

Price Quotation



Carol Dashiell
 Red8 LLC
 611 Anton Blvd, Suite 700
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 PHONE (949) 439-0052
 FAX (714) 939-2397
carol@red8.com

Customer: Kern Community College District 2100 Chester Ave. Bakersfield, CA 93301	Attn: Suyun Ding Phone: (661) 336-5120 Email: sding@kccd.edu
Quote Date: 01/16/2020	Quote Valid Until: 02/15/2020
Quote Number: APP26710-PRv6	FCA: Origin
Support Term: Cotermminus: 42 months	Terms: Net 30
Comments to Customer: 17089899 - NetApp FAS8200 with Trade-In 8020 NASPO MNWNC-121	

Hardware

Part Number	Product Description	Qty	Unit Price	Ext Price
FAS8200A-002	FAS8200 HA System,Premium Bundle	2	\$11,250.00	\$22,500.00
X2071A-C	HBA,4-Port HD-miniSAS,12Gb,PCIe,-C	2	\$805.00	\$1,610.00
X6566B-05-R6-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C	2	\$30.00	\$60.00
X66250-5-C	Cable,LC-LC,OM4,5m,-C	8	\$80.00	\$640.00
X66032A-C	Cable,12Gb,Mini SAS HD,2m,-C	4	\$142.50	\$570.00
X66030A-C	Cable,12Gb,Mini SAS HD,0.5m,-C	2	\$92.50	\$185.00
X6235-C	Chassis,FAS8200,AFF-A300,AC PS,-C	1	\$0.00	\$0.00
DOC-8200-C	Documents,8200,-C	1	\$0.00	\$0.00
DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2	\$0.00	\$0.00
X800-42U-R6-C	Power Cable,In-Cabinet,C13-C14,-C	6	\$0.00	\$0.00
X-02657-00-C	Rail Kit,Thin,Rnd/Sq-Hole,4-Post,Adj,24-32,-C	2	\$67.50	\$135.00
X-02659-00-C	Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32,-C	1	\$57.50	\$57.50
X6596-R6-C	SFP+ FC Optical 16Gb,-C	4	\$517.50	\$2,070.00
X6599A-R6-C	SFP+ Optical 10Gb Shortwave,-C	4	\$397.50	\$1,590.00
DS212C-07-4.0-12B-2P-C	Disk Shelf,12G,12x4TB,7.2K,2P,-C	1	\$4,230.00	\$4,230.00
DS212C-07-4.0-12B-2P-CQ	Disk Shelf,12G,12x4TB,7.2K,2P,CQ	1	\$4,230.00	\$4,230.00
X66021A-R6	Cable,Storage,MiniSAS HD,QSFP,12G,2m	8	\$62.50	\$500.00
TI-D-BASE	Trade-in Credit,D,Platform Base	1	-\$1,125.00	-\$1,125.00
TI-D-STG	Trade-in Credit,D,Storage Returns	1	-\$846.00	-\$846.00
Hardware Sub Total:				\$36,406.50

Software

Part Number	Product Description	Qty	Unit Price	Ext Price
SW-2-8200A-NVE-C	SW,Data at Rest Encryption Enabled,8200A,-C	2	\$0.00	\$0.00
SW-2-8200A-TPM-C	SW,Trusted Platform Module Enabled,8200A,-C	2	\$0.00	\$0.00
OS-ONTAP1-CAP1-PREM-2P-C	ONTAP,Per-0.1TB,PREMBNDL,Capacity,2P,-C	960	\$14.35	\$13,776.00
SW-2-CL-BASE	SW-2,Base,CL,Node	1	\$0.00	\$0.00
TI-K-SW	Trade-in Credit,K,Software Returns	1	-\$1,034.34	-\$1,034.34
Software Sub Total:				\$12,741.66

Services

Part Number	Product Description	Qty	Unit Price	Ext Price
CS-O2-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	1	\$8,911.69	\$8,911.69
CS-WARRANTY-EXTENSION	Warranty Extension	1	\$606.01	\$606.01
CS-O2-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	1	\$1,202.90	\$1,202.90
CS-WARRANTY-EXTENSION	Warranty Extension	1	\$63.45	\$63.45
Services Sub Total:				\$10,784.05

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Price Quote to Schedule
 Revision Date: 6/2017

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Renewal Services

Part Number	Product Description	Qty	Unit Price	Ext Price
CS-O2-4HR	SupportEdge Premium 4hr Onsite, Shelf Only	1	\$20,837.77	\$20,837.77
	Service Period Duration: 36 Months			
	Service Period Start Date: 05/01/2020			
	Service Period End Date: 04/30/2023			

Service Details	Qty	Service Start Date	Service End Date	Duration
R-HW Support,Premium2,4hr,e	1	5/1/2020	4/30/2023	36 Months

System Details: Product	Qty	EOSL Date	Service Start Date	Service End Date
Disk Shelf,24x900GB,6G,QS	3	1/31/2025	5/1/2020	4/30/2023
SSD SHLF,24x400GB,QS	1	6/30/2023	5/1/2020	4/30/2023

Parts will lose support after EOSL date.

Part Number	Product Description	Qty	Unit Price	Ext Price
CS-O2-4HR	SupportEdge Premium 4hr Onsite, Shelf Only, Post Warranty	1	\$3,270.33	\$3,270.33
	Service Period Duration: 2 Months			
	Service Period Start Date: 05/01/2023			
	Service Period End Date: 06/30/2023			

Service Details	Qty	Service Start Date	Service End Date	Duration
R-Ext Wty Premium2 4hr,e	1	5/1/2023	6/30/2023	2 Months
R-SW OS Subs,Premium2,4hr,e	1	5/1/2023	6/30/2023	2 Months
R-HW Support,Premium2,4hr,e	1	5/1/2023	6/30/2023	2 Months

System Details: Product	Qty	EOSL Date	Service Start Date	Service End Date
OS SW,Per-0.1TB,ONTAP,Perf-Stor,0P	648		5/1/2023	6/30/2023
OS SW,Per-0.1TB,ONTAP,UltraPerf-Stor,0P	96		5/1/2023	6/30/2023
SSD SHLF,24x400GB,QS	1	6/30/2023	5/1/2023	6/30/2023
Disk Shelf,24x900GB,6G,QS	3	1/31/2025	5/1/2023	6/30/2023

Parts will lose support after EOSL date.

Renewal Services Sub Total: \$24,108.10

Professional Services

Part Number	Product Description	Qty	Unit Price	Ext Price
QPS-NTAP-2CNTRL-2SHLF-FAS8200(A)	QPS-NetApp FAS8200(A) Install and Configure - 2 Controllers, 2 Shelves, up to 2 Switches https://redeight.box.com/v/Red8-QPS-NTAP-2CNTRL-2SHLF	1	\$5,800.00	\$5,800.00

PS Sub Total: \$5,800.00

Grand Total \$89,840.31
 Estimated Tax \$3,003.54
 Estimated Freight \$800.00

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Price Quote to Schedule
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Terms and Conditions:

This Price Quotation is subject to the terms and conditions of the **NASPO Master Agreement MNWNC-121**.

It is understood that the terms and conditions of the NASPO Master Agreement MNWNC-121 will take precedence over any terms and conditions set forth in the Kern Community College District Agreement with Independent Contractor (For Non-Public Works Services) which are in addition to or in conflict with the NASPO Master Agreement MNWNC-121 will be of no force or effect.

This transaction is exclusive of applicable tax.

Please indicate your acceptance of the terms of this Price Quotation by either: (i) issuing a purchase order to Red8, or (ii) having an authorized representative sign in the space below. Such acceptance will evidence your commitment to purchase the Software and Services identified above. Furthermore, by accepting this Price Quotation, you are agreeing to execute and return to Red8 all documentation necessary to complete this transaction within 7 days of receipt by you. Acceptance of this Price Quotation will be contingent upon final credit review and approval by Red8 management at our corporate offices in Costa Mesa, California.

This Price Quotation is proprietary and confidential to Red8. You may not disclose or distribute this Price Quotation to third parties without the prior written consent of Red8.

Sincerely,

Carol Dashiell
Client Executive

Agreed to and Accepted by:

Kern Community College District

By: Deborah A. Mait

Title: Chief Financial Officer

Date: 1/27/2020

PO #: _____



Service Brief

Red8 Services – NetApp FAS Install and ONTAP Configuration for one (1) Standalone or HA-pair, two (2) Shelves, two (2) Switches

Product Code: QPS- NTAP-2CNTRL-2SHLF-{Model if applicable}

Overview

This Service Brief Schedule (“Service Brief”) details Red8’s service offering to install a new NetApp Storage Controller, Storage Networking, and configuration of ONTAP. This service offering covers the installation of one (1) Storage Controller Standalone or High Availability (“HA”) Pair with up to two (2) external storage disk shelf enclosures, and up to two (2) cluster network switches. In addition this service includes a review of the Customer requirements for Storage Deployment, a review of the storage system configuration and a site review.

This Service Brief defines the general tasks and responsibilities to be performed by Red8 and its partners, the responsibilities of the Customer, the items specifically required to be delivered by Red8 to Customer (the “Deliverables”), and the project completion criteria.

Red8 and Partner Services Responsibilities

Project Scope and Deliverables

Pre-Installation Design and Planning

- Conduct project kick-off call
- Review and validate Service Brief tasks and deliverables with Customer
- Request and obtain necessary access for our consultants
- Send Customer Storage Installation Workbook to collect network addresses, system names, and other configuration data required
- Conduct site review and validate Customer environment
- Determine rack and cabling design for storage equipment, and review with Customer
- Determine storage layout for Aggregates, Volumes, and LUNs, and review with Customer
- Determine network data such as IP addresses, DNS, AD settings, and other relevant network data, and review with Customer

Physical Onsite Installation

- Prepare hardware (unbox, organize and verify equipment)
- Rack mount install and cable purchased products
 - NetApp FAS Standalone or HA pair (2 controllers)
 - Storage system IO cards
 - Up to two (2) clustering interconnect switches
 - Up to two (2) storage disk shelves
- Initialize disks if required
- Update storage controller firmware and ONTAP software
- Apply cluster switch configurations
- Configure service processor
- Create cluster on the first node
- Join remaining nodes to the cluster
- Synchronize the system time across the storage controllers
- Configure and verify storage failover



Service Brief

- Configure cluster high availability in a two-node cluster (if applicable)
- Install applicable storage management software

Advanced Configurations

- Create up to two (2) aggregates
- Create up to two (2) storage virtual machines as applicable
- Create up to two (2) logical interfaces per storage virtual machine
- Create load-sharing mirrors for each storage virtual machine
- Create up to two (2) LUNs / volumes for host servers to use the new storage system (if applicable)
- Create up to two (2) volumes/file systems (as applicable) for other purposes such as NAS exports
- Verify host configurations for up to two (2) hosts that will connect to the new storage
- Install host utilities for up to two (2) hosts as required (if applicable)
- Connect up to two (2) hosts to LUN targets (if applicable)
- Install any applicable VMware vCenter plugins as required
- Perform installation tests against best practices
- With Customer, test failover of controllers and validate paths
- Run Config Advisor Report to verify proper configuration

Post Installation

- Visio diagram of proposed physical equipment and cabling in rack, reviewed and approved by Customer
- As built diagram upon completion of install of equipment and cabling in rack
- Storage Installation Workbook
- Config Advisor Report
- NetAppDocs report
- Schedule and conduct a review of installed equipment and related documentation with Customer
- Completion Certificate sign-off

Assumptions

- Scheduling of installation will commence upon receipt of Purchase Order (PO) with target installation occurring within two (2) weeks
- Storage controllers/arrays have working controller-to-shelf/shelf-to-shelf data/management (if applicable) configuration according to system best practices prior to start of work
- All site preparation activities which include the environmental, space and power requirements for the new hardware systems will be met prior to consultant's arrival on site
- Work to be scheduled and performed during normal business hours, unless otherwise agreed upon
- Installation as defined in this Service Brief to be completed at a single Customer site location and within one (1) year of purchase.

Exclusions

- We are responsible for performing only the Services expressly specified in the SOW. All other services, tasks, and activities, including remediation or configuration work not described above, is considered out of scope
- Installation of any NetApp Backup & Recovery software



Service Brief

Customer Responsibilities

The Customer is responsible for providing the following at no cost to Red8:

- Prior to arrival on site, Customer will provide a knowledgeable resource that can be available to assist the service provider consultant(s)
- Prior to arrival on site, customer will provide desk space for service provider consultant to sit and work, if requested
- Designate a representative(s) to be the focal point/project manager for all communications relative to this Service Brief and manage availability of required resources
- Prior to the start of the engagement, Customer must ensure that a full and verified backup of all electronic data that is addressed by, or related to, the project activities and scope is carried out with an acceptable recovery point (i.e. data must be backed up close enough, in time, to the activity to recover all necessary data, should a restoration become necessary)
- Customer to install or configure Ethernet and/or FiberChannel switches for client access to the storage system
- Customer to install or update firmware on Customer network switches to a version supported by the storage solution configuration.
- Customer will work with the service provider consultant(s) to test failover of controller and paths
- Customer will be responsible for verifying against hosts/clients/applications
- Customer will provide elevation diagram for storage systems (as needed)
- Customer is responsible for moving equipment from the Customer's receiving area to the installation site
- Customer is responsible for ensuring that the installation site meets all space, power, and cooling requirements prior to start of work
- Assist in completing the Storage Installation Workbook
- Inform Red8 of all maintenance scheduled for systems that are included in, or affected by this Service Brief, including software and hardware upgrades and installations.
- Customer to provide a lift or resource to help with lifting the equipment to be racked.

Scheduling

The work is subject to a mutually agreeable delivery schedule and is anticipated to be within two weeks of purchase order or arrival of equipment. Red8 will provide mutually agreeable timelines for Red8 responsibilities and Customer provided information used to develop the project. If Customer fails to meet the agreed upon deadlines, or fails to provide information which delays the project, Customer will bear any expense incurred as a result of any such delay.

Change Control

Changes to this Service Brief may be initiated by providing a written request to the other party. The parties will review any change requests and advise the other party if the requested changes will be accepted, in whole or in part, and, if so, the associated costs and project impacts if any. Changes to this Service Brief will not be effective unless a Change Request Form has been executed in writing by authorized representatives of both parties.

Completion Criteria

Red8 will have fulfilled its obligations under this Service Brief when one of the following first occurs:



Service Brief

- Red8 completes the tasks listed under Red8 and Partner Services, including delivery of the Deliverables as described herein.
- The project is terminated in accordance with Customer's signed Agreement with Red8, or the Service Brief Terms and Conditions specified below, as applicable. Such termination may not relieve Customer of certain financial obligations.

At the completion of the defined project phase(s)/Service(s), the respective project Completion Certificate ("Certificate") will be completed by Red8 and Customer. Customer acknowledges that Customer's signature on the Certificate satisfies all requirements for acknowledgement of a completed and accepted project. By executing the Certificate, Customer accepts sole, full and complete responsibility for validating the completion of the tasks/milestones outlined in this Service Brief.

Miscellaneous

This Service Brief and the performance of the Services detailed herein are subject to and incorporates by reference: (i) the terms and conditions of the applicable signed Agreement between Red8 and Customer; or (ii) in the absence thereof, the Service Brief Terms and Conditions as specified below.



Service Brief

Terms and Conditions

1. Sale: Red8 agrees to sell and Customer agrees to purchase from Red8 (i) the machines, features and manufacturer support as listed on the Price Quotation (the “Equipment”) and (ii) the Services, as listed above (the “Services”) and the items specifically required to be delivered by Red8 to Customer (the “Deliverables”). Red8 agrees to distribute and Customer agrees to acquire from Red8 the licensed products (the “Software”), as listed on the Price Quotation, which will be licensed by Customer pursuant to the terms of the Software owner’s standard licensing terms.

2. Sales Price and Fees: The sales price of the Equipment and fees for the Software and Services are set forth on the Price Quotation. Customer will make payment within 30 days of the issuance of Red8’s invoice. If payment as specified is not received by Red8 when due, Customer shall, to the extent permitted by law, pay on demand as a late charge, interest in an amount equal to the lesser of 1.5% per month or the maximum rate permitted by law, of all past due amounts.

3. Transportation and Risk of Loss: Delivery terms will be FCA Origin unless otherwise provided in the Price Quotation. Red8 shall deliver the Equipment in accordance with the written shipping instructions of Customer. Customer shall bear the risk of damage, loss and destruction from every cause once the Equipment has been tendered to the freight carrier at the point of shipment. The Customer shall pay for all shipping, handling and transit insurance charges for the Equipment to the delivery location. Red8 will not insure the shipment unless requested by Customer.

4. Acceptance: (a) **For Equipment:** Customer shall inspect the Equipment upon delivery, and Customer shall be responsible for notifying Red8 of any shortage within 5 days of the delivery of the Equipment. Customer’s failure to advise Red8 of such shortage claim within the specified time period will be deemed unconditional acceptance and will release Red8 from any liability for damages. Any claim by Customer for damage occurring during shipment shall be made directly with the carrier, and shall not relieve Customer of its duty to pay the sales price to Red8. No return of the Equipment to Red8 is permitted without the prior written consent of Red8. (b) **For Services:** Upon completion of the defined project phase(s) or Services(s) as outlined in this Service Brief, Red8 shall provide Customer with a Completion Certificate (“Certificate”). Customer shall provide written notice of acceptance or rejection of such Services within 10 business days of receipt of the Certificate as follows: If the Deliverables meet the acceptance criteria in this Service Brief, Customer shall sign and return the Certificate, confirming acceptance of such Deliverables. If Customer reasonably believes that a Deliverable does not meet the acceptance criteria as specified in this Service Brief, Customer shall notify Red8 in writing of its specific reasons for rejecting such Deliverable within 10 business days of Customer’s receipt of the Certificate. Red8 shall correct and resubmit to Customer any timely rejected Deliverables for review and acceptance, together with a new Certificate. Failure to return a Certificate within 10 business days shall be deemed acceptance of the Services. (c) **For Software:** The acceptance of Software shall be pursuant to the terms and conditions of the Software owner’s standard licensing terms.

5. Installation: Customer shall assume all applicable installation charges. Customer shall provide a suitable place of installation, any necessary electrical power outlets and heating, ventilation and air conditioning required for operating the Equipment as provided in the manufacturer’s installation manual.

6. Title and Security Interest: Title to the Equipment shall vest in Customer upon tender of the Equipment to the carrier. Customer hereby grants to Red8 and its successors and assigns a security interest in the Equipment and Software and all proceeds thereof to secure the prompt payment by Customer when due of all amounts payable to Red8 and all other obligations of Customer contained in this Service Brief. Customer authorizes Red8 to file such financing statements as may be necessary to evidence Red8’s security interest.



Service Brief

7. Taxes: Customer shall assume all financial responsibility for taxes (payable at the time of sale or thereafter) related solely to the sale of Equipment, the licensing of the Software or the performance of Services (except taxes based on the gross or net income of Red8) or provide Red8 with tax exemption and income tax withholding certificates acceptable to the taxing authorities.

8. Termination and Remedies: The occurrence of any one or more of the following Events of Default constitutes a default under this Service Brief: (i) the failure of Customer to pay any amounts when due if that failure continues for 10 days after written notice; (ii) the failure of either party to perform any other material term or condition of this Service Brief if that failure continues for 30 days after written notice; or (iii) an assignment by either party for the benefit of creditors, the failure by a party to pay its debts when due, the insolvency of a party, the filing by a party or the filing against a party of any petition under any bankruptcy or insolvency law or for the appointment of a trustee or other officer with similar powers, the adjudication of a party as insolvent, the liquidation of a party, or the taking of any action for the purpose of the foregoing. Upon the occurrence of any of the foregoing Events of Default, the non-defaulting party may terminate this Service Brief. In addition to the right to terminate, the non-defaulting party shall retain all remedies available to it at law or in equity.

9. Force Majeure: Red8 shall not be liable for delays in delivery of the Services, Software or Equipment for any cause beyond Red8's reasonable control including, but not limited to (a) government action, including without limitation laws, orders, and regulations, (b) war, riots, civil commotion, embargoes or martial laws, (c) strike or other labor difficulty, (d) fire, flood or other casualty, or (e) other contingencies of manufacture or shipment. In the event of any delay in Red8's performance due in whole or in part to such causes, Red8 shall have such additional time for performance as may be reasonably necessary under the circumstances, but this Service Brief shall otherwise remain in full force and effect. Acceptance by Customer of any Services, Software or Equipment shall constitute a waiver by Customer of any claim for damages on account of any delay in delivery of such Services, Software or Equipment.

10. Warranties and Disclaimers: (a) **For Equipment:** Red8 warrants that it will be the owner of the Equipment when it is delivered, free and clear of any liens and encumbrances, with the full right to sell the Equipment to Customer. To the extent permitted by applicable law and agreements, Red8 hereby assigns to Customer any applicable manufacturer's warranty, if any. Customer, recognizing that Red8 is not the manufacturer of the Equipment, agrees that its purchase of the Equipment is on an "as is, where is" basis and expressly waives any claim against Red8 based upon any infringement or alleged infringement of any patent, copyright or trademark with respect to the Equipment. (b) **For Services:** Red8 warrants that (i) it shall perform all Services in a professional manner using qualified personnel and in accordance with the highest standards of Red8's industry, (ii) Red8 has the expertise necessary to provide the Services, and (iii) the Services will materially conform to the specifications set forth in this Service Brief. (c) **For Software:** Red8 warrants that following Customer's payment of any license fees for any Software, Customer shall have the right to use such Software on the Software owner's terms and conditions applicable to such Software. Red8 further warrants that it is an authorized distributor of the Software.

THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND OF ANY OTHER OBLIGATION ON THE PART OF RED8. CUSTOMER ACKNOWLEDGES THAT IT HAS MADE THE SELECTION OF THE EQUIPMENT, THE SOFTWARE AND SERVICES BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON STATEMENTS MADE BY RED8.

11. Limitation of Liability: IN NO EVENT WILL RED8 BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS, SAVINGS, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, OR LOST OR CORRUPTED DATA OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE SALE OF EQUIPMENT, THE DISTRIBUTION OF SOFTWARE OR THE PROVISION OF SERVICES HEREUNDER. Red8's liability to Customer from any cause whatsoever arising out of this Service Brief will not in any event exceed in the aggregate the amount paid by



Service Brief

Customer for the Equipment, Software or Services, as applicable, giving rise to the claim. No action arising out of the transactions under this Service Brief may be brought by Customer more than 1 year after the damage or loss occurred.

12. Support: Customer acknowledges that any support in connection with the Equipment will be provided directly to Customer by the manufacturer pursuant to the manufacturer's support terms. Any such support terms shall be separate and distinct from this Service Brief and Red8 and its assigns shall not have any rights or obligations thereunder or with respect to any such support.

13. Software: Red8 and Customer acknowledge that the Equipment listed in the Price Quotation may include software in which Red8 has no ownership or other proprietary rights and no such title or rights shall be transferred to Customer hereunder. Red8 does have the right to distribute the Software pursuant to a reseller agreement, and Customer agrees to enter into a license or other agreement directly with the Software owner for the use of the Software. Any agreement with respect to the Software shall be separate and distinct from this Service Brief and Red8 and its assigns shall not have any rights or obligations thereunder or with respect to such Software.

14. Use of Equipment and Software: Customer shall comply with the manufacturer's or supplier's specifications in connection with the Equipment and Software. Certain Equipment and Software may not be authorized by the manufacturer or supplier for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life or other serious property damage. If Customer uses the Equipment or Software in any such applications or fails to comply with all Equipment and Software specifications, Customer acknowledges that such use or non-compliance is at Customer's sole risk.

15. Export Compliance: If Customer exports, imports or otherwise transfers the Equipment or Software, Customer will be responsible for complying with all applicable laws, rules and regulations and for obtaining any required authorizations.

16. Notices: Any notice with regard to this Service Brief shall be in writing and sent by registered or certified mail, postage prepaid or receipted courier service, addressed to any address of which notice has been given. Notice shall be effective upon receipt or 3 days after being sent out, whichever occurs first.

17. Non-Solicitation of Employees: Neither party will solicit the services of any employee or contracted partner's employee who may have performed Services under this Service Brief until one year after the expiration or termination of this Service Brief, unless approved by duly authorized representatives of both parties in writing.

18. Proprietary Rights: Red8 will retain exclusive ownership in all materials, including but not limited to reports, drawings, findings, manuals, procedures and recommendations that are prepared by Red8 during the course of performing the Services ("Work Product"), as well as any ideas, concepts, know-how, documentation, methodology and techniques developed by Red8 under this Service Brief. In addition, Red8 will retain all rights with respect to the processes, tools, software and materials it uses to produce the Work Product or otherwise used in performing the Services ("Red8 Materials"). Subject to payment in full for the applicable Services, Red8 grants to Customer a non-exclusive, non-transferable, royalty-free right to use the Work Product, and any Red8 Materials incorporated into the Work Product, solely for Customer's internal use.

19. Confidentiality: Confidential Information under this Service Brief means any and all technical and non-technical information either party provides to the other party hereunder that is marked or otherwise identified at the time of disclosure as confidential or proprietary, including price quotations, sales proposals, trade secrets, know-how, firmware, designs, schematics, techniques, software code, technical documentation, specifications, plans or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plan or financial or personnel matter relating to either party, its present or future products, sales, suppliers, customers, employees, investors or business, whether in written, oral, graphic or electronic form. Confidential Information will remain the property of the disclosing party.

Service Brief

The parties to this Service Brief will keep all Confidential Information herein, whether in writing or by other disclosure, confidential and will not, without the prior written consent of the disclosing party, publish, disclose or otherwise make available, directly or indirectly, any item of Confidential Information to any person other than its employees, agents, or contractors who have a need to know in the performance of their duties and who are under a similar written obligation limiting the use and disclosure of the disclosing party's Confidential Information. The receiving party further agrees that it will use the Confidential Information solely in connection with the performance or receipt of the Services. The parties will protect and maintain the confidentiality of all Confidential Information with the same degree of care as it employs to protect its own Confidential Information, but at least with a reasonable degree of care. Neither party will copy, duplicate, reverse engineer, reverse compile or attempt to derive the composition or underlying information of any Confidential Information. Confidential Information does not include any data or information which: (a) was in the receiving party's lawful possession prior to the submission thereof by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party under no obligation of confidentiality; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no act or failure to act by the receiving party; or (e) a party is required to disclose in response to an order by a court or government agency (with respect to which the receiving party shall, if legally permissible, give prompt notice to the disclosing party of such order). Notwithstanding the foregoing, any technical information regarding Services will be deemed the Confidential Information of Red8, regardless of marking or identification.

20. Change Control: Changes to this Service Brief may be initiated by providing a written request to the other party. The parties will review any change requests and advise the other party if the requested changes will be accepted, in whole or in part, and, if so, the associated costs and project impacts if any. Changes to this Service Brief will not be effective unless a Change Request Form has been executed by authorized representatives of both parties.

21. Miscellaneous:

A. This Service Brief is made in California upon acceptance, and shall be governed by and construed in accordance with its laws, including all matters of construction, validity, performance, and enforcement, but without regard to its conflict of laws provisions. Both Red8 and Customer specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Orange County, California in any dispute arising out of this Service Brief. ALL TRANSACTIONS UNDER THIS SERVICE BRIEF EXCLUDE THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

B. This Service Brief may not be assigned in whole or in part by Customer without the prior written consent of Red8, and any attempted assignment without consent shall be void. Red8 and Customer hereby acknowledge and agree that Red8 may subcontract all or any portion of the Services it is performing under this Service Brief. Red8 agrees that all of the terms and conditions contained herein shall be binding upon Red8's authorized subcontractors.

C. This Service Brief contains the entire understanding between the parties and supersedes any prior understanding and agreements between Red8 and Customer concerning its subject matter. There are no other oral or written representations, agreements, or understandings between the parties. No provision of this Service Brief may be amended, modified or waived unless agreed to in writing by Customer and Red8.

D. In the event either party to this Service Brief shall elect to enforce the terms and conditions of this Service Brief in any arbitration or litigation, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and cost, including those incurred on appeal, as determined by the arbitrator or court.

E. Those terms and conditions of this Service Brief which would, by their meaning and intent, survive the termination or expiration of this Service Brief, will so survive.



Service Brief

F. Red8 is an independent contractor and nothing in this Service Brief shall be construed to create a partnership, joint venture, or agency relationship between the parties.

G. It is understood that the terms and conditions of this Service Brief shall take precedence over any terms set forth in Customer's purchase order. Terms and conditions on Customer's purchase order or other acknowledgment form, which are in addition to, or in conflict with this Service Brief, will be of no force or effect.

22. Indemnification and Insurance

(a) Indemnification Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Service Brief or breach of its terms. The total liability of Customer under this agreement shall not exceed \$2,000,000.00.

(b) Insurance Each party shall obtain, pay for and maintain in effect during the life of this Service Brief the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.

Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Service Brief.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2020

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.

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.

PRODUCER License # 0757776 Santa Barbara, CA - HUB International Insurance Services Inc. PO Box 3310 Santa Barbara, CA 93130-3310
CONTACT NAME: Stacey Galvan PHONE (A/C, No, Ext): (805) 777-7394 FAX (A/C, No): E-MAIL ADDRESS: Stacey.Galvan@hubinternational.com
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A : Atlantic Specialty Ins. Co. 27154
INSURER B : Berkley National Insurance Company 38911
INSURER C : Underwriters at Lloyd's London 15792
INSURER D :
INSURER E :
INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and E&O/Prof. Technology.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Kern Community College District is included as an additional insured under the general liability policy, additional insured coverage applies when required by written contract per the attached form #VCG 207 06 18.

30 day Notice of Cancellation shall be provided by the General Liability carrier - form to follow upon issuance by carrier.

Revised 01/08/2020 This certificate rescinds and supersedes any and all prior certificates issued on behalf of the Named Insured.

CERTIFICATE HOLDER: Kern Community College District 2100 Chester Ave. Bakersfield, CA 93301-0000
CANCELLATION: 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: [Signature]

NAMED INSURED

- Insight Investments Corp. (parent)
- Insight Investments, LLC (Leasing Business/ members greater than 5%: Insight Investments, LLC 94.19%, Fuyo General Lease USA 5.806%)
- IIC Canada Holding, Inc. (sole shareholder: Insight Investments, LLC)
- Insight Technology Finance Corp. (sole shareholder: IIC Canada Holding, Inc.)
- Insight Managed Services LLC (members: Insight Investments, LLC 100%)

- Insight Investments Corporation 401(k) Plan
- ISE, LLC (inactive/2ndGear LLC)
- IIS, LLC (inactive/Red8 LLC))
- Red8 LLC
- 2ndGear LLC
- Na Pali Coast Capital LLC

MAILING ADDRESS

611 Anton Blvd., Ste. 700
Costa Mesa, CA 92626

This is our understanding of your entire list of named insureds. This list may or may not appear on every policy. Each policy should be reviewed to confirm the appropriate list of named insureds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROAD FORM GENERAL LIABILITY ENDORSEMENT –
TECHNOLOGY COMPANIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Section I – Coverages</p> <ol style="list-style-type: none"> 1. Expected or Intended Injury (Property Damage) 2. Non-Owned Aircraft and Watercraft Under 55 Feet 3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators 4. Personal and Advertising Injury Exclusions <ol style="list-style-type: none"> a. Insureds in Media and Internet Type Businesses b. Electronic Chatrooms or Bulletin Boards 5. Medical Payments – Increased Limits and Time Period 6. Product Recall Expense Coverage 7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings <p>B. Section II – Who is an Insured</p> <ol style="list-style-type: none"> 1. Broadened Named Insured 2. Additional Insured – Broad Form Vendor 3. Additional Insured – Written Contract, Agreement, Permit or Authorization 	<ol style="list-style-type: none"> 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics 5. User of Covered Watercraft 6. Newly Acquired or Formed Organizations <p>C. Section III – Limits of Insurance – Aggregate Limit Per Location</p> <p>D. Section IV – Commercial General Liability Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Occurrence, Offense, Claim or Suit 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Coverage Territory – Worldwide 3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight
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A. Section I – Coverages

1. Expected or Intended Injury (Property Damage)

The following is added to Exclusion 2.a. **Expected Or Intended Injury of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

This exclusion does not apply to “property damage” resulting from the use of reasonable force to protect persons or property.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion 2.g. Aircraft, Auto or Watercraft of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:

This exclusion does not apply to an aircraft that is:

- (a) Hired, chartered or loaned with a paid crew; and
- (b) Not owned by any insured.

b. The following replaces Exclusion 2.g.(2)(a) of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:

- (a) Less than 55 feet long; and

- c. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators

- a. The following is added to Exclusion **2.j. Damage To Property** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

Paragraph **(1)** of this exclusion does not apply to “property damage” to real property you rent or temporarily occupy with permission of the owner.

Paragraph **(4)** of this exclusion does not apply to “property damage” to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to “property damage” arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph **6.** of **Section III – Limits Of Insurance**:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph **b.(1)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

4. Personal and Advertising Injury Exclusions

- a. **Insureds in Media and Internet Type Businesses**

The following replaces Exclusion **2.j. Insureds In Media And Internet Type Businesses** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

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

- (1)** Advertising, broadcasting, publishing or telecasting; or
- (2)** Designing or determining content of web sites for others.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of “personal and advertising injury” under the Definitions section.

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

- b. **Electronic Chatrooms or Bulletin Boards**

The following replaces Exclusion **2.k. Electronic Chatrooms Or Bulletin Boards** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

“Personal and advertising injury” arising out of an electronic chatroom or bulletin board the insured hosts, owns or maintains for others.

5. Medical Payments – Increased Limits and Time Period

The following provisions are modified only if Coverage **C** is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

- a. The following replaces Paragraph **a.(3)(b)** in Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**:

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

- b. The following is added to Paragraph 7. of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage C is the greater of \$15,000 per person or the amount shown in the Declarations.

6. Product Recall Expense Coverage

- a. The following is added to **Section I – Coverages**:

Product Recall Expense Schedule	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

PRODUCT RECALL EXPENSE COVERAGE

We will pay “product recall expense” incurred by you or on your behalf for a “covered recall” to which this insurance applies. This insurance applies to “product recall expense” for a “covered recall” that takes place in the “coverage territory” and during the policy period. The amount we will pay for “product recall expense” is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of “product recall expense” in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each “covered recall” that is initiated.

- b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all “product recall expense” incurred for all “covered recalls” initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all “product recall expenses” arising out of any one “covered recall” for the same defect or deficiency.

- c. The following is added **Section IV – Commercial General Liability Conditions**:

Duties In The Event Of “Covered Recall”

1. You must report a “covered recall” to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.
2. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. You must see to it that the following are done as soon as practicable after an actual or anticipated “covered recall” that may result in “product recall expense”:
 - (a) Give us notice of any discovery or notification that “your product” must be withdrawn or recalled, including a description of “your product” and the reason for the withdrawal or recall;
 - (b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in “product recall expense”;
 - (c) As often as may be reasonably required, permit us to:
 - (1) Inspect “your product” and take damaged and undamaged samples of “your products” for inspection, testing and analysis; and
 - (2) Examine and make copies from your books and records;
 - (d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and

- (e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.
- d. The following are added to **Section V – Definitions**:

“Covered recall” means a recall of “your product” made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in “your product” has resulted in, or will result in, “bodily injury” or “property damage”.

“Product recall expense”:

- a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling “your product”:
 - (1) Expenses for communications, including broadcast announcements or printed “advertisements” and associated stationery, envelopes and postage;
 - (2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Expenses for overtime paid to your regular non-salaried “employees”;
 - (4) Expenses for hiring “temporary workers”;
 - (5) Expenses incurred by “employees”, including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space; or
 - (7) Expenses for proper disposal of “your product” if the disposal is necessary to avoid “bodily injury” or “property damage” and is other than regularly used to discard, trash or dispose of “your product”.
- b. Does not include the following:
 - (1) Damages, fines or penalties;
 - (2) Defense expenses;
 - (3) The cost of regaining your market share, goodwill, revenue or profit; or
 - (4) Any expenses resulting from:
 - (a) Failure of any product to accomplish its intended purpose;
 - (b) Breach of warranties of fitness, quality, durability or performance;
 - (c) Loss of customer approval, or any cost incurred to regain customer approval;
 - (d) Redistribution or replacement of “your product” that was recalled with like products or substitutes;
 - (e) The insured’s caprice or whim;
 - (f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or
 - (g) Recall of “your products” that have no known or suspected defect solely because a known or suspected defect in another of “your products” has been found.

7. **Supplementary Payments – Cost of Bail Bonds and Loss of Earnings**

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.

B. Section II – Who is an Insured

1. Broadened Named Insured

Section II – Who Is An Insured is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

2. Additional Insured – Broad Form Vendor

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as “vendor”) with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” that are distributed or sold in the regular course of the vendor’s business. But none of these vendors are an additional insured:

- (1) If the “products-completed operations hazard” is excluded under the Coverage Part or by endorsement;
- (2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
- (3) For “bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such “bodily injury” or “property damage” in the absence of that contract or agreement; or
- (4) For “bodily injury” or “property damage” caused by or arising out of:
 - (a) Any express warranty not authorized by you;
 - (b) Any physical or chemical change in the product made intentionally by the vendor;
 - (c) 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;
 - (d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor’s premises in connection with the sale of the product;
 - (f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
 - (i) In the course of repackaging “your products” in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;
 - (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the vendor’s premises in connection with the sale of the product; or
 - (iii) An inspection, adjustment, test or servicing of “your products” the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. The insurance afforded to such vendor under Paragraph a. above:

- (1) Applies only to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.

c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. Additional Insured – Written Contract, Agreement, Permit or Authorization

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

- (1) “Bodily injury”, “property damage” or “personal and advertising injury” in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;
- (2) “Bodily injury”, “property damage” or “personal and advertising injury” in the maintenance, operation or use of equipment leased to you by such person or organization; or
- (3) “Bodily injury”, “property damage” or “personal and advertising injury” in connection with premises you own, rent, lease or occupy.

- b. The insurance afforded to an additional insured under Paragraph a. above does not apply:

(1) Unless:

- (a) The contract or agreement is executed, or the permit or authorization is issued, before the “bodily injury”, “property damage” or “personal and advertising injury” occurs; and
- (b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

- (a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;
- (b) Lessor of equipment after the equipment lease terminates or expires;
- (c) Owner or other interests from whom land has been leased;
- (d) Manager or lessor of premises if:
 - (i) The “occurrence” takes place after you cease to be a tenant in that premises; or
 - (ii) The “bodily injury”, “property damage” or “personal and advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (e) Person or organization if the “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

- (f) "Bodily injury" or "property damage" occurring after:
 - (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - c. The insurance afforded to an additional insured under Paragraph **a.** above:
 - (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.
 - d. With respect to the insurance afforded to an additional insured under Paragraph **a.** above:
 - (1) The following is added to Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

Regardless of the provisions of Paragraphs **a.** and **b.** above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:

 - (1) Such additional insured is a Named Insured under that other insurance; and
 - (2) You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.
 - (2) The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

 - a. Required by the contract, agreement, permit or authorization; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.
- 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics**
- a. The following is added to Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured**:

But an "employee" or "volunteer worker" employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.
 - b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured "employee" or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.
- 5. User of Covered Watercraft**
- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:
 - a. "Bodily injury" to that person's or organization's "employee"; or
 - b. "Property damage" to property:
 - (1) Owned, occupied or used by; or
 - (2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;

that person or organization.

- b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

6. Newly Acquired or Formed Organizations

The following replaces Paragraph **3.a.** of **Section II – Who Is An Insured**:

- a. Coverage under this provision is afforded only until the end of the policy period;

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph **2.** of **Section III – Limits Of Insurance**:

The General Aggregate Limit applies separately to each “location” of yours. As used in this provision, “location” means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties in the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**:

The requirements that you must notify us of an “occurrence”, offense, claim or “suit”, or send us documents concerning a claim or “suit”, apply only if the “occurrence”, offense, claim or “suit” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An “executive officer” or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an “occurrence” or an offense that may result in a claim does not apply if you report the “occurrence” or offense to your workers’ compensation insurer and that “occurrence” or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an “occurrence” or offense is a liability claim rather than a workers’ compensation claim, you must comply with all parts of Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

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

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” included within the “products-completed operations hazard” if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the “bodily injury” or “property damage” occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **3.** of **Section V – Definitions**:

“Bodily injury” includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Coverage Territory – Worldwide

The following replaces Paragraph **4.** of **Section V – Definitions**:

4. “Coverage territory” means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured’s

responsibility to pay damages must be determined in a settlement we agree to or in a “suit” on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

The following is added after Paragraph **12.f.(1)** of **Section V – Definitions**:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered “mobile equipment” and not an “auto”.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2020

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 License # 0757776 Santa Barbara, CA - HUB International Insurance Services Inc. PO Box 3310 Santa Barbara, CA 93130-3310	CONTACT NAME: Stacey Galvan PHONE (A/C, No, Ext): (805) 777-7394 FAX (A/C, No): E-MAIL ADDRESS: Stacey.Galvan@hubinternational.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Insight Investments, Corp. 611 Anton Blvd Ste 700 Costa Mesa, CA 92626-7050	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A : Atlantic Specialty Ins. Co.</td> <td style="text-align: right;">27154</td> </tr> <tr> <td>INSURER B : Berkley National Insurance Company</td> <td style="text-align: right;">38911</td> </tr> <tr> <td>INSURER C : Underwriters at Lloyd's London</td> <td style="text-align: right;">15792</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Atlantic Specialty Ins. Co.	27154	INSURER B : Berkley National Insurance Company	38911	INSURER C : Underwriters at Lloyd's London	15792	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		711-01-29-26-0008	11/15/2019	1/30/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			711-01-29-26-0008	11/15/2019	1/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			711-01-29-26-0008	11/15/2019	1/30/2021	EACH OCCURRENCE	\$ 20,000,000
							AGGREGATE	\$ 20,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			TWC 7009912-14	1/30/2020	1/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	E&O/PROF. TECHNOLOGY			W1215B190901	11/15/2019	1/30/2021	Aggregate	2,000,000

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

Corrects WC Policy Dates

Kern Community College District is included as an additional insured under the general liability policy, additional insured coverage applies when required by written contract per the attached form #VCG 207 06 18.

30 day Notice of Cancellation shall be provided by the General Liability carrier - form to follow upon issuance by carrier.

Revised 01/08/2020 This certificate rescinds and supersedes any and all prior certificates issued on behalf of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

Kern Community College District 2100 Chester Ave. Bakersfield, CA 93301-0000	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
--	---

NAMED INSURED

- Insight Investments Corp. (parent)
- Insight Investments, LLC (Leasing Business/ members greater than 5%: Insight Investments, LLC 94.19%, Fuyo General Lease USA 5.806%)
- IIC Canada Holding, Inc. (sole shareholder: Insight Investments, LLC)
- Insight Technology Finance Corp. (sole shareholder: IIC Canada Holding, Inc.)
- Insight Managed Services LLC (members: Insight Investments, LLC 100%)

- Insight Investments Corporation 401(k) Plan
- ISE, LLC (inactive/2ndGear LLC)
- IIS, LLC (inactive/Red8 LLC))
- Red8 LLC
- 2ndGear LLC
- Na Pali Coast Capital LLC

MAILING ADDRESS

611 Anton Blvd., Ste. 700
Costa Mesa, CA 92626

This is our understanding of your entire list of named insureds. This list may or may not appear on every policy. Each policy should be reviewed to confirm the appropriate list of named insureds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROAD FORM GENERAL LIABILITY ENDORSEMENT –
TECHNOLOGY COMPANIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Section I – Coverages</p> <ol style="list-style-type: none"> 1. Expected or Intended Injury (Property Damage) 2. Non-Owned Aircraft and Watercraft Under 55 Feet 3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators 4. Personal and Advertising Injury Exclusions <ol style="list-style-type: none"> a. Insureds in Media and Internet Type Businesses b. Electronic Chatrooms or Bulletin Boards 5. Medical Payments – Increased Limits and Time Period 6. Product Recall Expense Coverage 7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings <p>B. Section II – Who is an Insured</p> <ol style="list-style-type: none"> 1. Broadened Named Insured 2. Additional Insured – Broad Form Vendor 3. Additional Insured – Written Contract, Agreement, Permit or Authorization 	<ol style="list-style-type: none"> 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics 5. User of Covered Watercraft 6. Newly Acquired or Formed Organizations <p>C. Section III – Limits of Insurance – Aggregate Limit Per Location</p> <p>D. Section IV – Commercial General Liability Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Occurrence, Offense, Claim or Suit 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Coverage Territory – Worldwide 3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight
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A. Section I – Coverages

1. Expected or Intended Injury (Property Damage)

The following is added to Exclusion 2.a. **Expected Or Intended Injury of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

This exclusion does not apply to “property damage” resulting from the use of reasonable force to protect persons or property.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion 2.g. Aircraft, Auto or Watercraft of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:

This exclusion does not apply to an aircraft that is:

- (a) Hired, chartered or loaned with a paid crew; and
- (b) Not owned by any insured.

b. The following replaces Exclusion 2.g.(2)(a) of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:

- (a) Less than 55 feet long; and

- c. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators

- a. The following is added to Exclusion **2.j. Damage To Property** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

Paragraph **(1)** of this exclusion does not apply to “property damage” to real property you rent or temporarily occupy with permission of the owner.

Paragraph **(4)** of this exclusion does not apply to “property damage” to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to “property damage” arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph **6.** of **Section III – Limits Of Insurance**:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph **b.(1)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

4. Personal and Advertising Injury Exclusions

- a. **Insureds in Media and Internet Type Businesses**

The following replaces Exclusion **2.j. Insureds In Media And Internet Type Businesses** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

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

- (1)** Advertising, broadcasting, publishing or telecasting; or
(2) Designing or determining content of web sites for others.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of “personal and advertising injury” under the Definitions section.

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

- b. **Electronic Chatrooms or Bulletin Boards**

The following replaces Exclusion **2.k. Electronic Chatrooms Or Bulletin Boards** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

“Personal and advertising injury” arising out of an electronic chatroom or bulletin board the insured hosts, owns or maintains for others.

5. Medical Payments – Increased Limits and Time Period

The following provisions are modified only if Coverage **C** is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

- a. The following replaces Paragraph **a.(3)(b)** in Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**:

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

- b. The following is added to Paragraph 7. of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage C is the greater of \$15,000 per person or the amount shown in the Declarations.

6. Product Recall Expense Coverage

- a. The following is added to **Section I – Coverages**:

Product Recall Expense Schedule	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

PRODUCT RECALL EXPENSE COVERAGE

We will pay “product recall expense” incurred by you or on your behalf for a “covered recall” to which this insurance applies. This insurance applies to “product recall expense” for a “covered recall” that takes place in the “coverage territory” and during the policy period. The amount we will pay for “product recall expense” is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of “product recall expense” in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each “covered recall” that is initiated.

- b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all “product recall expense” incurred for all “covered recalls” initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all “product recall expenses” arising out of any one “covered recall” for the same defect or deficiency.

- c. The following is added **Section IV – Commercial General Liability Conditions**:

Duties In The Event Of “Covered Recall”

1. You must report a “covered recall” to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.
2. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. You must see to it that the following are done as soon as practicable after an actual or anticipated “covered recall” that may result in “product recall expense”:
 - (a) Give us notice of any discovery or notification that “your product” must be withdrawn or recalled, including a description of “your product” and the reason for the withdrawal or recall;
 - (b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in “product recall expense”;
 - (c) As often as may be reasonably required, permit us to:
 - (1) Inspect “your product” and take damaged and undamaged samples of “your products” for inspection, testing and analysis; and
 - (2) Examine and make copies from your books and records;
 - (d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and

- (e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.
- d. The following are added to **Section V – Definitions**:

“Covered recall” means a recall of “your product” made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in “your product” has resulted in, or will result in, “bodily injury” or “property damage”.

“Product recall expense”:

- a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling “your product”:
 - (1) Expenses for communications, including broadcast announcements or printed “advertisements” and associated stationery, envelopes and postage;
 - (2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Expenses for overtime paid to your regular non-salaried “employees”;
 - (4) Expenses for hiring “temporary workers”;
 - (5) Expenses incurred by “employees”, including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space; or
 - (7) Expenses for proper disposal of “your product” if the disposal is necessary to avoid “bodily injury” or “property damage” and is other than regularly used to discard, trash or dispose of “your product”.
- b. Does not include the following:
 - (1) Damages, fines or penalties;
 - (2) Defense expenses;
 - (3) The cost of regaining your market share, goodwill, revenue or profit; or
 - (4) Any expenses resulting from:
 - (a) Failure of any product to accomplish its intended purpose;
 - (b) Breach of warranties of fitness, quality, durability or performance;
 - (c) Loss of customer approval, or any cost incurred to regain customer approval;
 - (d) Redistribution or replacement of “your product” that was recalled with like products or substitutes;
 - (e) The insured’s caprice or whim;
 - (f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or
 - (g) Recall of “your products” that have no known or suspected defect solely because a known or suspected defect in another of “your products” has been found.

7. **Supplementary Payments – Cost of Bail Bonds and Loss of Earnings**

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.

B. Section II – Who is an Insured

1. Broadened Named Insured

Section II – Who Is An Insured is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

2. Additional Insured – Broad Form Vendor

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as “vendor”) with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” that are distributed or sold in the regular course of the vendor’s business. But none of these vendors are an additional insured:

- (1) If the “products-completed operations hazard” is excluded under the Coverage Part or by endorsement;
- (2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
- (3) For “bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such “bodily injury” or “property damage” in the absence of that contract or agreement; or
- (4) For “bodily injury” or “property damage” caused by or arising out of:
 - (a) Any express warranty not authorized by you;
 - (b) Any physical or chemical change in the product made intentionally by the vendor;
 - (c) 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;
 - (d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor’s premises in connection with the sale of the product;
 - (f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
 - (i) In the course of repackaging “your products” in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;
 - (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the vendor’s premises in connection with the sale of the product; or
 - (iii) An inspection, adjustment, test or servicing of “your products” the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. The insurance afforded to such vendor under Paragraph a. above:

- (1) Applies only to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.

c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. Additional Insured – Written Contract, Agreement, Permit or Authorization

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

- (1) “Bodily injury”, “property damage” or “personal and advertising injury” in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;
- (2) “Bodily injury”, “property damage” or “personal and advertising injury” in the maintenance, operation or use of equipment leased to you by such person or organization; or
- (3) “Bodily injury”, “property damage” or “personal and advertising injury” in connection with premises you own, rent, lease or occupy.

- b. The insurance afforded to an additional insured under Paragraph a. above does not apply:

(1) Unless:

- (a) The contract or agreement is executed, or the permit or authorization is issued, before the “bodily injury”, “property damage” or “personal and advertising injury” occurs; and
- (b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

- (a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;
- (b) Lessor of equipment after the equipment lease terminates or expires;
- (c) Owner or other interests from whom land has been leased;
- (d) Manager or lessor of premises if:
 - (i) The “occurrence” takes place after you cease to be a tenant in that premises; or
 - (ii) The “bodily injury”, “property damage” or “personal and advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (e) Person or organization if the “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

- (f) "Bodily injury" or "property damage" occurring after:
 - (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The insurance afforded to an additional insured under Paragraph **a.** above:
 - (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.
- d. With respect to the insurance afforded to an additional insured under Paragraph **a.** above:
 - (1) The following is added to Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:
Regardless of the provisions of Paragraphs **a.** and **b.** above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:
 - (1) Such additional insured is a Named Insured under that other insurance; and
 - (2) You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.
 - (2) The following is added to **Section III – Limits Of Insurance**:
The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract, agreement, permit or authorization; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics

- a. The following is added to Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured**:
But an "employee" or "volunteer worker" employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.
- b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:
This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured "employee" or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.

5. User of Covered Watercraft

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:
 - a. "Bodily injury" to that person's or organization's "employee"; or
 - b. "Property damage" to property:
 - (1) Owned, occupied or used by; or
 - (2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;
 that person or organization.

- b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

6. Newly Acquired or Formed Organizations

The following replaces Paragraph **3.a.** of **Section II – Who Is An Insured**:

- a. Coverage under this provision is afforded only until the end of the policy period;

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph **2.** of **Section III – Limits Of Insurance**:

The General Aggregate Limit applies separately to each “location” of yours. As used in this provision, “location” means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties in the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**:

The requirements that you must notify us of an “occurrence”, offense, claim or “suit”, or send us documents concerning a claim or “suit”, apply only if the “occurrence”, offense, claim or “suit” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An “executive officer” or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an “occurrence” or an offense that may result in a claim does not apply if you report the “occurrence” or offense to your workers’ compensation insurer and that “occurrence” or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an “occurrence” or offense is a liability claim rather than a workers’ compensation claim, you must comply with all parts of Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

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

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” included within the “products-completed operations hazard” if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the “bodily injury” or “property damage” occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **3.** of **Section V – Definitions**:

“Bodily injury” includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Coverage Territory – Worldwide

The following replaces Paragraph **4.** of **Section V – Definitions**:

4. “Coverage territory” means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured’s

responsibility to pay damages must be determined in a settlement we agree to or in a “suit” on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

The following is added after Paragraph **12.f.(1)** of **Section V – Definitions**:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered “mobile equipment” and not an “auto”.