

## MASTER SERVICES AGREEMENT

This Master Services Agreement No. 23264 (this "**Agreement**") is made and entered into on \_\_\_\_\_ ("**Effective Date**") by and between the City of Pompano Beach, a municipal corporation of the state of Florida, with its principal office located at 100 W Atlantic Blvd, Pompano Beach, Florida 33060 ("**City**" or "**Client**") and MCCI, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**"). Company and City may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**City**" in this Agreement shall also include City's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that City's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to City.

As used in this Agreement, "**Company**" means the Company Affiliate providing the Services (defined below) to the City in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

### **1. Scope of Services**

Company and City may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by City and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). The Statement of Work is herein identified as Addendum "1" to this contract which is incorporated herein. Company will provide to City those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). Services shall be completed by JustFOIA, Inc., a Company Affiliate of MCCi. If applicable, each Order will also describe items specifically required to be delivered by Company to City (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or City purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by the City Commission. To the extent that there are any conflicts or inconsistencies between this Agreement and any City-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon City or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until City and Company have agreed in writing to the same, and it is approved by the City Commission.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice City for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

## **2. Fees & Compensation**

- A. City agrees to pay Company for performance of the services set forth in Addendum 1 at an amount not to exceed thirty-seven thousand four hundred ninety-seven dollars and twelve cents (\$37,497.12).
- B. City shall pay to Company the fees and other compensation and or reimbursement set forth in each Order, upon City's review and approval for fair and reasonable fees and costs incurred. The City acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) City cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If City is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

## **3. Invoicing and Payment**

Unless otherwise stated in an Order, Company will invoice City for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

City agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, City shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If City cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice City for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that City is not exempt and/or has not communicated its tax status to Company, City further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by City to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. City understands and accepts that any pricing set forth in an Order does not include such taxes.

Once payment has been received, no refunds for software maintenance support, subscriptions and/or other service packages ("Recurring Services") are available.

## **4. Term, Termination, and Cancellation**

- A. This Agreement will commence on the Effective Date and will be effective for three (3) consecutive years and may be renewed for equal or mutually agreed to terms upon written agreement from both parties with approval from the City Commission.
- B. Termination of this Agreement or any Order hereunder may occur upon any of the following:

1. Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
2. Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
3. Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
4. City may terminate any Recurring Service by failing to pay for such Recurring Services within thirty (30) days of the end of the term for the Recurring Services.
5. If City is a city, county, or other government entity the following applies: If City's governing body fails to appropriate sufficient funds to make payments due and to become due during City's next fiscal period, City may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). City agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of City's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, City agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, City shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

##### **5. Working Arrangements**

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

City will ensure that all City personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

##### **6. Company Personnel**

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of City but instead are independent contractors to City. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from City that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

#### **7. Non-Solicitation**

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, in consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

#### **8. Confidential Information**

The Parties acknowledge that in the course of Company providing Services for City hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to City will sign appropriate forms of confidentiality agreements on or prior to their start date.

Upon receipt of any confidential information by City, such information becomes "a public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. If Licensee wishes to claim an exemption to disclosure, they shall provide the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary. However, if a request is made of the City, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property of Licensee, the City shall advise Licensee of such request and it shall be Licensee's sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the courts and to immediately serve notice upon the party requesting the public records. The City shall, at all

times, comply with the public records disclosure requirement of Chapter 119 Florida Statutes and shall not be subject to any liability for its compliance with Florida Statute Chapter 119.

**“Confidential Information”** means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, City’s employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **“Recipient”**) prior to the time of disclosure by the other Party (the **“Disclosing Party”**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

## **9. Intellectual Property**

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for City by Company under any Order, to the extent that the same are custom and unique in application to City, (whether or not such Order is completed) (**“Works”**), and all interest therein shall vest in City and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any City Confidential Information or Deliverables custom and unique to City. To the extent that title to any such Works may not, by operation of law, vest in City or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to City. All such Works shall belong exclusively to City, except as set forth herein, with City having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give City and any person designated by City, reasonable assistance, at City's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by City, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to City all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of City: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or City; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for City and which do not contain any Confidential Information of City conveyed to Company. Should

Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (“**Pre-existing Work**”), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants City a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

City understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for City hereunder, subject to Company’s obligations respecting City’s Confidential Information pursuant to Section 8.

## **10. Data Privacy**

In the event that Company, in the course of providing Services to City, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual’s name and social security number, driver’s license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other City provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other City provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify City of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify City in writing within five (5) business days of confirming the same.

## **11. Warranty**

### **A. General Representation and Warranty.**

City represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

### **B. Services Warranty.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

### **C. General Warranty.**

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that City may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws

prohibit the purchase, sale, or pledge of City stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, “**State Data Protection Laws**”), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

## **12. Indemnification and Limitation of Liability**

### **A. Indemnification.**

To the extent caused by Company, Company shall indemnify, defend, and hold City harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings (“**Claims**”) for bodily injury or tangible property damage arising out of Company’s performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to City under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party’s intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify City to the extent the alleged infringement: (i) is based on information or requirements furnished by City, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If City is enjoined from using the Deliverable or Company reasonably believes that City will be enjoined, Company shall have the right, at its sole option, to obtain for City the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party’s option, and Company’s sole liability shall be subject to the limitation of liability provided in this Section.

### **B. Indemnification Procedure.**

City shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases City of all liability and does not otherwise negatively impact City’s rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

### **C. Limitation of Liability.**

Except for a breach of intellectual property rights, a third party’s end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY’S PAYMENT OBLIGATIONS; (ii) EACH PARTY’S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CITY’S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCI BY CITY UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM

DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CITY'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 11. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by City for Services reflect these limitations.

### **13. Insurance**

During the term of this Agreement, Company shall maintain insurance in accordance with Exhibit "1" insurance requirements throughout the term of this Agreement.

### **14. Contract Administrators, Notices and Demands**

- A. During the term of this Agreement, the City's Contract Administrator shall be the City Clerk Department's City Clerk or their authorized written designee. The Company's Contract Administrator shall be provided by the Company upon commencement of services (or their authorized written designee) as further identified below.
- B. All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company

MCCI, LLC  
3717 Apalachee Parkway  
Suite 201  
Tallahassee, FL 32311  
Attn: Legal Department  
Email: [legal@mccinnovations.com](mailto:legal@mccinnovations.com)

If to City:

City of Pompano Beach  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Attn: Kervin Alfred  
Email: [kervin.alfred@copbfl.com](mailto:kervin.alfred@copbfl.com)

### **Miscellaneous**

#### **A. Third-Party EULA (End User License Agreement) Provisions.**

City acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by Company as a convenience or not, for any products procured on behalf of City by Company and Company shall not be responsible for such products except related services provided directly by Company

#### **B. Use of Open-Source Code.**

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, “**Open Source**” shall mean any software or other Intellectual Property that is distributed or made available as “open-source software” or “free software” or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar “public” licenses.

**C. City Software Customizations.**

City may choose to customize their software internally without Company’s help. Company is not responsible for any damages caused by City’s customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

**D. Company Software Configuration Services.**

City may elect to contract with Company to configure City’s software. In these situations, City acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

**E. Compliance with Laws.**

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

**F. Equal Opportunity.**

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

**G. Excluded Parties List.**

To the extent required by law and applicable to City, Company agrees to promptly report to City if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

**H. Boycotts.**

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

**I. E-Verify**

Company uses E-Verify to verify the work authorization of all newly hired employees.

**J. Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. “**Force Majeure**” means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

**K. Audit Rights.**

With reasonable notice and at a convenient location, City will have the right to audit Company's records to verify the accuracy of invoicing to City.

In addition, should any of City's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

City shall bear all costs associated with audits.

1. *SOC-1/SOC-2 Reports.* Upon request by City and pending a fully executed Confidentiality and Non-Disclosure Agreement, Contractor agrees to provide the City with a copy of any available SOC-1/SOC-2 reports on the data center(s) hosting the Licensed Products. Upon request by City, Contractor also agrees to provide City with a copy of any available SOC-1/SOC-2 reports on the Licensed Products themselves. City agrees to treat any SOC-1 or SOC-2 reports are provided as the confidential trade secrets of Contractor in accordance with this Agreement.

**L. Assignment.**

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

**M. Modification.**

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

**N. Provisions Severable.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

**O. Dispute Resolution.**

Should a dispute arise between Company and City involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

**P. Interpretation.**

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this

Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

**Q. Publicity.**

Company may use the name of City, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any City Confidential Information as defined in Section 8 of this Agreement.

**R. Entire Agreement.**

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

**S. Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**T. Governing Law.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement (a "Dispute") shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

**U. Survival.**

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

**V. Bench Trial.**

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

**W. No Class Actions.**

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CITY, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**X. Limitation Period.**

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

**15. Public Records**

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. Company shall comply with Florida's Public Records Law, as amended. Specifically, Company shall:
1. Keep and maintain public records required by the City in order to perform the service.
  2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Company does not transfer the records to the City.
  4. Upon completion of the Agreement, transfer, at no cost to City, all public records in possession of Company, or keep and maintain public records required by the City to perform the service. If Company transfers all public records to the City upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- B. Failure of Company to provide the above-described public records to the City within a reasonable time may subject Company to penalties under 119.10, Florida Statutes, as amended.

#### **16. Sovereign Immunity**

Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

#### **17. Scrutinized Companies.**

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Company certifies that Company is not participating in a boycott of Israel. Company further certifies that Company is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Company been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  2. Is engaged in business operations in Syria.

- C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Company has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Company of the City's determination concerning the false certification. Company shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Company does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**18. Affidavit of Compliance with Anti-Human Trafficking Laws**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

**19. Affidavit of Compliance with Foreign Entity Laws**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Entity.
- C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**20. Severability.**

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

(SEAL)

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

Witnesses:

[Signature]

Donny Burstow  
(Print or Type Name)

By: [Signature]  
Emery Jones, Chief Financial Officer

JOSEPH B. BENNETT  
(Print or Type Name)

J. B. Bennett  
STATE OF Puerto Rico  
COUNTY OF San Juan

The foregoing instrument was acknowledged before me, by means of a physical presence or online notarization, this 4<sup>th</sup> day of November, 2024 by Emery Jones a \_\_\_\_\_ of \_\_\_\_\_ a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA Puerto Rico  
Aurora Montalvo Diaz  
(Name of Acknowledger Typed, Printed or Stamped)

13047  
Commission Number aff 18104



**ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 23264**  
**STATEMENT OF WORK**

Pursuant to Master Services Agreement No. 23264 ("Agreement"):

This JustFOIA Platform Change Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of 11-4-24 ("Addendum Effective Date"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Addendum is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCI and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Addendum supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

**MCCI, LLC/JustFOIA, Inc**

**CITY OF POMPANO BEACH ("Client")**

Signed: [Signature]  
Name: EMERY JONES  
Title: Chief Financial Officer  
Date: 11/9/2024

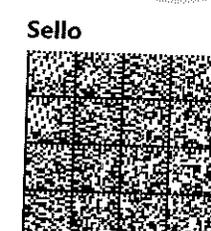
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[Signature]

APP. 18105



RECIBO  
4U23-01010100



Sello  
5397  
10/08/2024  
\$5.00  
Sello de Asistencia Legal  
80004-2024-1008-89666637

# I. PRICING



3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311

850.701.0725  
850.564.7496 fax

**Client Name:** City of Pompano Beach

**Client Address:** 100 West Atlantic Blvd, Pompano Beach, FL 33060

**Quote Number:** 32725

**Quote Type:** Platform Change

**Bill to:** Kervin Alfred  
kervin.alfred@copbfl.com

**Ship to:** Emilie Burnell  
Ship To Email

**cc AP Contact:** emilie.burnell@copbfl.com

**Quote Date:** November 1, 2024

**Subscription Period Start Date:** Date of Contract Execution

**Subscription Period End Date:** 12 Months from Date of Contract Execution

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<b><u>JustFOIA ANNUAL RECURRING SERVICES</u></b>			
<input checked="" type="checkbox"/> JustFOIA Pro Plus	1	\$9,835.00	\$9,835.00
<input checked="" type="checkbox"/> Payment Portal for JustFOIA Pro Plus	1	\$1,475.25	\$1,475.25
<input checked="" type="checkbox"/> Single Sign-On (SSO)	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Storage	1	Included	Included
<b><u>JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION</u></b>			
<input checked="" type="checkbox"/> JustFOIA Administration Assistance	1	\$1,386.00	\$1,386.00
<i>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>			
<b>SUBTOTAL - RECURRING ANNUAL SERVICES</b>			<b>\$12,696.25</b>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<b><u>JustFOIA SERVICE PACKAGES</u></b>			
<input checked="" type="checkbox"/> Single Sign-On Configuration	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	Included	Included
<input checked="" type="checkbox"/> Standard to Pro Upgrade Package	1	\$750.00	\$750.00
<b>SUBTOTAL - ONE-TIME SERVICES</b>			<b>\$750.00</b>

**EXISTING JustFOIA ANNUAL SUBSCRIPTION**

<input checked="" type="checkbox"/> JustFOIA Subscription City Tier 4: 70,000-150,000 Population	-1		
<input checked="" type="checkbox"/> Payment Portal	-1		
<input checked="" type="checkbox"/> Training Center for JustFOIA	-1		

<b>SUBTOTAL - EXISTING JustFOIA ANNUAL SUBSCRIPTION CREDIT</b>	<b>(\$152.88)</b>
--	-------------------

- Discount to Recurring Annual Services** (\$396.25)  
*Discount is based on this quote and if the quote changes the discount amount is subject to change. This discount will remain effective until client's renewal on date of contract execution 2026*

<b>YEAR 1 ORDER COST</b>	<b>\$12,897.12</b>
<b>YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST</b>	<b>\$12,300.00</b>
<b>YEAR 3 RECURRING ANNUAL SUBSCRIPTION COST</b>	<b>\$12,300.00</b>

**This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.**

## BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
<b>Recurring Services</b>	<ul style="list-style-type: none"> <li>▪ <b>Platform Change:</b> Within 30 days of receipt of Order.</li> <li>▪ <b>Annual Renewal:</b> 75 days in advance of expiration date.</li> </ul>
<b>One-Time Services</b>	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

## II. TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan should issues or needs arise.

### **Technical Support**

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

### **Administration Assistance**

Want an enhanced level of post-implementation support? JustFOIA offers a supplemental support package, Administration Assistance, to cover ongoing consultation, training, and configuration services and is strongly encouraged to be included with every renewal. You'll receive a 10% discount off JustFOIA's Support Technician hourly rate when purchasing in advance this block of hours, which will expire on the same date as the Subscription Period End Date.

With JustFOIA Administration Assistance, our stellar support team can be available for the following:

#### **ENHANCED KNOWLEDGE**

You'll have access to our team of more knowledgeable support technicians.

#### **ADDITIONAL TRAINING**

Additional web-based training is conducted to train new users or as refresher training for existing users.

#### **SYSTEM CONSULTATION**

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

#### **CONFIGURATION SERVICES**

Configuration services for request form(s), associated workflow(s), email templates, dynamic form fields, and more.

#### **MAINTENANCE SERVICES**

For clients with a DirectRoute Workflow, we will make minor adjustments such as changes in the routing individual to maintain your DirectRoute Workflow.

DESCRIPTION OF SUPPORT LEVELS*	Technical Support	Administration Assistance
▪ Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	✓	✓
▪ Remote access support through web meeting	✓	✓
▪ Automatic product version updates, security updates, and hotfixes	✓	✓
▪ Customized Training Center for JustFOIA LMS	✓	✓
▪ Access to higher-level support technicians with enhanced knowledge		✓
▪ Additional Web-Based Training for New/Existing Users		✓
▪ Annual System Review (upon Client request)		✓
▪ Additional System Settings Consultation		✓
▪ Assistance with updating Public Portal components		✓
▪ Configuration of dynamic form fields		✓

▪ Creation of new forms/updating of existing forms		✓
▪ Configuration of workflow settings, including new and adjustments		✓
▪ Adjustments to user-created and/or system-generated email templates		✓
▪ Maintenance of DirectRoute workflows		✓

**\*Hours:** JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of DirectRoute Workflows is not included in Administration Assistance.

## III. SERVICE PACKAGES

### GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for, must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

### ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

#### CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

#### JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

### SINGLE SIGN-ON (SSO) CONFIGURATION

#### CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

#### JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering

- Configure JustFOIA SSO:
  - Deliver any relevant documentation for connection type to the client
  - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
  - Information gathered by client is provided to JustFOIA
  - Enterprise Connection is created and established in the JustFOIA system
    - Client tests the connection to validate it is configured and working correctly
- Complete testing

## STANDARD TO PRO UPGRADE PACKAGE

### CLIENT TASKS & DELIVERABLES

- Complete JustFOIA Training Center training course(s)
- Attend remote JustFOIA Pro System Training and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner
- Provide desired form changes based on increased platform functionality
- Determine platform switchover date

### JustFOIA TASKS & DELIVERABLES

- Configure system with In-App Redaction (if necessary)
- Set up Client with Training Center accounts (if necessary)
- Enroll Client in necessary Training Center courses
- Configure system with Advanced Reporting
- Configure system with Responsive Forms
- Upgrade Client forms (if necessary)
- Set new Data Storage Limit
- Conduct remote JustFOIA Pro System Training (1 hour); recording made available in Training Center

## IV. JUSTFOIA ASSUMPTIONS

THESE ASSUMPTIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

### WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

#### JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

#### Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

## **TECHNICAL SUPPORT**

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

## **PROFESSIONAL SERVICES**

### **CHANGE ORDER PROCESS**

Any deviations from the contract will be documented in a Change Order that the parties must execute.

### **SCHEDULING**

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

## **CLIENT SOLUTION CUSTOMIZATIONS**

Client may also choose to customize their system internally without JustFOIA's help. JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

## **CLIENT INFORMATION TECHNOLOGY ASSISTANCE**

For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

## **LICENSED SOFTWARE AND SERVICES**

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

## **CLIENT RESPONSIBILITIES**

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

## **ACCEPTABLE USE POLICY**

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited

by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

## **INFORMATION & PRIVACY**

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

## **INFORMATION SHARING AND DISCLOSURE**

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in Section 5 (Information & Privacy).

## **INTELLECTUAL PROPERTY**

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

## **ACCOUNT SECURITY**

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

## **DATA RETENTION & ACCESS**

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription

to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

## **NON-JUSTFOIA APPLICATIONS AND PROVIDERS**

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

### **Acquisition of Non-JustFOIA Products and Services**

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as “Certified” (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, “Certified” shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

### **Non-JustFOIA Applications and Client information**

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

### **Integration with Non-JustFOIA Services**

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

## EXHIBIT 1

### INSURANCE REQUIREMENTS : JUSTFOIA, INC.

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:** Minimum \$2,000,000 Per Occurrence and \$4,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

X	comprehensive form	bodily injury and property damage
X	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
X	products/completed operations hazard	bodily injury and property damage combined
X	contractual insurance	bodily injury and property damage combined
X	broad form property damage	bodily injury and property damage combined
X	independent contractors	personal injury
X	personal injury	
—	CG2010	ongoing operations (or its' equivalent)
—	CG 2037	completed operations (or its' equivalent)
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

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**AUTOMOBILE LIABILITY:**  Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

X comprehensive form  Minimum \$10,000/\$20,000/\$10,000  
X owned (Florida's Minimum Coverage)  
X hired  
X non-owned

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**REAL & PERSONAL PROPERTY**

comprehensive form                      Agent must show proof they have this coverage.

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<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
X	other than umbrella/Excess              bodily injury and property damage combined	\$1,000,000	\$1,000,000

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<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>		Per Occurrence	Aggregate
<input type="checkbox"/>	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

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**CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.**

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<b>PROFESSIONAL LIABILITY</b>		Per Occurrence	Aggregate
X	* Policy to be written on a claims made basis	\$1,000,000	\$3,000,000

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**CONTRACTOR is required to provide Professional Liability if engineering and design is used.**

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<b>CYBER LIABILITY</b>		Per Occurrence	Aggregate
X	* Policy to be written on a claims made basis	\$3,000,000	\$3,000,000
X	Network Security / Privacy Liability		
X	Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)		
X	Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)		
X	Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.		

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<b>CRIME LIABILITY</b>		Per Occurrence	Aggregate
<input type="checkbox"/>	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

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(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the

minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



# CERTIFICATE OF LIABILITY INSURANCE

12/1/2024

DATE (MM/DD/YYYY)

12/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0B99399 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Valley Forge Insurance Company		20508
INSURER B : American Casualty Company of Reading, PA		20427
INSURER C : The Continental Insurance Company		35289
INSURER D : Travelers Property Casualty Company of America		25674
INSURER E :		
INSURER F :		

INSURED  
1456427 JustFOIA, Inc.  
3717 Apalachee Parkway  
Tallahassee FL 32311

COVERAGES CERTIFICATE NUMBER: 17804140 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	6072067360	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp. Ded. \$100	N	N	6072067343	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Coll. Ded. \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	6072067357	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6072067326 (AOS) 6079501170 (CA)	12/1/2023 12/1/2023	12/1/2024 12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Tech E&O/Cyber Liability	N	N	ZPL-5IN599A-23-15	12/1/2023	12/1/2024	Limit: \$5,000,000 SIR: \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

**APPROVED** Daniel Beecher  
By Daniel Beecher at 5:27 pm, Oct 28, 2024

CERTIFICATE HOLDER  17804140 City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach FL 33060	CANCELLATION See Attachment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CNA****CNA PARAMOUNT****Technology General Liability Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this Coverage Part; and

(2) was executed prior to:

(a) the bodily injury or property damage; or

(b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organization's financial control of a Named Insured; or

2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

**C. Grantor of Franchise**

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury as grantor of a franchise to the Named Insured.

**D. Lessor of Equipment**

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

**CNA****CNA PARAMOUNT****Technology General Liability Extension Endorsement****E. Lessor of Land**

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Lessor of Premises**

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. 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 the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**H. State or Governmental Agency or Subdivision or Political Subdivisions — Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

**CNA****CNA PARAMOUNT****Technology General Liability Extension Endorsement****I. Trade Show Event Lessor**

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is 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:
  - a. the Named Insured's acts or omissions; or
  - b. the acts or omissions of those acting on the Named Insured's behalf,in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

**J. Vendor**

Any person or organization but only with respect to such person or organization's liability for bodily injury or property damage arising out of your products which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
  - a. bodily injury or property damage for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
  - b. any express warranty unauthorized by the Named Insured;
  - c. any physical or chemical change in any product made intentionally by such person or organization;
  - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
  - g. products which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization;
  - h. bodily injury or property damage arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) the exceptions contained in Subparagraphs d. or f. above; or
    - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

**CNA****CNA PARAMOUNT****Technology General Liability Extension Endorsement**

3. This Paragraph J. also does not apply:

- a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
- b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor
- c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor
2. for bodily injury or property damage included within the products-completed operations hazard except to the extent all of the following apply:
  - a. this Coverage Part provides such coverage;
  - b. the written contract or agreement described in the opening paragraph of this ADDITIONAL INSUREDS Provision requires the Named Insured to provide the additional insured such coverage; and
  - c. the bodily injury or property damage results from your work that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

## 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

## 3. BODILY INJURY — EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

## 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit Condition is amended to add the following provisions:

### A. BROAD KNOWLEDGE OF OCCURRENCE

**CNA****CNA PARAMOUNT****Technology General Liability Extension Endorsement**

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

**5. BROAD NAMED INSURED**

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
- b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, and of this endorsement's JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:

- a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

**CNA****CNA PARAMOUNT****Technology General Liability Extension Endorsement****6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

**7. EXPECTED OR INTENDED INJURY— EXCEPTION FOR REASONABLE FORCE**

Under COVERAGES, Coverage A — Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

**8. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

**9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to bodily injury that arises out of a health care incident:

A. Under COVERAGES, Coverage A — Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to bodily injury provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:

(1) such bodily injury is caused by an occurrence that takes place in the coverage territory.

(2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence; and

B. Under COVERAGES, Coverage A — Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

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the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

## iii. add the following additional exclusions.

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any health care incident for which coverage is excluded by endorsement.

## C. DEFINITIONS is amended to:

## i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

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- ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

- iii. amend the definition of Insured to:

- a. add the following:

- the Named Insured's employees are Insureds with respect to:

(1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and

(2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

- the Named Insured's volunteer workers are Insureds with respect to:

(1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and

(2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

- c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

- D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

- b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

#### 10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to:

the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations; nor

the conduct of a current or past limited liability company in which a Named Insured's interest does/did not rise to the level of management control;

except that if the Named Insured was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the policy period, then such

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Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense, first occurred after such termination date;
- b. the bodily injury or property damage first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

**11. LEGAL LIABILITY — DAMAGE TO PREMISES**

A. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the first paragraph immediately following subparagraph (6) of the Damage to Property exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

B. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the LIMITS OF INSURANCE Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under COVERAGE A for damages because of property damage to:

- a. any one premises while rented to a Named Insured or temporarily occupied by a Named Insured with the permission of the owner; and
- b. contents of such premises if the premises is rented to the Named Insured for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The Other Insurance Condition is amended to delete Paragraph b.(1)(a)(ii), and replace it with the following:

(ii) That is property insurance for premises rented to a Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

E. This Provision 11. does not apply if liability for damage to premises rented to a Named Insured is excluded by another endorsement attached to this Coverage Part.

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A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C — Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: ; or  
 (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C — Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

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

**13. NON-OWNED AIRCRAFT**

Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

1. 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;
2. the aircraft is rented with a trained, paid crew to the Named Insured; and
3. the aircraft is not being used to carry persons or property for a charge.

**14. NON-OWNED WATERCRAFT**

Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
- (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

**15. PERSONAL AND ADVERTISING INJURY —DISCRIMINATION OR HUMILIATION**

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort: Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B — Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:  
 This insurance does not apply to:

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## Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

## 2. add the following exclusions:

This insurance does not apply to:

## Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

## Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY —DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
- attachment of an additional insured endorsement to this Coverage Part.

## 16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B —Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

## 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 contract or agreement that is an insured contract provided the offense that caused such personal or advertising injury first occurred subsequent to the execution of such insured contract. Solely for the purpose of liability assumed in an insured contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of personal and advertising injury provided:
  - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such insured contract; and
  - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered damages are alleged.

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B. Solely for the purpose of the coverage provided by this paragraph, DEFINITIONS is amended to delete the definition of insured contract in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another party to pay for personal or advertising injury arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled SUPPLEMENTARY PAYMENTS — COVERAGES A AND B:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B — Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

**17. PROPERTY DAMAGE — ELEVATORS**

A. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE — ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**18. SUPPLEMENTARY PAYMENTS**

The section entitled SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES**

Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraphs (3) and (4) of the Exclusion entitled Damage to Property, but only with respect to patterns, molds or dies that are in the care, custody or control of the Insured, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per policy period applies to this PROPERTY DAMAGE - PATTERNS MOLDS AND DIES coverage, and this limit:

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- A. is included within the General Aggregate Limit as described in LIMITS OF INSURANCE; and
- B. applies excess over any valid and collectible property insurance available to the Insured, including any deductible applicable to such insurance; the Other Insurance condition is changed accordingly.

**20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

**21. WAIVER OF SUBROGATION - BLANKET**

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- 2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.