE OF LAW, ACTION AGAINST US & SERVICE OF SUIT

- A. In the event of a dispute between **you** and **us** regarding this Policy, said dispute will be governed by the laws designated in the State listed in Item 10. of the Declarations.
- B. No action shall lie against **us** unless, as a condition precedent thereto, **you** have fully complied with all of the terms of this Policy, nor until the amount of **your** obligation to pay shall have been fully and finally determined either by judgment against **you** or by written agreement between **you**, the claimant and **us**. Nothing contained herein shall give any person or organization any right to join **us** as a party to any **claim** against **you** to determine **your** liability, nor shall **we** be impleaded by **you** or **your** legal representatives in any **claim**.
- C. It is agreed that in the event of **our** failure to pay any amount claimed to be due under this Policy, **we**, at **your** request, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon **our** representative, designated in

Item 9. of the Declarations, and that in any suit instituted against **us, we** will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Our representative designated in Item 9. of the Declarations is authorized and directed to accept service of process on **our** behalf in any such suit and/or upon **your** request to give a written undertaking to **you** that they will enter a general appearance upon **our** behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, **we** hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his or her successor in office, as **our** true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by **you** or on **your** behalf or any beneficiary hereunder arising out of this Policy, and hereby designate **our** representative, listed in Item 9. of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

EXCESS LIABILITY INSURANCE POLICY

DECLARATIONS

**THIS IS A CLAIMS-MADE AND REPORTED EXCESS LIABILITY
INSURANCE POLICY. PLEASE READ CAREFULLY.**

POLICY NUMBER: PF01759A24

1. NAMED ASSURED:

NetPlanner Systems, Inc.

ADDRESS:

3145 Northwoods Parkway, Suite 800, Peachtree Corners, GA 30071

2. PERIOD OF INSURANCE:

FROM: 12/31/2024

TO: 12/31/2025

12.01 a.m. Standard Time at the Address shown in Number 1 above

3. LIMIT OF LIABILITY:

(a) USD 3,000,000 Each claim, including costs and expenses incurred in the defense or settlement of such claim

(b) USD 3,000,000 Aggregate for the **Period of Insurance**, including costs and expenses incurred in the defense or settlement of all claims

4. PRIMARY POLICY:

Primary Insurer: Certain Underwriters at Lloyd's
Policy Number: PF01758A24
Limit of Liability: USD 2,000,000 Each Claim
USD 2,000,000 Aggregate
Retention/Deductible: USD 50,000

5. UNDERLYING POLICIES:

None

EXCESS LIABILITY INSURANCE POLICY

DECLARATIONS

**THIS IS A CLAIMS-MADE AND REPORTED EXCESS LIABILITY
INSURANCE POLICY. PLEASE READ CAREFULLY.**

POLICY NUMBER: PF01760A24

1. NAMED ASSURED:

NetPlanner Systems, Inc.

ADDRESS:

3145 Northwoods Parkway, Suite 800, Peachtree Corners, GA 30071

2. PERIOD OF INSURANCE:

FROM: 12/31/2024

TO: 12/31/2025

12.01 a.m. Standard Time at the Address shown in Number 1 above

3. LIMIT OF LIABILITY:

(a) USD 5,000,000 Each claim, including costs and expenses incurred in the defense or settlement of such claim

(b) USD 5,000,000 Aggregate for the **Period of Insurance**, including costs and expenses incurred in the defense or settlement of all claims

4. PRIMARY POLICY:

Primary Insurer: Certain Underwriters at Lloyd's
Policy Number: PF01758A24
Limit of Liability: USD 2,000,000 Each Claim
USD 2,000,000 Aggregate
Retention/Deductible: USD 50,000

5. UNDERLYING POLICIES:

First Excess Insurer: Certain Underwriters at Lloyd's

Policy Number: PF01759A24
Limit of Liability: USD 3,000,000 Each Claim
USD 3,000,000 Aggregate



Fulton County

Legislation Details

File #: 25-0867 **Version:** 1 **Name:**

Type: CM Action Item - Open & Responsible Government **Status:** Agenda Ready

File created: 7/10/2025 **In control:** Board of Commissioners

On agenda: 11/19/2025 **Final action:**

Title: Request approval to renew existing contracts - Department of Information Technology, 23ITB140062B -PS, Cabling and Physical Security in a total amount not to exceed \$6,975,000.00 with (A) GC&E Systems Group, Inc. (Norcross, GA) in an amount not to exceed \$2,475,000.00; and (B) NetPlanner Systems, Inc. (Peachtree Corners, GA) in an amount not to exceed \$4,500,000.00 to provide countywide structured cabling services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1: Contract Renewal Agreement - GC&E, 2. Exhibit 1: Contract Renewal Agreement - NetPlanner Systems, Inc., 3. Exhibit 2: Contract Renewal Evaluation Form - GC&E, 4. Exhibit 2: Contract Renewal Evaluation Form - NetPlanner Systems, Inc., 5. Countywide Structured Cabling and Physical Security - FY26 Proposed Project List 082525

Date	Ver.	Action By	Action	Result
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Certificate Of Completion

Envelope Id: 8BDEC288-5653-4BE3-B72E-F32DB573C15B	Status: Completed
Subject: Contract Renewal Agreement (R2) - NetPlanner Systems Inc.	
Parcel ID:	
Employee Name:	
Source Envelope:	
Document Pages: 103	Signatures: 4
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Phyllis Stewart
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	141 Pryor Street
	Purchasing & Contract Compliance, Suite 1168
	Atlanta, GA 30303
	Phyllis.Stewart@fultoncountyga.gov
	IP Address: 74.174.59.4

Record Tracking

Status: Original	Holder: Phyllis Stewart	Location: DocuSign
11/20/2025 9:09:33 AM	Phyllis.Stewart@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

Signer Events

Signature	Timestamp
Laura Corpe	Sent: 11/24/2025 11:46:00 AM
laura.corpe@netplanner.com	Viewed: 11/24/2025 11:46:29 AM
Sr. Project Coordinator	Signed: 11/24/2025 1:44:52 PM
NetPlanner Systems Inc	
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style
	Using IP Address: 96.93.162.54

Electronic Record and Signature Disclosure:
 Accepted: 11/24/2025 11:46:29 AM
 ID: 577b0bb1-7446-4cc6-a4d2-502b11a925c6

Phyllis Stewart	Completed	Sent: 11/24/2025 1:45:00 PM
phyllis.stewart@fultoncountyga.gov		Viewed: 11/24/2025 2:04:18 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 134.231.232.249	Signed: 11/25/2025 2:55:42 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Kevin Kerrigan	<i>Kevin Kerrigan</i>	Sent: 11/25/2025 2:55:52 PM
Kevin.Kerrigan@fultoncountyga.gov		Viewed: 11/25/2025 2:56:21 PM
Chief Information Officer		Signed: 11/25/2025 2:57:16 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 97.221.112.170	
	Signed using mobile	

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Nikki Peterson	Completed	Sent: 11/25/2025 2:57:24 PM
Nikki.Peterson@fultoncountyga.gov		Resent: 11/26/2025 8:40:19 AM
Chief Deputy Clerk to the Board of Commissioners		Resent: 12/1/2025 9:58:54 AM
Fulton County Government	Using IP Address: 74.174.59.10	Resent: 12/2/2025 9:42:16 AM
Security Level: Email, Account Authentication (None)		Resent: 12/3/2025 8:09:41 AM
		Viewed: 12/3/2025 11:27:35 AM
		Signed: 12/3/2025 11:28:35 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L Pitts harriet.thomas@fultoncountyga.gov Chairman Fulton County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	Sent: 12/3/2025 11:28:46 AM Viewed: 12/3/2025 11:29:49 AM Signed: 12/3/2025 11:29:58 AM

Electronic Record and Signature Disclosure:
Accepted: 12/3/2025 11:29:49 AM
ID: 897ddc0a-df15-430f-924f-077b80d02bfc

Tonya Grier Tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 134.231.232.250	Sent: 12/3/2025 11:30:07 AM Viewed: 12/3/2025 9:20:42 PM Signed: 12/3/2025 9:20:53 PM
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Electronic Record and Signature Disclosure:
Accepted: 10/27/2025 11:21:47 AM
ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Laura Corpe laura.corpe@netplanner.com Sr. Project Coordinator NetPlanner Systems Inc Security Level: Email, Account Authentication (None)	 Using IP Address: 68.117.209.80	Sent: 11/20/2025 9:13:41 AM Viewed: 11/20/2025 9:26:00 AM
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Electronic Record and Signature Disclosure:
Accepted: 11/20/2025 9:26:00 AM
ID: fa96a8dd-f5a7-4d22-af8f-ff5ed158eb31

Carbon Copy Events	Status	Timestamp
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Phillip Cohen phillip.cohen@netplanner.com VP Sales Security Level: Email, Account Authentication (None)		Sent: 11/24/2025 11:36:16 AM Viewed: 11/24/2025 11:37:43 AM
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Electronic Record and Signature Disclosure:
Accepted: 11/20/2025 10:36:26 AM
ID: 4bfb1b4a-fac6-4753-8b54-bb482fce20f2

Dian DeVaughn Dian.DeVaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)		Sent: 12/3/2025 9:21:02 PM Viewed: 12/4/2025 8:38:36 AM
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
<p>Nadine Outlaw Nadine.Outlaw@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/3/2025 9:21:03 PM Viewed: 1/30/2026 3:44:03 PM</p>
<p>Anne Wilson Anne.Wilson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/3/2025 9:21:04 PM</p>
<p>Andrae Stinson Andrae.Stinson@fultoncountyga.gov Network Manager Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/13/2026 11:01:05 AM ID: e8f9f895-ce2f-423d-bed5-f6c5be6ffafa</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/3/2025 9:21:06 PM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/20/2025 9:13:41 AM
Certified Delivered	Security Checked	12/3/2025 9:20:42 PM
Signing Complete	Security Checked	12/3/2025 9:20:53 PM
Completed	Security Checked	12/3/2025 9:21:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.