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CLERK OF COUNCIL

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meridian

KNOWLEDGE SOLUTIONS

0: HR (Lori S.) (AV) 1

General Terms and Conditions

This Software as a Service Subscription Agreement (this "Agreement") is made and entered into as of the effective date set forth below (the "Effective Date") between:

Effective Date of this Agreement: May 17, 2022

MERIDIAN:

MERIDIAN KNOWLEDGE SOLUTIONS, LLC,
a Virginia, limited liability company

CLIENT:

City of Santa Ana
20 Civic Center Plaza, M-24
Santa Ana, CA 92701

These terms and conditions constitute the entire legal agreement between client and Meridian Knowledge Solutions, LLC ("Meridian") concerning the access to the proprietary Meridian LMS software program, associated documentation ("Software") and the services performed by Meridian in support thereof. MERIDIAN and CLIENT are also referred to as "Party" or "Parties."

- A. MERIDIAN has developed certain software programs and associated documentation which MERIDIAN makes available to its CLIENT's ("Subscribers") on a Subscription ("Subscription") basis.
- B. CLIENT wishes to use MERIDIAN'S Services and Software in its business operations.
- C. MERIDIAN has agreed to provide, and the CLIENT has agreed to pay for and use MERIDIAN'S Services and Software subject to the terms and conditions of this Agreement.
- D. In the event there are conflicting terms among the various documents, the order of precedence is as follows: 1) This Agreement, including Schedule(s); 2) Project Documents; and 3) Exhibit(s).

1. Definitions

- a. Authorized User: Employees, agents, and independent contractors of the CLIENT who are authorized to use the Software as described herein.
- b. Confidential Information: Information that is proprietary or confidential of MERIDIAN as further defined throughout this Agreement.
- c. CLIENT Data: Data that is input by the CLIENT or Authorized Users of the CLIENT into the Software for the purpose of utilizing the Software.
- d. Documentation: Documents made available by MERIDIAN to the CLIENT from time to time which may include but is not limited to documents containing Software descriptions, user manuals and other material related to the Software.
- e. Effective Date: The day this Agreement takes effect.
- f. Initial Subscription Term: The initial term of this Agreement.

- g. Internal Business Operations: The internal business processes of an organization. Business operations include the day-to-day activities of the business. Such operations facilitate the achievement of a business' prime function.
- h. Standard Business Hours: Monday through Friday 8:00am – 8:00pm Eastern Time (ET), excluding MERIDIAN holidays.
- i. Services: The access to the software services (Software Services, Implementation Services, collectively, and any Support provided for such Services) provided by MERIDIAN to CLIENT under this Agreement.
- j. Software: The application provided as a part of the Services Subscription.
- k. Subscription Fees: The fees payable to MERIDIAN by the CLIENT for the User Subscriptions.
- l. Subscription Term: The term of the Subscription.
- m. Support: Functional and technical support services as set forth herein.
- n. Support Policy: MERIDIAN'S policy for providing support in relation to the Services as described herein
- o. Service Levels: The Service Level commitments as set forth herein.
- p. User Subscription: The subscriptions purchased to grant Authorized Users access to the Services as described herein.
- q. Product Extensions: Any modification to the base Meridian LMS application that is specific to the CLIENT's requirements and scope as defined in the Statement of Work and any associated Change Order. Product Extensions (also known as customizations) are prohibited in this agreement.
- r. Software Updates: Meridian governed enhancements and defect resolutions for the Meridian LMS software application in base product form. The release and application of any Software Update is at the sole discretion of Meridian.

2. Subscription

- a. Subject to the CLIENT purchasing the User Subscription, the restrictions set forth in this Section and other terms and conditions of this Agreement, MERIDIAN hereby grants to the CLIENT, a non-exclusive, non-transferable right to permit the Authorized Users of the CLIENT to (i) use such Services; and (ii) display such Services solely for the purpose of exercising CLIENT's rights and performing CLIENT's obligations hereunder. The foregoing subscription is subject to the restrictions below and the other terms and conditions of this Agreement. Services shall be used during the Subscription Terms solely for the CLIENT's Internal Business Operations.
- b. In relation to the Authorized Users, the CLIENT agrees that:
 - i. the maximum number of Authorized Users that it authorizes to access and use the Services shall not exceed the number of User Subscriptions CLIENT has purchased;
 - ii. CLIENT will not allow any User Subscription to be used by more than one individual Authorized User during an annual subscription term. A license can be reassigned in its entirety upon the next annual subscription term to another individual Authorized User, in which case the prior Authorized User shall be flagged inactive and no longer have any right to access or use the Services;

- iii. MERIDIAN will monitor the actual number of Authorized Users to ensure compliance with Item (2)(a)(b) above during the annual subscription term.
- c. The CLIENT will not intentionally access, store, distribute or transmit any viruses, Trojans or any and all malicious code, or any material during the course of its use of the Services that as outlined below. In the event any of the identified items occur, CLIENT will remove and promptly notify MERIDIAN immediately if there is potential harm to the software.
 - i. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - ii. facilitates illegal activity;
 - iii. depicts sexually explicit images;
 - iv. promotes unlawful violence;
 - v. is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity;
 - vi. causes damage or injury to any person or property; or
 - vii. infringes on third party intellectual property, copyright or trademark rights.
- d. MERIDIAN reserves the right, without liability to the CLIENT, to disable the CLIENT's access to any material that breaches the provisions of this clause.
- d. It is the CLIENT best interest to test content in the staging site prior to loading it in production to ensure the content plays as expected and records any relevant data.
- e. Software Support Troubleshooting of third-party or client-developed content, as it relates to successfully launching and tracking in the Software.
 - i. Software Support Troubleshooting of third-party or client-developer content, as it relates to successfully launching and tracking in the Software.
 - ii. Meridian's responsibilities include: reviewing the course to determine what status/calls the course is passing to the LMS and ensuring that the LMS has properly taken action on those status/calls. For example: the course is responsible for passing a completion to the LMS after a user has successfully completed the course. Meridian will review the course to determine if the course did pass a completion status and also confirm if Meridian then appropriately marked the user as Complete.
 - iii. Customer's responsibility include: providing a user impacted by any reported courseware issue that Meridian can use to facilitate testing, providing any answer keys if the course/content contains a test/exam/etc., and providing the courseware files to facilitate Meridian troubleshooting as well as providing the name of the tool used to create the content if applicable.
- f. The CLIENT shall not except to the extent expressly permitted under this Agreement:
 - i. attempt to reproduce, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute, in whole or in part, any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;

- ii. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - iii. access all or any part of the Services and/or Documentation in order to build a product or service which competes with the Services, Software and/or the Documentation provided by this Agreement;
 - iv. use the Services, and/or Documentation to provide services to third parties; or
 - v. subject to the Assignment Section, license, sublicense, sell, rent, lease, transfer, subcontract, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, and/or Documentation available to any third party except the Authorized Users, or
 - vi. attempt to obtain, or assist third parties in obtaining, access to the Services, and/or Documentation, other than as provided under this clause.
- g. The CLIENT shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services, and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify MERIDIAN. The rights provided under this Section are granted to the CLIENT only and shall not be considered granted to any subsidiary or affiliate of the CLIENT.
- h. Additional User Subscriptions
- i. The CLIENT may, during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in Schedule 1 and MERIDIAN shall grant access to the Services to such additional Authorized Users in accordance with the provisions of this Agreement.
 - ii. If the CLIENT wishes to purchase additional User Subscriptions, the CLIENT shall notify MERIDIAN in writing. MERIDIAN shall evaluate such request for additional User Subscriptions and respond to the CLIENT with approval or disapproval of the request and such approval not to be unreasonably withheld.
 - iii. If MERIDIAN approves the CLIENT's request to purchase additional User Subscriptions, the CLIENT shall, within thirty (30) calendar days of the date of MERIDIAN'S invoice, pay MERIDIAN the relevant fees for such additional User Subscriptions as set out in Schedule 1 and, if such additional User Subscriptions are purchased by the CLIENT part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall not be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

3. Fees; Payment Terms

- a. Fees. In consideration of this Agreement, CLIENT will pay the Subscription fees set forth in Schedule 2 (the "Subscription Fees"). In consideration of any other products provided or services performed under this Agreement, CLIENT will pay the fees and charges described in the applicable Schedule. On the Effective Date of this Agreement, the Subscription Fees shall be payable with respect to the Initial Subscription Term and at least thirty (30) calendar days prior to each anniversary of the Effective Date, the Subscription Fees shall be payable with respect to the next Renewal Period. If, at any time while using the Services, the CLIENT exceeds the amount of storage space specified in Schedule 2, MERIDIAN shall charge the CLIENT, and the CLIENT shall

pay MERIDIAN'S then current excess data storage fees. MERIDIAN'S excess data storage fees are set out in Schedule 2 and current as of the Effective Date. MERIDIAN shall be entitled to increase the Subscription Fees, with respect of the additional User Subscriptions purchased, and/or the excess storage fees at the start of each Renewal Period upon thirty (30) calendar days' prior notice to the CLIENT and Schedule 2 shall be deemed to have been amended accordingly. Fees are non-cancellable and non-refundable except as otherwise stated herein.

- b. **Payment.** All fees and expenses will be due and payable to MERIDIAN within thirty (30) calendar days after the date of invoice. All fees and expenses will be paid to MERIDIAN in United States dollars, by wire transfer of funds to an account designated by MERIDIAN or by check sent to MERIDIAN at Attention: Accounts Receivable, Meridian Knowledge Solutions, LLC, 80 Iron Point Circle, Suite 100, Folsom, CA 95630 unless otherwise specified by MERIDIAN. All past-due payments will bear interest at the rate of one and one-half percent (1½%) per month or the maximum rate allowed by law, whichever is less. MERIDIAN shall have the right to terminate the Agreement for default/cause if the CLIENT does not pay MERIDIAN'S undisputed invoices within the terms contained herein. All outstanding invoices will be due and payable immediately upon such termination. If CLIENT does not pay MERIDIAN for any undisputed outstanding invoices, and MERIDIAN incurs any additional costs including, but not limited to court costs, attorney's fees and other damages, in the collection of said invoices, MERIDIAN shall have the right to recover the additional costs from CLIENT.
- c. **PCI Compliance.** In the event CLIENT engages in payment card transactions as part of the services provided by MERIDIAN, CLIENT shall comply with the Payment Card Industry Data Security Standard ("PCI-DSS") and any amendments or restatements of the PCI DSS during the Term of this agreement. CLIENT accepts responsibility for the security of customer credit card data in its possession, even if all or a portion of the services by MERIDIAN are subcontracted to third parties.
- d. **Taxes.** CLIENT acknowledges and agrees that it is responsible for the payment of all applicable taxes and duties, including, without limitation, sales, use, excise, value added and franchise taxes, associated with this Agreement, the products provided, and the services performed under this Agreement, except for taxes based on MERIDIAN'S income.
- e. The CLIENT shall on the Effective Date provide to MERIDIAN valid, up-to-date and complete approved purchase order information acceptable to MERIDIAN and any other relevant information needed by MERIDIAN to invoice CLIENT.
- f. If MERIDIAN has not received payment within thirty (30) calendar days after the due date of any undisputed invoice, and without prejudice to any other rights and remedies of Meridian, MERIDIAN may, without further liability to the CLIENT, disable the CLIENT's passwords, accounts and access to all or part of the Services. MERIDIAN shall be under no further obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and MERIDIAN shall have the right to terminate the Agreement for default if the CLIENT does not pay MERIDIAN'S undisputed

invoices within the terms contained herein. All outstanding invoices will be due and payable immediately upon such termination. If CLIENT does not pay MERIDIAN for any undisputed outstanding invoices, and MERIDIAN incurs any additional costs including, but not limited to court costs, attorney's fees and other damages, in the collection of said invoices, MERIDIAN shall have the right to recover the additional costs from CLIENT.

4. Proprietary Rights

- a. CLIENT acknowledges and agrees that the Software is protected by U.S. and international copyright, patent, trademark, trade secret and other intellectual property rights and registrations. CLIENT acknowledges that all right, title and interest in and to the Software and all intellectual property rights thereto will be owned solely by MERIDIAN and its licensors, as applicable. CLIENT will not remove, obliterate, obscure or alter any copyright or other proprietary rights notice that appears on the Software. Except for the limited rights expressly granted to CLIENT under this Agreement, CLIENT is not granted any other rights in or to the Software. All rights in and to the Software not specifically granted herein are reserved to MERIDIAN and its licensors, as applicable.

5. Confidentiality Obligations

- a. Confidential Information. "Confidential Information" means any and all information that is of a confidential, proprietary or trade secret nature that is furnished or disclosed by one Party to the other Party under this Agreement. Without limiting the generality of the foregoing, "Confidential Information" includes the Software (including the object code and source code forms thereof), the specific business terms of this Agreement and any other information that is marked as "Confidential," "Proprietary," "Trade Secret" or in some other manner to indicate its confidential, proprietary or trade secret nature. "Confidential Information" will not include: (i) information that is or becomes publicly known through no fault of the other Party ; (ii) information received from a third party that was disclosed without breach of any confidentiality obligation; (iii) information approved for release by written authorization of a Party ; (iv) information developed or created independently by one Party without reference to, or use of, the other Party's Confidential Information; or (v) information that may be required by law, regulation or an order of any court, agency or proceeding to be disclosed, provided that the Party from whom the Confidential Information is sought will provide the other Party with written notice of any such required disclosure once the Party has knowledge of it and will help the other Party at the expense of the Party to the extent reasonable to obtain an appropriate protective order.
- b. Non-Disclosure. All Confidential Information will remain the property of the Party to whom it originally belonged and neither Party will not be deemed by virtue of its access to the other Party's Confidential Information to have acquired any right or interest in or to any such Confidential Information, other than as specifically set forth herein. The Parties agree: (i) to hold the Confidential Information in strict confidence; (ii) except as expressly authorized in this Agreement, not to disclose any Confidential Information to any third party other than employees and independent contractors of the respective Party who have a need to know the Confidential

Information for the purposes of this Agreement and who are subject to a confidentiality agreement that affords at least as much protection to the Confidential Information as this Section 5; (iii) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out the Party's obligations and exercise its rights under this Agreement; and (iv) to notify the other Party promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist the other Party in every reasonable way to stop or minimize such unauthorized use or disclosure.

- c. Injunction. The Parties agree that if a court of competent jurisdiction determines that either Party has breached, or attempted or threatened to breach, its confidentiality obligations to the other Party or the other Party's proprietary rights, the non-breaching Party will be entitled to obtain appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations. Such injunctive relief or other measures will be in addition to, and not in lieu of, any other rights and remedies available to the Party.

6. Client Data

- a. The CLIENT shall own all rights, title and interest in and to all of the CLIENT Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the CLIENT Data.
- b. MERIDIAN shall follow its commercially reasonable backup procedures for CLIENT Data and said procedure may be amended by MERIDIAN in its sole discretion from time to time based upon best practices. In the event of any loss or damage to CLIENT Data, the CLIENT's sole and exclusive remedy shall be for MERIDIAN to use reasonable commercial activities to restore the lost or damaged CLIENT Data from the latest back-up of such CLIENT Data maintained by MERIDIAN in accordance with the backup procedure described herein. MERIDIAN shall not be responsible for any loss, destruction, alteration or disclosure of CLIENT Data caused by any third party (except those third parties subcontracted by MERIDIAN to perform services related to CLIENT Data maintenance and back-up).
- c. MERIDIAN shall, in providing access to the Services, comply with its Privacy Policy relating to the privacy and security of the CLIENT Data available at <http://www.meridianks.com/privacy-statement/> or such other Policy as may be given to the CLIENT from time to time, as such document may be amended from time to time by MERIDIAN in its sole discretion.
- d. The CLIENT shall not store or process Personally Identifiable Information (PII) or Personally Identifiable Health Information (PHI) within the Software. PII is defined as information that can be used to uniquely identify a single individual and may include an individual's name in combination with a Driver's License, Social Security Number or Credit Card Information. The definition of PII varies depending on international, federal, state and local laws and the definition contained herein shall be used for reference purposes only and shall not be construed as covering all possible

definitions of PII. PHI is defined as any information that is related to an individual's health record as defined by the Health Insurance Portability and Accountability Act (HIPAA).

- e. PHI/PII Processing - The parties shall comply, and warrant that they have complied, with implementing all applicable data protection and privacy laws and regulations in any relevant jurisdiction (together, the "Data Protection Laws"); and where, in connection with this Agreement, the Software is processing information related to PHI/PII on behalf of the CLIENT, MERIDIAN shall:
- i. Process the PHI/PII only on the written instructions of CLIENT;
 - ii. Make all reasonable efforts to implement appropriate technical and organizational measures to protect those PHI/PII against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
 - iii. Return or destroy all such personal data promptly upon the termination of this Agreement, or at any time during the term of this Agreement upon written instructions from CLIENT;
 - iv. Not disclose PHI/PII to any person except as required or permitted by this Agreement or with CLIENT's written consent;
 - v. Provide full cooperation and assistance to CLIENT in implementing any procedures required in order to comply with data privacy laws to which CLIENT is subject, as advised by CLIENT from time to time;
 - vi. Not process PHI/PII except to the extent reasonably necessary to the performance of this Agreement;
 - vii. Notify CLIENT immediately in the event of any breach of the security of such personal data, and cooperate with CLIENT in any post-breach investigation or remediation efforts; and
 - viii. Notify CLIENT promptly in the event that MERIDIAN is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any PHI/PII to any person other than CLIENT.

The CLIENT shall make all reasonable efforts to ensure that those Personal Data are accurate and up to date at all times, to the extent that it is within CLIENT's ability to do so.

The Parties hereto agree, that the above warranties relating to PHI and PII are Meridian's sole responsibilities related to the processing and control of CLIENT PHI and PII.

7. European Union Clients

In the event that CLIENT will access PII originating from a country in the European Economic Area ("EEA") or from a country outside the EEA, MERIDIAN shall, if requested by CLIENT, will comply with the applicable Privacy Law Legislation in coordination with the European Commission, relating to requirements of the European Union's Directive on Data Protection. CLIENT warrants that it has the consent of its employees, independent contractors or any other individual whose PII is being processed and/or transmitted within the Services and MERIDIAN shall have no liability should CLIENT not have received such consent. CLIENT will indemnify, defend and hold MERIDIAN harmless should

any such individual or group of individuals bring any suit against MERIDIAN for violation of any applicable law.

8. Limited Warranty / Acceptance

- a. MERIDIAN warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof. MERIDIAN does not warrant that Client's use of the Services will be uninterrupted or error free. The limited warranties set forth in this Agreement do not apply to any deviation by the Software from the specifications set forth in the applicable Schedule that is caused by, or results from, (i) improper usage of Software APIs (Application Programming Interfaces) or the introduction/import of corrupt data into the Software by anyone other than MERIDIAN; (ii) use of the Services for any purpose other than that authorized in this Agreement; (iii) use of the Services in combination with other software, data or products that are defective or incompatible with, or are not authorized by MERIDIAN for use with, the Services; (iv) any malfunction of CLIENT's software, hardware, computers or computer-related equipment; (v) CLIENT'S failure to use any Updates made available by MERIDIAN; or (vi) an event of Force Majeure (defined below).
- b. Meridian does not and cannot control the flow of data to or from the software and other portions of the internet. such flow depends in large part on the performance of internet services provided or controlled by third parties. at times, actions or inactions of such third parties can impair or disrupt customer's connections to the internet (or portions thereof). although meridian will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, meridian cannot guarantee that such events will not occur. accordingly, meridian disclaims any and all liability resulting from or related to such events. the foregoing warranties are made in lieu of all other warranties, express and implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and any warranties arising out of course of dealing or course of performance. except as expressly provided herein, there is no warranty against interference with client's enjoyment of the software or against infringement, the services are provided "as is," and meridian disclaims any warranty as to the quality, operation of, access to or use of all or any part of the software and any warranty that (i) the services will operate uninterrupted or error-free, (ii) the results arising out of the use of the services will be accurate, complete or error-free, or (iii) the services will meet the needs of client or its clients, agents or suppliers.
- c. Acceptance of the Software will be upon the CLIENT's receipt of the URL from MERIDIAN, where CLIENT will be provided access to the Software.

9. Other CLIENT Obligations

- a. The CLIENT shall provide MERIDIAN with:
 - i. all necessary cooperation in relation to this Agreement;

- ii. all necessary access to such information as may be required by MERIDIAN in order to render the Services, including but not limited to CLIENT Data, security access information and configuration services;
- iii. comply with all applicable laws and regulations with respect to its activities under this Agreement;
- iv. carry out all other CLIENT responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the CLIENT's provision of such assistance as agreed by the parties, MERIDIAN may adjust any agreed timetable or delivery schedule as reasonably necessary;
- v. ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this Agreement;
- vi. obtain and maintain all necessary licenses, consents, and permissions necessary for MERIDIAN, its employees, subcontractors and/or agents to perform their obligations under this Agreement, including without limitation the Services;
- vii. ensure that its network and systems comply with the relevant specifications provided by MERIDIAN from time to time; and
- viii. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to MERIDIAN'S data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the CLIENT's network connections or telecommunications links or caused by the internet.

10. Indemnification

- a. Each Party (the "Indemnifying Party") agrees to defend the other Party, its affiliates and each of their respective officers, directors, employees, contractors and agents (each an "Indemnified Party") from and against any action, claim, suit, investigation or other proceeding brought by a third party (a "Claim") to the extent such Claim results from the Indemnifying Party's breach of this Agreement or the negligence, willful misconduct or fraud or violation of law on the part of the Indemnifying Party, its officers, directors, employees, agents or other representatives in connection with this Agreement. The Indemnifying Party will indemnify and hold harmless the Indemnified Party from any liabilities, losses, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and costs of defense) incurred by or levied against such Indemnified Party as a result of such Claim that infringes any currently existing United States copyright, patent, trademark or trade secret of a third party.
- b. MERIDIAN will have no obligation to defend CLIENT with respect to any claim, demand, action or proceeding, described herein, that is based upon:
 - (i) use of other than the then-current release of the Software, if infringement could have been avoided by use of the then-current release and the then-current release has been made available to CLIENT;
 - (ii) use of the Services in conjunction with CLIENT's data, where use with such data gave rise to the infringement claim;
 - (iii) use of the Services with other software, where use of such other software gave rise to the infringement claim;
 - (iv) use of any Services in a manner inconsistent

with its documentation; or (v) use of any Services in a manner that breaches this Contract Agreement. CLIENT will defend MERIDIAN from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, action or proceeding based on allegations arising as a result of (i) use of the Services by CLIENT in conjunction with any data, equipment or software not provided by MERIDIAN, where the Services would not itself be infringing or otherwise the subject of the claim; (ii) use of the Services by CLIENT in a manner not permitted by this Agreement; (iii); (iv) use of the Services by CLIENT in any unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose; (v) any claim of infringement of any patent or copyright or misappropriation of any trade secret in which CLIENT or any affiliate of CLIENT has a pecuniary or other material interest; or (vi) breach of any of CLIENT's warranties or covenants.

11. Term and Termination

- a. The term of this Agreement will begin on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, shall be automatically renewed for successive periods of twelve (12) months ("Renewal Period"), unless:
 - i. Either party notifies the other party of termination, in writing, at least sixty (60) calendar days before the end of the Initial Subscription Term or any subsequent Renewal Period, in which case this Agreement shall terminate upon the expiration of the applicable Initial Subscription Term or Renewal Period; or
 - ii. Otherwise terminated in accordance with the provisions of this Agreement; and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the entire Subscription Term.
- b. Either party may terminate this Agreement immediately upon notice to the other party if such other party materially breaches a provision of this Agreement or Schedule, as applicable, and fails to cure such breach within thirty (30) calendar days after receipt of notice of such breach from the non-breaching party. If, in the sole judgment of the non-breaching party, such breach cannot reasonably be cured within such thirty (30) calendar day period, the non-breaching party may, in its sole discretion, grant the breaching party an additional thirty (30) calendar day period following the expiration of the first thirty (30) calendar day period in which to cure such breach; provided that the non-breaching party may terminate this Agreement or such Schedule, as applicable, immediately if the breaching party has failed to cure such breach within such second thirty (30) calendar day period.
- c. Either party may terminate this Agreement immediately upon notice to the other party if such other party (i) files for or has filed against it a bankruptcy petition and such petition is not dismissed within sixty (60) calendar days after the filing date, (ii) becomes insolvent or (iii) makes an assignment for the benefit of its creditors.

12. Effect of Termination

- a. Upon the expiration or termination of this Agreement,
 - i. all rights granted to CLIENT under this Agreement will immediately terminate;
 - ii. CLIENT will cease any further use of the Services.
- b. At MERIDIAN'S request, CLIENT will verify in writing to MERIDIAN that CLIENT has taken the actions described in Section 12(a)(ii). MERIDIAN may destroy or otherwise dispose of any of the CLIENT Data in its possession unless MERIDIAN receives, no later than ten (10) business days after the effective date of the termination of this Agreement, a written request for the delivery to the CLIENT of the then most recent back-up of the CLIENT Data. MERIDIAN shall use reasonable commercial efforts to deliver the back-up to the CLIENT within thirty (30) calendar days of its receipt of such a written request, provided that the CLIENT has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The CLIENT shall pay all reasonable expenses incurred by MERIDIAN in returning or disposing of CLIENT Data. The accrued rights of the parties at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced. The rights and obligations of each of the parties set forth in Sections 2, 3, 4, 5, 6, 7, 8, 10, 12, 13, 14, 17, 18, 20, 21, 23, 24 and 25 and any other Section or Statement herein that by its nature is intended to survive will survive the expiration or termination of this Agreement. Any payments owed by CLIENT as of the termination date shall become immediately due and payable.

13. Limitation of Liability

Except in the case of an infringement by client of any of meridian's proprietary rights, neither party will be liable to the other party for any lost profits, lost data or special, indirect, incidental, consequential or punitive damages of any nature, for any reason, including, without limitation, the breach of this agreement or any termination of this agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if such party has been warned of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy of any kind. except as expressly set forth herein, all remedies, including, without limitation, the termination of this agreement and all of the remedies provided by law (and not excluded pursuant to the foregoing sentence) will be deemed cumulative and not exclusive. in no event will the liability of meridian under this agreement exceed the total fees paid by client hereunder during the twelve (12) months prior to the date any claim is made against MERIDIAN.

14. Government Use/Procurement

- a. MERIDIAN provides the Service and access to the Software for ultimate U.S. Government end use solely in accordance with the following: Government technical data and software rights related to the Service and the Software include only those rights customarily provided to the public as

defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with MERIDIAN to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable agreement.

- b. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service and the Software. Without limiting the foregoing: (a) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports; and (b) each Party shall not permit any User to access or use the Service and the Software in violation of any U.S. export embargo, prohibition or restriction.

15. Assignment

CLIENT may not assign or otherwise transfer this Agreement or its rights and obligations hereunder without the prior written consent of MERIDIAN, which consent will not be unreasonably withheld. Any transaction or series of transactions in which (i) more than fifty percent (50%) of the outstanding voting stock or membership interests of CLIENT are transferred to a third party, or (ii) all or substantially all of CLIENT's assets are sold to a third party, will be deemed an assignment of this Agreement. Any purported assignment or other transfer without the consent of MERIDIAN (a) will be void and of no force or effect, and (b) will constitute a material breach of this Agreement.

16. Force Majeure

Except for a party's payment obligations hereunder, neither party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach thereof, are delayed or prevented by reason of any act of God, fire, natural disaster, accident, terrorist attack, act of government, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party notice thereof. In the event of such Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of six (6) months.

17. Severability

If a court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or otherwise unenforceable for any reason, such provision will be deemed stricken to the extent

that it is illegal, invalid or otherwise unenforceable. All remaining provisions will remain in full force and effect and this Agreement will be interpreted as if it had not contained the severed provision.

18. Governing Law

Issues regarding the validity, ownership or enforcement of any copyright, patent, trademark or other proprietary right licensed or sublicensed hereunder will be determined under the applicable law of the United States and the State of California, as applicable. With respect to all other issues, this Agreement will be construed under and governed by the substantive laws of the State of California without resort to conflict of laws principles. Each party agrees that any legal proceeding commenced by one party against the other party under this Agreement will be brought in any state or Federal court having jurisdiction over Orange County, California. Each party submits to such jurisdiction and waives any objection to venue or claim of inconvenient forum. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

19. Headings

Captions and section headings used herein are for reference purposes only and will not control or alter the meaning of this Agreement as set forth in the text.

20. Waiver

- a. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- b. Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

21. Notices

Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 AM on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

If to MERIDIAN: ATTN: Contracts Meridian Knowledge Solutions, LLC 80 Iron Point Circle Suite 100, Folsom, CA 95630	With a copy to: ATTN: Legal Department Meridian Knowledge Solutions, LLC 80 Iron Point Circle Suite 100 Folsom, CA 95630	If to CLIENT: ATTN: Lori Schnaider, HR City of Santa Ana 20 Civic Center Plaza M-24 P.O. Box 1988 Santa Ana, CA 92701	With a copy to: Clerk of Council City of Santa Ana 20 Civic Center Plaza M-30 P.O. Box 1988 Santa Ana, CA 92701
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22. No Partnership or Joint Venture

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). This Agreement shall not prevent MERIDIAN from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

23. Non-Solicitation

In addition to the obligations set forth in Section 5, during the term of this Agreement and for a period of twelve (12) months immediately following the last occurrence of any introductions, interviews, or provision of services under this Agreement, the PARTIES agree not to solicit or hire, indirectly or directly, in either an employee or independent contractor capacity, any individual who (i) was introduced under this Agreement; (ii) the PARTIES have interviewed under this Agreement; (iii) has provided services under this Agreement, or (iv) the PARTIES or its employees, representatives and or agents have received information about or as the result of any introduction, interview or service provided under this Agreement. Should a PARTY breach this Section of the Agreement in any instance the breaching PARTY will pay the other PARTY an amount of two (2) times the then current annual salary (including any applicable bonus compensation) of the individual solicited. Said payment will be made within fifteen (15) calendar days of the breach as notified in writing by the non-breaching PARTY. The Parties hereto further agree that the limit on liability as defined herein does not apply to this Section 23.

24. Disputes and Arbitration

- a. The parties agree that in the event of a dispute or alleged breach they will work together in good faith to resolve the matter internally by escalating it to higher levels of management and, if

necessary, to use a mutually agreed upon alternative dispute resolution mechanism (other than arbitration) prior to resorting to arbitration. If the parties are unsuccessful at resolving said dispute or alleged breach, then the parties shall seek arbitration. Except as set forth in Section 5, the parties agree to submit to binding arbitration within six (6) months of the last event giving rise to any controversy arising out of this Agreement or involving the construction or application of any of the terms of this Agreement and to waive any statute of limitations to the contrary. Notification to the other party of a written request for arbitration shall comply with Section 22 governing Notices. Any timely and properly noticed request for arbitration shall be submitted to binding arbitration through the American Arbitration Association pursuant to its Commercial Arbitration Rules. Each party shall pay for its own attorneys' fees and costs for the arbitration. The parties shall split equally the cost of the arbitrator. Both parties are entitled to conduct discovery in accordance with any applicable law. The arbitrator shall apply Virginia and Federal law to the issues presented and shall issue a written memorandum of decision. The decision of the arbitrator shall be final and binding, and the parties waive the right to a jury trial, a trial de novo or appeal except for the purpose of enforcing the arbitrator's decision. The prevailing party will be entitled to recover reasonable attorneys' fees and costs of any action for enforcement, the amount of any such attorneys' fees and costs award to be determined by the Arbitrator.

- b. Except as set forth in Section 5 with regard to injunctive relief, the parties expressly state that it is their intent to arbitrate disputes between them. Therefore, this Agreement shall be construed so as to be consistent with applicable Federal and Virginia law and to be enforceable to the maximum extent allowable by law to provide arbitration as the forum to resolve their disputes. If necessary, any portion of this Agreement that is unenforceable by law shall be stricken, and the arbitrator or the court, as the case may be, shall have the power to reform this Agreement to the extent necessary to comply with applicable law and to give effect to the parties' intent that they shall arbitrate their disputes.

25. Publicity

CLIENT grants MERIDIAN permission to utilize the CLIENT's trademarks, trade names, or other designations in any promotion, press release or publication subject to CLIENT'S advance approval of said promotion, press release or publication. MERIDIAN will provide proposed promotion, press release or publication to CLIENT within a reasonable time but not less than two business days prior to draft being made public. CLIENT will have the right to make any changes that CLIENT deems reasonably necessary.

26. Entire Agreement

- a. Except as otherwise provided for herein, this Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written, between the parties with respect to the subject matter hereof. This Agreement will be binding on and inure to the benefit of the legal representatives, successors and permitted assigns of the parties. This Agreement may not be

modified or refined unless amended by both Parties under a written and signed amendment. The issuance of any additional terms and conditions by either Party hereto included with purchase orders or other documents are null and void. In the event of any conflict between these General Terms and Conditions and a provision of any Schedule, the provision of the Schedule will control, but only with respect to the subject matter of the Schedule.

27. Service Level Agreement and Software Support

The Services provided by MERIDIAN under this agreement are bound by the Service Level Agreement (SLA) as described herein. In the case of an SLA violation, the respective remedies described herein will apply. The SLA penalty applicable in any given month is subject to a total cumulative penalty cap of 10% of the current month's hosting service fees ("Service Credits").

Any Service Credits due under this agreement will be credited promptly but in no event later than the quarter following the calculation of the Service Credit.

MERIDIAN will be provided a ramp up period of ninety (90) days from software Go Live (Production go live date) before any SLA requirements and subsequent remedies go into effect.

System Availability: will mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time (measured in minutes) during such month, and thereafter dividing the difference so obtained by the total time during such month. Represented algebraically, System Availability for any particular calendar month is determined as follows:

$$\text{System Availability} = \frac{(\text{Total Monthly Time} - \text{Unscheduled Downtime})}{\text{Total Monthly Time}}$$

Note: "Total Monthly Time" is deemed to include all minutes in the relevant calendar month excluding minutes of downtime caused by Scheduled Downtime, only to the extent such minutes are included within the Subscription Agreement Term.

MERIDIAN will undertake commercially reasonable measures to ensure that System Availability equals or exceeds 99.70 % during each calendar month. MERIDIAN will undertake commercially reasonable measures to notify CLIENT in advance of Scheduled Downtime. The timing of Scheduled Downtime is subject to change at MERIDIAN's sole discretion.

Measurement and Reports: MERIDIAN will monitor System Availability metrics on an ongoing basis. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the term of this agreement. MERIDIAN shall provide the System Availability report to CLIENT, on an as required basis, when requested by CLIENT. This report will contain performance metrics

against the System Availability SLA obligations as depicted herein; and specific to unscheduled downtime events only.

Remedies: In the event System Availability is not equal to or greater than 99.70% for a given month, CLIENT will be entitled to service level credits against its subsequent payment obligations (as set forth in this Subscription Agreement) according to the following chart:

System Availability	Available Credit (% of monthly service fee)
99.70% - 100.00%	No Credit.
95.00% - 99.69%	Three percent (3%) of the applicable monthly hosted service fees for the applicable calendar month.
90.00% - 94.99%	Six percent (6%) of the applicable monthly hosted service fees for the applicable calendar month.
<89.99%	Ten percent (10%) of the applicable monthly hosted service fees for the applicable calendar month.

CLIENT's credits under this section are CLIENT's sole and exclusive remedy with respect to any Unscheduled Downtime or any failure by MERIDIAN to meet the Service Availability required by this agreement. The monthly available credit is capped at the lesser of \$5,000 or the total cap as set forth in the System Availability section herein.

1) Exceptions

CLIENT shall not receive any credits in connection with any failure or deficiency Availability caused by or associated with:

- i. Force Majeure events beyond MERIDIAN's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this Schedule;
- ii. Failure of access circuits to the ISP Network, unless such failure is caused solely by MERIDIAN;
- iii. Scheduled maintenance and emergency maintenance and upgrades;
- iv. DNS issues outside the direct control of MERIDIAN;
- v. Issues with FTP, POP, or SMTP CLIENT access;
- vi. False Schedule breaches reported as a result of outages or errors of any MERIDIAN measurement system;
- vii. CLIENT's acts or omissions (or acts or omissions of others engaged or authorized by CLIENT), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP), any negligence, willful misconduct, or use of the Services in breach of MERIDIAN's Terms and Conditions and Acceptable Use Policy;

- viii. E-mail or webmail delivery and transmission;
- ix. DNS (Domain Name Server) Propagation; and / or
- x. Outages elsewhere on the Internet that hinder access to your account. MERIDIAN is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. MERIDIAN will guarantee only those areas considered under the control of MERIDIAN: MERIDIAN server links to the Internet, MERIDIAN'S routers, and MERIDIAN'S servers.

2) Software Support. MERIDIAN will provide software support as defined below:

- i. During Standard Business Hours
- ii. Access for up to three (3) named system administrators, provided their successful completion of Meridian's administrator proficiency training
- iii. Help desk support and guidance on the use of existing base product functions. Effort exceeding a total of one (1) hour per one function is considered Training and is not included as part of Software Support.
- iv. Troubleshooting of CLIENT reported functional and technical issues related to the intended use of the Software.
- v. Troubleshooting of third-party or client-developed content, as it relates to successfully launching and tracking in the Software.

To provide effective support for CLIENT submitted support requests, MERIDIAN will categorize issues based upon the issue's severity level and the time it was received. MERIDIAN may require additional details from CLIENT after initial issue submission to help resolve the issue. Additional details regarding severity levels and response time targets are detailed in MERIDIAN's Support Policy.

3) Support Exclusions. All other support that is not explicitly defined in Section 2 Software Support in this Schedule is excluded.

4) Credit Request and Payment Procedures.

In order to receive a credit for system availability as defined in Section 27b herein, CLIENT must make a request therefore by sending an email message to creditrequest@meridianks.com. Each request in connection with this Schedule must include CLIENT's account number (per MERIDIAN's invoice) and the dates and times of the unavailability of CLIENT's Web site and must be received by MERIDIAN within ten (10) business days after CLIENT's Web Site was not available. If the unavailability is confirmed by MERIDIAN, credits will be applied within one week after MERIDIAN's receipt of CLIENT's credit request.

Notwithstanding anything to the contrary herein, the total amount credited to CLIENT in a particular month under this Service Level Agreement shall not exceed the total Subscription fee paid by CLIENT for such month for the affected Services. Credits are exclusive of any applicable taxes charged to CLIENT or collected by MERIDIAN and are CLIENT's sole and exclusive remedy with respect to any failure or deficiency in the Availability of Service.

28. Insurance

Meridian shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder, and the results of that work by the Meridian, its agents, representatives, or employees..

A. Minimum Insurance Coverage - Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Other Insurance Provisions- The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*- The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Meridian including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Meridian's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage- For any claims related to this contract, Meridian's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Meridian's insurance and shall not contribute with it.

Notice of Cancellation- Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

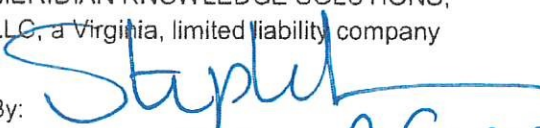
Waiver of Subrogation- Meridian hereby grants to City a waiver of any right to subrogation, which any insurer of Meridian may acquire against the City by virtue of the payment of any loss under such insurance. Meridian agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- C. *Acceptability of Insurers*- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- D. *Verification of Coverage*- Meridian shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Meridian's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. *Subcontractors*- Meridian shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Meridian shall ensure that City is an additional insured on insurance required from subcontractors.
- F. *Special Risks or Circumstances*- City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

29. Survival

In the event of any termination of the Agreement, Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 27, and 28 shall survive and continue in effect.

MERIDIAN:
MERIDIAN KNOWLEDGE SOLUTIONS,
LLC, a Virginia, limited liability company

By: 
Printed Name: STEPHEN A. CARPENTER
Title: CHIEF ADMINISTRATIVE OFFICER
Date: 05.23.2022.

CLIENT:

By: 
Printed Name: Kristine Ridge
Title: City Manager
Date:

[Signatures continue on the next page]


ATTEST:

for 
Daisy Gomez
Clerk of Council



APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By: 
Laura A. Rossini
Chief Assistant City Attorney

RECOMMENDED FOR APPROVAL:


Jason Motsick
Executive Director
Human Resources Agency

SCHEDULE 1

IMPLEMENTATION SERVICES SET UP AND OPTIONAL SERVICES

STATEMENT OF WORK # SOW-001

This Schedule One (1) Statement of Work ("SOW") defines the implementation Services being provided by MERIDIAN to CLIENT under the terms and conditions of the Software as a Service and Subscription Agreement; in order to enable MERIDIAN to deliver and CLIENT to receive those Software Services; and is executed by and between MERIDIAN and CLIENT.

A. Summary of Scope Implementation Professional Services

1. Standard Deliverable Summary

Meridian LMS software will be delivered to CLIENT preconfigured with standard settings derived from best practices. CLIENT will be provided a limited set of software configurable options that can be personalized to enable the software to meet their business needs (i.e. SCORM settings, Virtual meeting setup, domain configurations). MERIDIAN will (1) work with CLIENT to determine how these options should be configured and (2) implement each option based on the set of configurable parameters inherent to the software. Configuration will be limited to the product capabilities outlined in the current version of the MERIDIAN manuals and documentation as well as the scope defined herein.

The following table summarizes the software setup tasks that MERIDIAN will provide on a FFP basis. Details and scope of these services are further defined in Section B herein.

Standard Software Setup Tasks	
1. Installation of Meridian LMS Environments	2. Discovery Session/Joint Requirements Development (JRD)
3. Configuration & Branding Application	4. System Integration
5. Production Installation	6. Training
7. Go Live Support	
Additional Tasks	
8. Historical Data Migration	9. Single Sign-On
10. E-Commerce Integration	11. AdHoc Report Builder Implementation
12. Open Sesame Connection	13. HRIS/User Data Feed

2. Change Control

CLIENT acknowledges and agrees that a fundamental guiding principle for planning and executing this process, including the establishment of the User requirements, will be the utilization of existing functionality of the Meridian LMS application on an out of the box basis. This functionality will be used to implement and deploy the requirements as defined herein and further by the Requirements documentation to be mutually developed and approved with the CLIENT. The estimated consulting fees and the planned schedule are based on this principle. The purpose of the Change Management process is to ensure that requests for Project changes (to requirements or software configuration) are properly recorded, evaluated/assessed, properly dispositioned, and incorporated into the software implementation scope as required, and schedules with the proper priority and deliverable due dates.

B. Scope Details

MERIDIAN will setup CLIENT's solution according to the following in-scope details. Each task is documented below, along with the MERIDIAN and CLIENT deliverables associated with each task, assumptions, and the acceptance criteria.

Any additional configurations, or e-learning consulting by MERIDIAN, outside the scope defined herein, can be performed by:

- a. MERIDIAN Professional Services on a fixed fee or time and materials basis under a separate change request, or
- b. CLIENT upon the completion of MERIDIAN Administration training.
MERIDIAN offers its Direct Labor Rates as depicted herein. Cost estimates for any additional services will be provided to CLIENT upon CLIENT'S request. Upon execution of the Schedule 2 Change Order, defining the additional work to be performed, associated cost and any other relevant information, MERIDIAN will commence work.

1. Standard Setup Tasks: Installation of Meridian LMS Environments.

The purpose of this task is to establish the Meridian LMS pre-production environments that support the software implementation lifecycle as outlined further in this SOW and ensure configuration management between software environments. The following software environments will be installed with out of the box settings as part of this task.

Meridian LMS Environments	
Stage (External)	MERIDIAN'S Staging Environment is an environment that is utilized to setup the CLIENT software based upon scope defined herein. The Stage environment is available for CLIENT Acceptance Testing, allowing project participants and stakeholders to log in and review overall functionality, implementation configurations, product extensions, and integrations that are applicable.

MERIDIAN Deliverables	CLIENT Deliverables
<ul style="list-style-type: none"> Establish Stage environment described as aforementioned under section 1. Provide Client project manager URL, login, and password to stage environment. Provide system baseline documentation. 	<ul style="list-style-type: none"> Confirmation of receipt of URL and access to the stage environment.
Assumptions	Acceptance Criteria
<ul style="list-style-type: none"> Additional pre-production environments are not included in this effort. CLIENT will report access within three (3) days of receiving the access information. 	<ul style="list-style-type: none"> Client receipt of stage environment credentials and confirmed access. Receipt of baseline documentation.

2. Standard Setup Tasks: Discovery Session/Joint Requirements Development (JRD)

The purpose of this task is for the facilitation of the Discovery/Joint Requirements Development Session to establish Meridian LMS application branding, system configurations, and integrations. Furthermore, this session provides high level business process mapping to the Meridian LMS application.

MERIDIAN Deliverables	CLIENT Deliverables
<ul style="list-style-type: none"> Deliver one (1) day virtual session Provide software application branding checklist. Document configuration requirements in the Meridian Standard Requirements Document. Rough Order of Magnitudes (ROMs) related to any scope changes or new tasks identified. 	<ul style="list-style-type: none"> Provide proper resources as depicted herein. List of attendees, coordinate date/times, location(s), and meeting equipment needs. Participate in follow up conference calls to complete the Requirements Documentation.
Assumptions	Acceptance Criteria
<ul style="list-style-type: none"> One (1) day virtual. Use Case and Functional Requirements associated to specific integrations are not in scope. 	<ul style="list-style-type: none"> System configuration requirements are complete and documented. Delivery of session.

3. Standard Setup Tasks: Configuration and Branding Application

The purpose of this task is to configure and test the Meridian LMS software application based upon the completed and approved Requirements Document as defined in task B.2 above.

MERIDIAN Deliverables	CLIENT Deliverables
<ul style="list-style-type: none"> Complete the setup of all agreed upon software application configurations. Setup One (1) branded Meridian LMS CLIENT specific skin. 	<ul style="list-style-type: none"> Graphics per branding checklist specifications.
Assumptions	Acceptance Criteria
<ul style="list-style-type: none"> Application Branding – MERIDIAN will deliver one (1) round of final pre-production skin mock up to the CLIENT for review and approval prior to setup in the Meridian LMS CLIENT Stage environment. Application Branding – MERIDIAN will deliver one (1) round of final pre-production skin review and changes upon applying to the Meridian LMS CLIENT Stage environment. MERIDIAN will conduct and support five (5) days of Customer Acceptance Testing for all tasks defined in section B herein. 	<ul style="list-style-type: none"> Configurations completed and tested per the Requirements specified in task B.2 above. Meridian LMS application CLIENT Branded skin configured and tested, per the Requirements specified in task B.2 above.

4. Standard Setup Tasks: System Integration

The purpose of the following task is to setup the inbound to Meridian LMS HRIS Integration. The HRIS inbound feed transmits employee detail from CLIENT's HR system to MERIDIAN (e.g. Employee Name, Organization, and Job Title).

CLIENT will provide three (3) flat files to MERIDIAN, in MERIDIAN's format, for the inbound processing and loading of HRIS data (Organizations, Job Titles, User data). The HRIS/DAILY FEED data (flat files) must follow the specifications designated in MERIDIAN's HRIS templates. Any extension of the file schema's and/or processing/validation requirements may result in an expansion of scope for this task and may require additional funding. Meridian's tool to process the aforementioned flat files performs the appropriate inserts and updates of Organization Data, Job Titles, then Users, processing all data through the native API's of Meridian LMS.

MERIDIAN Deliverables	CLIENT Deliverables
<ul style="list-style-type: none"> MERIDIAN Base HRIS template. Configuration of the Meridian LMS HRIS Tool based upon the completed Requirements Document specified in task B.2 above. One pre-production load of a subset of CLIENT production ready data for CAT purposes. One production load of full user data into the CLIENT production environment. 	<ul style="list-style-type: none"> Backfill and delivery of the three (3) flat files to Meridian for processing: User Data, Organizations, Job Titles.
Assumptions	Acceptance Criteria
<ul style="list-style-type: none"> One-way HRIS integration inbound to the Meridian LMS application only. Meridian configure the HRIS and load a subset of CLIENT production ready user data in the Meridian LMS CLIENT Stage environment for testing purposes. MERIDIAN will conduct and support five (5) days of Customer Acceptance Testing for all tasks defined in section B herein. Upon completion of CAT, MERIDIAN will load a full set of CLIENT production data in the Meridian LMS CLIENT production environment. 	<ul style="list-style-type: none"> HRIS Tool configured and tested per the Requirements specified in task B.2 above, in the Meridian LMS CLIENT Stage environment. One (1) final data load in Meridian LMS CLIENT Production environment.

5. Standard Setup Tasks: Production Installation

The purpose of this task is to complete the installation of the Meridian LMS base application, database, configurations, branding and integrations into the Meridian LMS CLIENT production environment.

MERIDIAN Deliverables	CLIENT Deliverables
<ul style="list-style-type: none"> Meridian LMS CLIENT production base code and database installation. MERIDIAN will apply applicable configurations, branding, and integrations. 	<ul style="list-style-type: none"> Validation Meridian LMS CLIENT Production install is completed per the Requirements specified in task B.2 above.
Assumptions	Acceptance Criteria
<ul style="list-style-type: none"> Limited to the installation of the application and database of one instance of the Meridian LMS CLIENT production environment. 	<ul style="list-style-type: none"> Meridian LMS CLIENT Production application has been installed and is

<ul style="list-style-type: none"> Technical support does not extend to other software or hardware support, data integration/migration or the resolution of base product issues. MERIDIAN will conduct and support five (5) days of Customer Acceptance Testing for all tasks defined in section B herein. 	accessible per the Requirements specified in task B.2 above.
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6. Standard Setup Tasks: Training

The purpose of this task is to provide Implementation Readiness and Administrative training during the project implementation. The description of these trainings and the number of respective days is provided below.

Training Types Definitions

- Implementation Readiness Training (IRT) – two (2) days – The purpose of IRT is to level set terminology and provide core system concepts and features as it relates to key decisions that will be required during the Discovery/Joint Requirements Development Session.
- Administrative – two (2) days – The purpose of Administrative training is to provide the in-depth knowledge necessary to support administration system features and functions for the set up and management of the Meridian Learning Management System.

MERIDIAN Deliverables	CLIENT Deliverables
<ul style="list-style-type: none"> Conduct required training sessions as depicted herein. Printed Student Guides for up to twelve (12) people. 	<ul style="list-style-type: none"> Provide list of trainees, location(s), and training equipment in order to facilitate a hands-on training and demonstration of product features and functionality. Pre-approval of travel reimbursement, if onsite instructor led training is required.
Assumptions	Acceptance Criteria
<ul style="list-style-type: none"> No more than twelve (12) people. Travel costs are not included in the cost. Implementation Readiness Training is provided prior to the Discovery/Joint Requirements Session. Administrative Training is typically provided towards the end of the implementation. schedule, prior to the Customer Acceptance Testing initiation; but can be mutually agreed upon. A minimum of two (2) weeks' notice is required prior to the scheduling of training in order to 	<ul style="list-style-type: none"> Delivery of the scoped number of days of training by type.

appropriately manage resource schedules and minimize travel costs/impacts. • End User Training is not provided within the current scope of services. • Train-the-Trainer Training is not provided within the current scope of services. • Technical Training is not provided within the current scope of services.	
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Training Cancellation Policies

Rescheduling or cancellations may result in a cancellation fee per the following schedule, plus any reasonable and necessary expenses incurred as a result of preparing to deliver the training described herein. Notification of a cancellation or reschedule must be made to MERIDIAN in writing.

- More than 20 business days prior to training – 0% of standard Training fee.
- 11-20 business days prior to training start – 25% of standard Training fee.
- 6-10 business days prior to training start – 50% of standard Training fee.
- 0-5 business days prior to training start – 100% of standard Training fee.

7. Standard Setup Tasks: Go-live Support

The purpose of this task is to provide CLIENT support from the initial deployment of configurations, branding, and integrations into the Meridian LMS CLIENT Production environment. This period allows the CLIENT to validate that Meridian LMS application containing all configuration, and integrations into the Production environment. Furthermore, it is the period in which the CLIENT is to finalize administrative configuration settings, new course and content readiness.

MERIDIAN Deliverables	CLIENT Deliverables
• Delivery of final branding, configurations, and integrations into the Meridian LMS CLIENT Production environment.	• Final sign-off on the delivery of the respective deliverables as stated in task B herein, by MERIDIAN.
Assumptions	Acceptance Criteria
• Go live support consist of ten (10) business days' worth of implementation resource support post completion of the initial deployment into the Meridian LMS CLIENT Production environment. • Extension of the Go Live task as defined herein will require additional funding.	• Completion of ten (10) business day's duration beyond the completion of the initial deployment into the Meridian LMS CLIENT Production environment.

8. Additional Tasks: Historical Data Migration

The purpose of this task is to provide a Data Migration with the standard Meridian LMS implementation services as depicted herein. The Legacy Data Migration (migration of user historical transcript data to Meridian LMS), Meridian will support a one-way, inbound, one-time Production data migration to import historical data based on the maximum record set of up to 100,000 records.

MERIDIAN Deliverables	CLIENT Deliverables
<ul style="list-style-type: none"> MERIDIAN Base Data Migration template. Configuration of the Meridian LMS HRIS Tool based upon the completed Requirements Document specified in task B.2 above. One pre-production load of a subset of CLIENT production ready data for CAT purposes. One production load of full user data into the CLIENT production environment. 	<ul style="list-style-type: none"> Backfill and delivery of the one (1) flat file to Meridian for processing: User Data, Transcripts.
Assumptions	Acceptance Criteria
<ul style="list-style-type: none"> One-way inbound Data Migration into the Meridian LMS application only. CLIENT cannot change the format of the Data Migration XLS file template. Meridian will load a subset of CLIENT production ready historical data in the Meridian LMS CLIENT Stage environment for testing purposes. Content is not included in-scope. MERIDIAN will conduct and support five (5) days of Customer Acceptance Testing for all tasks defined in section B herein. Upon completion of CAT, MERIDIAN will perform a one-time full data load of CLIENT production data in the Meridian LMS CLIENT production environment. 	<ul style="list-style-type: none"> Data Migration completed and tested per the Requirements specified in task B.2 above, in the Meridian LMS CLIENT Stage environment. One (1) final data load in Meridian LMS CLIENT Production environment.

9. Additional Tasks: Single Sign-On

The purpose of this task is to provide an Active Directory or SAML integration with the Meridian LMS implementation. Setup is limited to the Meridian LMS application out-of-the-box solution for the integration of Microsoft Active Directory services/LDAP/SAML 2.0.

MERIDIAN Deliverables	CLIENT Deliverables
<p>If Active Directory or LDAP:</p> <ul style="list-style-type: none"> Map Active Directory (AD) accounts to Meridian LMS using "sAMAccountName" or other unique identifier. Establish service to query AD. Configure IPsec tunnel. <p>If SAML 2.0:</p> <ul style="list-style-type: none"> Configure SAML Assertion Authentication. Configure digital certificate for SAML signature validation. Configure SSL certificate for Meridian LMS site. 	<p>If Active Directory or LDAP:</p> <ul style="list-style-type: none"> Provide remote access and credentials to access AD/LDAP for application Business Logic to query for authentication. Validate AD access in Meridian LMS CLIENT Stage and Production environment. <p>SAML 2.0:</p> <ul style="list-style-type: none"> Provide SAML Authentication environment. Provide digital certificate to enable SAML digital signature on Meridian LMS hosting server. Provide SSL certificate to enable secured communication between Meridian LMS and Authentication provider. Validate SAML access in Meridian LMS CLIENT Stage and Production environment.
Assumptions	Acceptance Criteria
<ul style="list-style-type: none"> Alternate or multiple Directory Services are out of scope. Single Sign-On mechanism must be utilized/enforced across all domains. SAML 2.0 Assertion integration assumes user accounts already exist in Meridian LMS and UID attributes of SAML assertion properly maps to the Meridian LMS Login ID. MERIDIAN will conduct and support five (5) days of Customer Acceptance Testing for all tasks defined in section B herein. 	<ul style="list-style-type: none"> AD/LDAP/SAML integration/access validated in Meridian LMS CLIENT Stage and Production environments; and per the Requirements specified in task B.2 herein.

10. Additional Tasks: eCommerce Integration

The purpose of this task is to provide E-Commerce integration with the Meridian LMS implementation. The Meridian LMS application has native and standard integration capabilities with CyberSource, PayPal, Digital River, Authorize.Net and Elavon's e-commerce engine. Meridian will support the configuration and setup of one integration to work with Client's respective merchant account.

MERIDIAN Deliverables	CLIENT Deliverables
<ul style="list-style-type: none"> Configuration of the Meridian LMS application e-Commerce functionality with Client's account (one (1) Payment Gateway only). 	<ul style="list-style-type: none"> Provide MERIDIAN with the applicable Merchant Account credentials.
Assumptions	Acceptance Criteria
<ul style="list-style-type: none"> CLIENT will provide MERIDIAN with the Merchant Account credentials to support the required configurations of the Merchant Account to be used/integrated with the Meridian LMS application's e-commerce functionality. Limited to one (1) payment Gateway only: TBD Any other Payment vendors requiring integration are not covered under this scope of work. MERIDIAN will conduct and support five (5) days of Customer Acceptance Testing for all tasks defined in section B herein. 	<ul style="list-style-type: none"> CLIENT validation of a successful transaction of purchase through e-commerce functionality into the live Merchant account. Confirmation that the e-commerce functionality has been correctly configured and is functioning with Customer's account information, and in the Requirements specified in task B.2 herein.

11. Additional Tasks: AdHoc

The purpose of this task is to install and setup the standard AdHoc reporting module for the CLIENT. Setup is limited to the Meridian LMS out of the box solution for AdHoc module that includes identified base product views and data object relationships.

MERIDIAN Deliverables	CLIENT Deliverables
<ul style="list-style-type: none"> Configuration of the Meridian LMS application. 	<ul style="list-style-type: none"> Provide MERIDIAN confirmation of functionality is configured within Stage/Production environments.
Assumptions	Acceptance Criteria
<ul style="list-style-type: none"> CLIENT to configure desired base/custom views and database object relationships through configuration console that are not currently exposed via the identified base product views. MERIDIAN will conduct and support five (5) days of Customer Acceptance Testing for all tasks defined in section B herein. 	<ul style="list-style-type: none"> Confirmation that the Meridian AdHoc functionality has been correctly configured and is functioning per the Requirements specified in task B.2 herein.

12. Additional Tasks: Open Sesame Integration

The purpose of this task is to configure and connect to the CLIENT's Open Sesame account of courseware. Setup is limited to the Meridian LMS out of the box solution.

MERIDIAN Deliverables	CLIENT Deliverables
• Configuration of the Meridian LMS application.	• Provide MERIDIAN all requested account information.
Assumptions	Acceptance Criteria
• MERIDIAN will create all needed configurations and database updates.	• Confirmation that the Meridian Open Sesame functionality has been correctly configured and is functioning per the Requirements.

13. Additional Tasks: HRIS/User Data Feed

C. Project Schedule

The scope of the implementation services as depicted herein is limited to a one (1) phase software deployment, estimated to take sixteen (16) weeks.

Schedule is dependent on CLIENT's ability to:

1. Complete all Discovery and Planning activities per the mutually agreed upon baselined Project Plan, including but not limited to:
 - a. Data Template Completion.
2. Provide Configuration and Integration Requirements in a timely manner.
3. Provide feedback on all loaded data in a timely manner.
4. Execute Customer Acceptance Testing activities per the agreed upon Project Plan.

A draft Project Plan will be provided within one (1) week after the Project Kick-Off date. The detailed Project Plan is subject to modification during the software implementation lifecycle with the mutual agreement of both the CLIENT and MERIDIAN.

D. Roles and Responsibilities

MERIDIAN and CLIENT agree to staff the Project at levels and conditions as set forth in the mutually agreed upon Project Plan. At a minimum, across all tasks as defined in section B.2 above, the Project will be staffed as follows:

MERIDIAN Resources

Role	Responsibilities	Participation	Skill Set
Project Manager	<ul style="list-style-type: none"> Acts as Meridian's single point of contact throughout the project. Develops and manages project plan. Manages project issues and mitigates risk on behalf of Meridian. Prepares for and conducts status meetings. Provides status reports and financial tracking. Conducts Requirement Confirmation Workshops. Participates in and coordinates design, configuration, development, testing and deployment activities. <p>Note: In most cases, the Meridian Project Manager is not fully dedicated to one specific customer deployment since the responsibility does not require a full-time resource.</p>	<ul style="list-style-type: none"> Deployment Stages. Discovery. Execute. Deploy. Warranty. Workstreams Project Mgmt. Software Setup. Meridian University. 	<ul style="list-style-type: none"> Project Management experience managing teams, issues, project schedules and financials. Meridian LMS configuration skills. Process definition skills.
Technical Solutions Architect	<ul style="list-style-type: none"> Conduct Requirement Confirmation workshops to gather in-scope product extension requirements for complex projects only. Drives the joint project team to a solution to meet all requirements in the most efficient and constructive manner. 	<ul style="list-style-type: none"> Deployment Stages. Discovery. Execute. Warranty. Workstreams Software Setup. 	<ul style="list-style-type: none"> Meridian LMS product features & functionality expert. Industry Business Process expert. SQL database skills. SQL query skills. Process definition skills. Data analysis skills.

	<ul style="list-style-type: none"> Participates in execution of software development and testing activities. 		<ul style="list-style-type: none"> Data conversion skills.
Implementation Consultant	<ul style="list-style-type: none"> Facilitates end-user and system admin Requirements Gathering Sessions. Confirms configuration requirements. Identifies gaps and works with integrated team to develop resolutions. Performs data conversion and migration activities. Configures and tests software per defined requirements. 	<ul style="list-style-type: none"> Deployment Stages. Discovery. Execute. Deploy. Warranty. Workstreams. Software Setup. 	<ul style="list-style-type: none"> Meridian LMS product configuration skills. In-depth Industry and process knowledge. SQL query skills. Process definition skills. Data analysis skills.
Application Developer	<ul style="list-style-type: none"> Establishes technical environments. Extends software for requirements not supported by out-of-the-box features & configurations. Configures/Develops integrations with the product per defined requirements. 	<ul style="list-style-type: none"> Deployment Stages. Discovery. Execute. Deploy. Warranty. Workstreams. Software Setup. 	<ul style="list-style-type: none"> Meridian LMS development expert. SQL database skills. SQL query skills. .NET development skills. Meridian LMS technical infrastructure skills.
Account Manager	<ul style="list-style-type: none"> Analyzes and assesses client's maturity level and skill sets. Assesses client's business processes and goals. Creates recommendations to drive the maturity and the business forward. 	<ul style="list-style-type: none"> Workstreams. Post Deployment. 	<ul style="list-style-type: none"> In-depth Industry knowledge. In-depth knowledge of industry best practices. Strategic planning. Project/Account Management.

	<ul style="list-style-type: none"> Establishes and tracks strategic initiatives. 		<ul style="list-style-type: none"> Process definition and development skills. Enablement and communications expert.
Meridian Trainer	<ul style="list-style-type: none"> Delivers Implementation Readiness and LMS Administrator training. Tailors training delivery to meet customer's business requirements and/or configuration decisions. Finalizes training logistics. 	<ul style="list-style-type: none"> Deployment Stages. Discovery. Execute. Workstreams Meridian University. 	<ul style="list-style-type: none"> Meridian LMS product features & functionality expert. In-depth knowledge of industry best practices.

E. Cost Estimate

Item Description	Cost
Standard Software Setup	\$ 28,875.00
Training	\$6,000.00
Historical Data Migration	\$14,190.00
Single Sign-On	\$4,950.00
eCommerce Integration	\$6,270.00
HRIS/User Data Feed	\$10,065.00
AdHoc Setup	\$4,290.00
Open Sesame Integration	<u>\$1,320.00</u>
Total Software Set up Fees	\$75,960.00

ASSUMPTIONS:

- All Services are an estimate based on the understanding of the scope of work. Implementation Services may vary based on increased domains, user audience, and scope, or time changes. Any additional Services that are identified through the workbook process (additional modifications, integrations, professional services support or consulting) can be added to this Agreement as needed or in a later CO SOW.

2. All pricing for additional scopes of work is valid for ninety (90) calendar days from the date of submission to the CLIENT.
3. Travel costs are not included in the Cost Estimate and will be invoiced per MERIDIAN'S current travel guidelines.

F. Out of Scope

The following is currently deemed outside of the scope for this implementation:

- Migrations, integrations, modifications to the system that are not explicitly included in the scope of this SOW.
- Custom reports, localization, documentation, or online help.
- Content cleansing, migration, or uploading unless specifically identified.
- Consulting or professional services not specified in the implementation tasks (i.e. courseware development, courseware troubleshooting, SCORM, HW/SW configurations or internal network setup or maintenance).
- Advanced Graphical design or other advanced (e.g. flash) GUI support.
- Editable training materials such as instructor and student guides.

G. Change Management

MERIDIAN recognizes that changes are a normal part of the project life cycle. Changes to the scope or timeline of the Services contemplated by this Agreement will require a formal Change Order Statement of Work ("Schedule 2") to be submitted by the MERIDIAN Project Manager to the CLIENT. Changes in scope may include an increase in cost and/or timeline and will be specified in each change request. Prior to beginning the change request, CLIENT must execute the Schedule 2 Change Order. MERIDIAN requires formal change acceptance before beginning work on any changes. Changes within the defined scope of the contract need approval by the CLIENT Project Manager and the MERIDIAN Project Manager. Acceptance for scope changes, are given when both the CLIENT Project Manager and the MERIDIAN Project Manager formally approve the change by signing off on Schedule 2 so that miscommunications are avoided. Project change procedure is as follows:

- i. Identify change (can originate from the CLIENT Project Manager or the MERIDIAN Project Manager);
- ii. MERIDIAN completes Change Request Form;
- iii. MERIDIAN Project Manager determines the impact of the proposed change (schedule, resources, time, and/or cost);
- iv. MERIDIAN Project Manager submits Schedule 2 to the CLIENT Project Manager for review/approval.
- v. MERIDIAN Project Manager receives approval from the CLIENT Project Manager within three (3) business days; and
- vi. MERIDIAN Project Manager modifies or, if necessary, re-baselines the Project Schedule and Plan to include the approved change.

- vii. Work begins as agreed upon to incorporate change; or,
- viii. MERIDIAN Project Manager works with the CLIENT Project Manager to either adjust the requirements or revise the workload distribution, documenting all changes on a revised Change Request Form.

Change Management Criteria are as follows:

- i. Any change that is outside the scope of effort defined in Schedule 1;
- ii. Any additional deliverable or service not defined in Schedule 1, or changes to an accepted deliverable;
- iii. Any subsequent modifications to an approved Change Request;
- iv. Modifications to the technical or management approach defined in Schedule 1;
- v. Any change in workload or environment or application inventory;
- vi. Any additional activity or task not defined in Schedule 1 for a planned deliverable;
- vii. A contradiction to items, assumptions or responsibilities stated in Schedule 1;
- viii. A delay in turnaround of approvals, information, answers to questions; and
- ix. Time lost due to reasons such as unavailability of equipment, software, or access to environment/infrastructure needed by the project team.

H. Acceptance Management

In an effort to avoid schedule delays stemming from delayed approvals of dependent tasks, MERIDIAN and CLIENT will mutually define a reasonable acceptance review period that does not jeopardize the project duration as outlined within the project management support period. Delays in accepting project deliverables could result in a schedule slippage equaling as much as one day for every day acceptance review is delayed. Below are the methods used to verify and validate each of the defined deliverable(s).

- i. **Deliverable Review and Approval.** MERIDIAN will provide deliverables to the CLIENT. Documentation deliverables will be provided to CLIENT in electronic form. A Deliverable Acceptance Form will be submitted to the CLIENT Project Manager for each deliverable. CLIENT will provide MERIDIAN with one set of consolidated comments. MERIDIAN will provide a CLIENT Quality Control (QC) sheet that may help the CLIENT collate all comments prior to delivering to MERIDIAN. The deliverable will be deemed acceptable when it satisfies the acceptance criteria specified for each deliverable or service or within ten (10) calendar days if no response is received. The Deliverable Acceptance will be signed and returned to MERIDIAN upon review of the deliverable within the mutually defined period as stated upon under acceptance management. In the event that the CLIENT rejects a deliverable, MERIDIAN will resubmit the deliverable to the CLIENT with the required changes within a mutually agreed upon timeline.
- ii. **Acceptance Authority.** CLIENT will specify a single point of contact with deliverable acceptance/sign off authority. Sign off acceptance is required for deliverable by the approving authority, prior to moving any customizations to the production site.
- iii. **Withholding Acceptance.** CLIENT shall not unreasonably withhold acceptance. If Acceptance is not granted or rejected within the mutually agreed upon timeframe, automatic

Acceptance will be granted. In the event that failure to provide Acceptance extends the timeframe of the implementation activities within the respective Schedule 1, CLIENT may be liable for additional Project Management time in order to extend the schedule.

- iv. **30 Day Post-Delivery Warranty.** After sign-off approval has been received, and MERIDIAN has delivered the files, CLIENT will have thirty (30) calendar days in which to report any production errors to the Project Manager. MERIDIAN will assess the error and correct as long as the error is within the scope of the original task completed. After thirty (30) calendar days from the date the files were delivered to the CLIENT, MERIDIAN will provide a cost estimate for any errors/revisions requested unless those costs are covered under separate sections of this Agreement. This warranty is only in terms of the work performed under the Exhibit A.

I. Invoicing Schedule

MERIDIAN will invoice Services based on the following deliverable milestones within the implementation timeline.

- i. **Contract Execution [30%]** – Upon Contract Execution, thirty percent (30%) of the SOW fee will be invoiced.
- ii. **Delivery to CLIENT Stage Environment [40%]** – At the point of all programmatic deliverables being released to the CLIENT Stage Environment for CLIENT review, the second forty percent (40%) of the SOW fee will be invoiced.
- iii. **Delivery to Production [30%]** – At the point of all programmatic deliverables being delivered for application to the Production Environment, thirty percent (30%) of the SOW fee will be invoiced.

J. Additional Services – Labor Rates

Labor Category	2021 Commercial Rate
Application Architect I	\$194.12
Application Architect II	\$222.33
Application Architect III	\$250.54
Application Developer I	\$143.67
Application Developer II	\$183.58
Labor Category	2021 Commercial Rate
Application Developer III	\$225.37
Computer Programmer	\$89.60
Computer Systems Analyst I	\$81.91
Computer Systems Analyst II	\$118.55
Computer Systems Analyst III	\$176.74
Functional IT Consultant I	\$156.57
Functional IT Consultant II	\$184.67
Functional IT Consultant III	\$186.85

Functional IT Consultant IV	\$237.21
Functional IT Consultant V	\$333.36
Information Technology Director I	\$226.59
Information Technology Director II	\$254.31
Information Technology Director III	\$305.17
Principal IT Reengineering Analyst	\$207.82
Principal Systems Engineer/Architect	\$189.09
Program Manager	\$291.69
Project Manager I	\$165.17
Project Manager II	\$185.19
Project Manager III	\$222.21
Project Manager IV	\$245.86
QA/QC Specialist I	\$92.48
QA/QC Specialist II	\$146.19
QA/QC Specialist III	\$190.02
Senior IT Re-engineering Analyst	\$140.42
Software Testing Engineering	\$138.48
Software Trainer	\$130.80
Sr. Technical Documentation Specialist	\$156.59
Sr. Quality Analyst	\$229.28
Web Designer I	\$89.79
Web Designer II	\$109.75
Web Designer III	\$129.71

K. Authorization

By signing below, CLIENT is authorizing MERIDIAN to move forward with the development and testing of the requested functionality, as detailed within this document. CLIENT agrees that the requirements, as documented herein, meet or exceed the expectation of the requested functionality.

Once signed, this page should be faxed or emailed to Meridian Knowledge Solutions, LLC:

To the attention of: Contracts
 Fax #: 703.322.9568
 Email legal@trustvip.com



MERIDIAN:

MERIDIAN KNOWLEDGE SOLUTIONS, LLC,
a Virginia, limited liability company

By: 

Printed Name: STEPHEN A. CARPENTER

Title: CHIEF ADMINISTRATIVE

Date: 05.23.2022 OFFICER

CLIENT:

City of Santa Ana

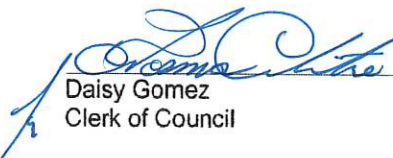
By: 

Printed Name: Kristine Ridge

Title: City Manager

Date: _____


ATTEST:


Daisy Gomez
Clerk of Council




APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By: 
Laura A. Rossini
Chief Assistant City Attorney

RECOMMENDED FOR APPROVAL:


Jason Motsick
Executive Director
Human Resources Agency

SCHEDULE 2

Software as a Service Subscription Term and Fees

Subscription Term and Fees

- a. Software:** Meridian LMS
- b. Modules/Components.** The following additional modules and components are included/enabled:
 - i. Dominknow
 - ii. Ad Hoc Report Builder
 - iii. **Optional Content Add-on, OpenSesame Plus 100: \$47,055 per year on a 3-year term (discounted by 2% if paid all three (3) years in advance).**
- c. Languages.** The following language packs are included/enabled:
 - i. English (US) [included]
- d. Initial Subscription Term**
The initial term of this subscription will be 3 years commencing from the Effective Date of this Agreement.
- e. Renewal Period Terms**
Upon expiration of the Initial Subscription Term, this Agreement will be renewable in subsequent one-year terms based on the then current pricing for the Applications, Modules/Components, and Languages listed above.
- f. Number of Authorized Users. Maximum of 1500 internal active users**
"Authorized Users" is defined as the total number of user accounts that have access to the system during the annual subscription term.
- g. Additional User Subscription Fees**
Additional "Authorized Users" can be added at any time during the Initial Term or Renewal Period Terms based on the then current Subscription pricing for additional users
- h. Bandwidth and Storage**
The following bandwidth and storage limitations are included as part of this Agreement. Any additional bandwidth or storage required by CLIENT will be subject to current published price list.
 - Bandwidth: 100GB/month (1.2 TB/annually – measured annually)
 - Additional content storage is priced at \$500 annually for 100 GB.

Bandwidth will be measured based upon total in/out traffic. Bandwidth will be monitored on a monthly basis in relation to the commitment levels, however bandwidth will be

measured based upon total usage over the annual term. Overage fees may apply to consuming more bandwidth.

i. Subscription Fees

The following subscription fees apply to this Agreement: If annual subscription fees for multiple years of the Initial Subscription Term are paid in advance and the CLIENT cancels in accordance with the General Terms and Conditions §11(b) after the first year of the Initial Subscription Term but prior to the start of the next annual term, the remaining subscription fee for the Initial Subscription Term will be refunded to the CLIENT.

Subscription Fees

Period of performance	Fees	Invoice date
5/18/2022 – 6/30/2022	\$3,576.89	On execution
7/1/2022 – 6/30/2023	\$30,362.00	On execution
7/1/2023 – 6/30/2024	\$30,362.00	On execution
7/1/2024 – 6/30/2025	\$30,362.00	On execution

Total subscription fees for 3 years and 43 days: \$94,662.89

j. Set-up Fee

The following set up fees apply to this Agreement, and are defined in Schedule One (1) of this agreement: \$75,960

[Signatures are on the next page]

**MERIDIAN:**

MERIDIAN KNOWLEDGE SOLUTIONS,
LLC, a Virginia, limited liability company

By: 

Printed Name:

Title: **STEPHEN A. CARPENTER**
CHIEF ADMINISTRATIVE

Date:

05-23-2022 OFFICER**CLIENT:**

City of Santa Ana

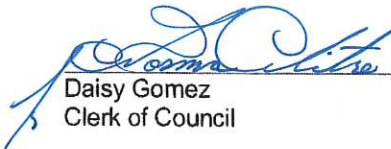
By: 

Printed Name: Kristine Ridge

Title: City Manager

Date:

ATTEST:


Daisy Gomez
Clerk of Council

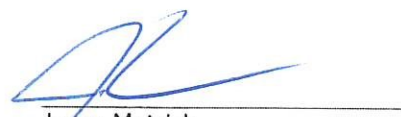
APPROVED AS TO FORM:

Sonia R. Carvalho
City AttorneyBy: 

Laura A. Rossini

Chief Assistant City Attorney

RECOMMENDED FOR APPROVAL:


Jason Motsick
Executive Director
Human Resources Agency



**CHANGE ORDER TO SCHEDULE 1
STATEMENT OF WORK #CO-001 (TEMPLATE)
IMPLEMENTATION OF THE MERIDIAN LMS
FOR City of Santa Ana**

This is a Change Order to Schedule 1 – Statement of Work # SOW-001, dated May 17, 2022, and defines changes to the work to be provided under the terms and conditions of the Contract Agreement signed between MERIDIAN and CLIENT.

A. Effective Date of this Change Order

This Change Order is effective upon its execution by MERIDIAN and CLIENT. The estimated Change Order commencement date is May 17, 2022.

B. Summary of Changes to the Scope of Implementation Professional Services

CLIENT has requested the following changes to the LMS implementation in support of **Additional content add-on**.

C. Authorization

By signing below, CLIENT is authorizing MERIDIAN to move forward with the development and testing of the requested functionality, as detailed within this document. CLIENT agrees that the requirements, as documented herein, meet or exceed the expectation of the requested functionality.

Once signed, this page should be faxed or emailed to Meridian Knowledge Solutions, LLC:
To the attention of: Contracts

Fax #: 703-322-9568

Email contracts@meridianks.com




SIGNATURE PAGE

MERIDIAN:
MERIDIAN KNOWLEDGE SOLUTIONS, LLC,
a Virginia, limited liability company

By:
Printed Name:
Title:
Date:

CLIENT:
City of Santa Ana

By: 
Printed Name: Kristine Ridge
Title: City Manager
Date: _____


ATTEST:


Daisy Gomez
Clerk of Council



APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By: 
Laura A. Rossini
Chief Assistant City Attorney

RECOMMENDED FOR APPROVAL:


Jason Molsick
Executive Director
Human Resources Agency



CERTIFICATE OF LIABILITY INSURANCE

Digitally signed

DATE (MM/DD/YYYY)

by Angie Acevedo 10/16/2022

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 (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596		CONTACT NAME: PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278 E-MAIL ADDRESS:	
INSURED Meridian Knowledge Solutions, LLC 80 Iron Point Circle, Suite 100 Folsom CA 95630		INSURER(S) AFFORDING COVERAGE NAIC #	
License#: 0564249 VISIINT-02		INSURER A: National Fire Insurance Company of Hartford INSURER B: Continental Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		20478 35289	

COVERAGES **CERTIFICATE NUMBER: 1483176704** **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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6043522527	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WC6043522561	10/15/2021	10/15/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: As Per Contract or Agreement on File with the Insured. The City, its officers, officials, employees, and volunteers are included as additional insureds (primary non contributory) on the General Liability policy per the attached, if required. Waiver of Subrogation is included on the General Liability and Worker's Compensation policies per the attached, if required. Notice of Cancellation is included on the General Liability policy, if required. The General Liability declarations page is attached, if required.

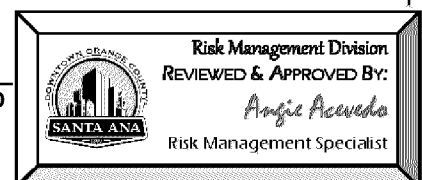
CERTIFICATE HOLDER **CANCELLATION**

City of Santa Ana Risk Management Division 20 Civic Center Plaza Santa Ana CA 92702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**CNA PARAMOUNT****Schedule of Forms and Endorsements**

Policy Number: 6043522527

I. CNA PARAMOUNT**A. Policyholder Notices**

Endm't Number	Form Title	Form Number	Form Edition
	PHN OFFER OF TERRORISM COVERAGE-DISCLOSUR OF PREM	CNA62820XX	01-21
	Notice To Policyholders Jurisdictional Inspections	CNA62823XX	07-17
	Policy Holder Notice - Countrywide - Premium Basis Used on Liability Schedules	CNA75144XX	04-15
	Policy Holder Notice - Countrywide	CNA89319XX	06-17

B. Policy Terms & Conditions

	Policy Declarations	CNA62639XX	09-12
	Schedule of Forms and Endorsements	CNA62640XX	09-12
	Common Terms and Conditions	CNA62642XX	10-15

II. POLICY COVERAGE PARTS**A. First Party Terms & Conditions**

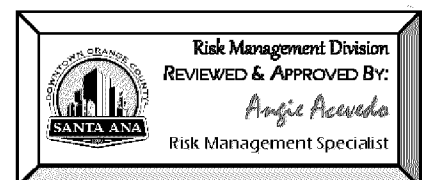
	First Party Glossary of Defined Terms	CNA62641XX	10-15
	First Party Terms and Conditions	CNA62647XX	10-15

B. Business Property

	Business Property Coverage Part Declarations	CNA62643XX	09-12
	Business Property Schedule of Coverages and Limits	CNA62645XX	10-15
	Business Property Schedule of Locations	CNA62644XX	10-15
1	Loss Payee or Mortgagee Schedule	CNA62728XX	10-15
	Business Property Coverage Part	CNA62648XX	10-15
2	Earthquake Coverage Endorsement	CNA62705XX	10-15
3	Flood Redefinition Endorsement	CNA81069XX	10-15
	Amendment to Schedule of Loss Payees or Mortgagees Endorsement (Extended) Endorsement	CNA76799XX	11-16

CNA62640XX 09-12

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**CNA PARAMOUNT****Schedule of Forms and Endorsements**

Policy Number: 6043522527

Endm't Number	Form Title	Form Number	Form Edition
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F. General Liability

	General Liability Coverage Part Declarations	CNA74694XX	01-15
	Additional Declarations - General Liability Schedule of Locations and Coverages	CNA75126XX	01-15
	Commercial General Liability Coverage Part	CG0001	04-13
4	Technology General Liability Extension Endorsement	CNA74872XX	01-15
5	General Aggregate Limit - Designated Locations Endorsement	CNA74827XX	01-15
6	General Aggregate Limit - Per Project Endorsement	CNA75061XX	01-15
7	Pollution Exclusion Amendatory Endorsement	CNA74843XX	01-15
8	Personal and Advertising Injury Specified Offenses Endorsement	CNA74907XX	01-15
9	Silica Exclusion Endorsement	CNA74687XX	01-15
10	Fungi / Mold / Mildew / Yeast / Microbe Exclusion Endorsement	CNA74708XX	01-15
11	Employment-Related Practices Exclusion Endorsement	CNA74761XX	01-15
12	Coverage Territory Amendment - Products Exclusion-Foreign Injury or Damage Endorsement	CNA74876XX	01-15
13	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - with Limited Bodily Injury Exception Endorsement	CNA75089XX	01-15

G. Employee Benefits Liability

	Employee Benefits Liability Coverage Part Declarations	CNA74693XX	01-15
	Additional Declarations - Employee Benefits Liability Schedule of Locations and Coverages	CNA75133XX	01-15
	Employee Benefits Liability Coverage Part - Occurrence	CNA74721XX	01-15



**CNA PARAMOUNT****Schedule of Forms and Endorsements**

Policy Number: 6043522527

Endm't Number	Form Title	Form Number	Form Edition
14	Employee Benefits Liability - Amended Definition of Executive Officer Endorsement	CNA86269XX	10-16

I. Stop Gap Liability

	Stop Gap Coverage Part Declarations	CNA74830XX	01-15
	Additional Declarations - Stop Gap Liability Schedule of Locations and Coverages	CNA75134XX	01-15
15	Stop Gap Liability Coverage Endorsement - Ohio	CNA75267OH	01-15
16	State Amendatory Endorsement (Stop Gap Liability) - Washington	CNA75267WA	01-15
17	SGL - Amend Def of Employee and Exec Officer End	CNA83894XX	10-15

III. POLICY ENDORSEMENTS

18	Amendment to Policy Declarations- Named Insured Endorsement	CNA62700XX	09-12
19	Broad Named Insured Endorsement	CNA75108XX	01-15
20	Bridge Endorsement	CNA62646XX	01-15
21	Cancellation / Non-Renewal - California	CNA62814CA	07-20
22	Amendatory Endorsement - California	CNA62815CA	07-20
23	Earlier Notice of Cancellation Provided by the Insurer Endorsement	CNA74658XX	01-15
24	Changes - Notice of Cancellation or Material Restriction Endorsement	CNA74702XX	01-15
25	Changes - Notice of Cancellation or Material Restriction Endorsement	CNA74702XX	01-15
26	Changes - Notice of Cancellation or Material Restriction Endorsement	CNA74702XX	01-15
27	Calculation of Premium Endorsement	CNA74726XX	01-15
28	Asbestos Exclusion Endorsement	CNA74719XX	01-15

CNA62640XX 09-12

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**CNA PARAMOUNT****Schedule of Forms and Endorsements**

Policy Number: 6043522527

Endm't Number	Form Title	Form Number	Form Edition
29	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	CNA74727XX	01-15
30	Cap on Losses from Certified Acts of Terrorism Endorsement	CNA81503XX	02-15





**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

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

Form No: G-19160-B (11-1997)

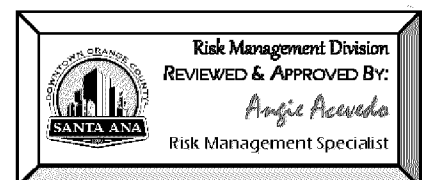
Policy No: **6043522561**

Endorsement No: 2; Page: 1 of 1

Policy Page: 32 of 46

Underwriting Company: The Continental Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

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

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

- 1. Additional Insureds**
- 2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance**
- 3. Bodily Injury – Expanded Definition**
- 4. Broad Knowledge of Occurrence/ Notice of Occurrence**
- 5. Broad Named Insured**
- 6. Estates, Legal Representatives and Spouses**
- 7. Expected Or Intended Injury – Exception for Reasonable Force**
- 8. In Rem Actions**
- 9. Incidental Health Care Malpractice Coverage**
- 10. Joint Ventures/Partnership/Limited Liability Companies**
- 11. Legal Liability – Damage To Premises**
- 12. Medical Payments**
- 13. Non-owned Aircraft Coverage**
- 14. Non-owned Watercraft**
- 15. Personal And Advertising Injury – Discrimination or Humiliation**
- 16. Personal And Advertising Injury - Limited Contractual Liability**
- 17. Property Damage - Elevators**
- 18. Supplementary Payments**
- 19. Property Damage – Patterns, Molds and Dies**
- 20. Unintentional Failure To Disclose Hazards**
- 21. Waiver of Subrogation – Blanket**

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CNA74872XX (1-15)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: VISIONARY INTEGRATION PROFESSIONALS, LLC.

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Policy No: 6043522527

Endorsement
Effective

**CNA PARAMOUNT****Technology General Liability Extension Endorsement****1. ADDITIONAL INSURED**

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

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

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

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

for which such additional insured seeks coverage.

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

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

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

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

A. Controlling Interest

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

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

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

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

B. Co-owner of Insured Premises

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

C. Grantor of Franchise

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

D. Lessor of Equipment

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

CNA74872XX (1-15)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: VISIONARY INTEGRATION PROFESSIONALS, LLC.

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Effective





Technology General Liability Extension Endorsement

E. Lessor of Land

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

F. Lessor of Premises

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

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

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

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

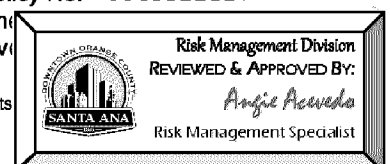
A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising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

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

The coverage granted by this paragraph does not apply to:

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

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



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

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

J. Vendor

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

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

CNA74872XX (1-15)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: VISIONARY INTEGRATION PROFESSIONALS, LLC.

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Effective



Technology General Liability Extension Endorsement

3. This Paragraph J. also does not apply:

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

K. Other Person Or Organization / Your Work

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

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

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

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

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

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

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

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

3. BODILY INJURY – EXPANDED DEFINITION

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

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

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

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

A. BROAD KNOWLEDGE OF OCCURRENCE

CNA74872XX (1-15)

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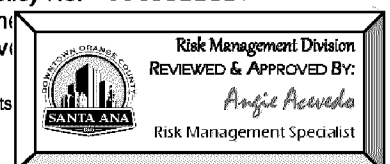
VALLEY FORGE INSURANCE COMPANY

Insured Name: VISIONARY INTEGRATION PROFESSIONALS, LLC.

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Policy No: 6043522527

Endorsement
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Technology General Liability Extension Endorsement

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

B. NOTICE OF OCCURRENCE

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

5. BROAD NAMED INSURED

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

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

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

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

But this **BROAD NAMED INSURED** provision does not apply to:

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

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

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.





Technology General Liability Extension Endorsement

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

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

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

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

This insurance does not apply to:

Expected or Intended Injury

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

8. IN REM ACTIONS

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

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

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

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

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

- (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.**
- (2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence;**
and

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

i. add the following to the Employers Liability exclusion:

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

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

This insurance does not apply to:

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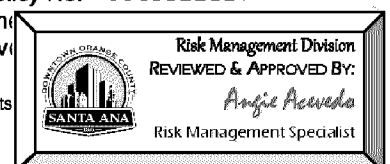
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**CNA PARAMOUNT****Technology General Liability Extension Endorsement****Contractual Liability**

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

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

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

Dishonesty or Crime

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

Medicare/Medicaid Fraud

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

Services Excluded by Endorsement

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

C. DEFINITIONS is amended to:

i. add the following definitions:

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

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

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

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

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

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

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

- iii. amend the definition of **Insured** to:

- a. add the following:

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

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

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

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

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

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

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

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

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

- c. add the following:

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

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

Other Insurance

b. **Excess Insurance**

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

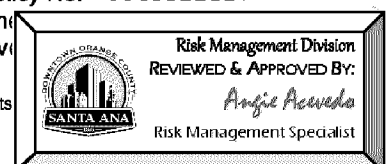
10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

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

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

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



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

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

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

11. LEGAL LIABILITY – DAMAGE TO PREMISES

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

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

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

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

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

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

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

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

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

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

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

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



**CNA PARAMOUNT****Technology General Liability Extension Endorsement****12. MEDICAL PAYMENTS**

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

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

(1) \$15,000 unless a different amount is shown here: _____ ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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

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

13. NON-OWNED AIRCRAFT

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

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

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

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

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

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

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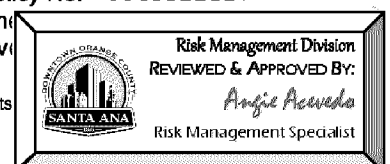
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Technology General Liability Extension Endorsement

Knowing Violation of Rights of Another

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

(a) the **Named Insured**; or

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

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

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

Premises Related Discrimination

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

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

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

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

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

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

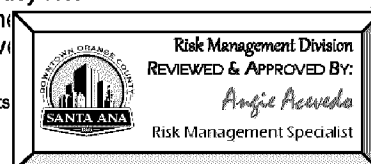
This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

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





Technology General Liability Extension Endorsement

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

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

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

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

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

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

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

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

17. PROPERTY DAMAGE – ELEVATORS

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

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

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

18. SUPPLEMENTARY PAYMENTS

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

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

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

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

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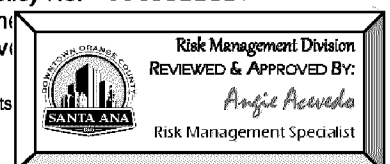
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Technology General Liability Extension Endorsement

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

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

21. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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





CNA PARAMOUNT

**Earlier Notice of Cancellation Provided
by the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE

Number of Days' Notice: 030

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **A.** of either the **CANCELLATION/NONRENEWAL** section of the **COMMON TERMS AND CONDITIONS** or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of the Policy remain unchanged.

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

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Endorsement No: 22

Effective Date: 10/15/2021

