



2-13-2015

CLERK OF COUNCIL

DATE: 6-30-14

## **Laserfiche Enterprise Software License and Professional Services Agreement**

This Enterprise Software License and Professional Services Agreement ("Agreement") entered into by and between Compulink Management Center, Inc., a California corporation doing business as Laserfiche ("Laserfiche"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California, with its primary place of business at 20 Civic Center Plaza, Santa Ana, CA 92701 (referred to as "Licensee").

### **RECITALS**

A. Laserfiche designs, develops and markets enterprise content management (ECM), business process management (BPM), and related software programs, products and professional services under the Laserfiche® brand name. Licensee desires to acquire the Laserfiche Software described in Schedule A (the "Laserfiche Software"), the professional services described in Schedule D and Section 4 (the "Services"), training described in Schedule E, and scanning services described in Schedule G of this Agreement.

B. Licensee has therefore requested, and Laserfiche has agreed to grant, an enterprise software license authorizing Licensee to use the Laserfiche Software on all computer hardware and peripherals owned, leased or managed by Licensee, subject to the terms and conditions of this Agreement.

C. Laserfiche Software constitutes valuable proprietary products, information and trade secrets of Laserfiche, embodying substantial creative efforts and confidential information, ideas, and expressions. Laserfiche has invested large amounts of capital and time to develop and promote the Laserfiche Software. Laserfiche claims copyrights and proprietary trade secrets in the Laserfiche Software.

THEREFORE, in consideration of the premises and covenants contained in this Agreement, Laserfiche and Licensee agree as follows:

### **AGREEMENT**

#### **1. Term.**

This Agreement commences on the date first written above and includes provisions with various terms.

The term of the software licenses purchased under this Agreement is perpetual and can only be terminated in accordance with Section 14, below.

The term for purchasing software licenses, training, and professional services under this Agreement is thirty-six (36) months during which the pricing and rates will be as described in this Agreement. Thereafter, pricing and rates will be at Laserfiche's then-published rates or as agreed upon by the parties.

The term for purchasing scanning services under this Agreement is thirty-six (36) months during which the pricing and rates will be as described in this Agreement. License may renew this provision for two (2) one (1) year renewals. Thereafter, pricing and rates will be at Laserfiche's then-published rates or as agreed upon by the parties.

The term for maintenance and support, referred to as the Laserfiche Software Assurance Plan ("LSAP"), will commence June 12, 2014, and continue for one (1) year. Thereafter, Licensee may renew the LSAP for one year terms on June 12 of each year. The annual LSAP rates will remain fixed during the first three (3) years and, thereafter, be subject to the increase limits set forth in this Agreement. The option to renew will be exercised by Licensee's Executive Director of the Finance and Management Services Agency or other authorized staff designated by Licensee.

## **2. Definitions.**

A. **"Laserfiche Software"** means any software program, application, integration, **customization**, derivative work, or related software product developed, created, written, owned, licensed, distributed, sold or marketed by Laserfiche or licensed or marketed under the Laserfiche® trademark. For purposes of this Agreement, "Laserfiche Software" is described in Schedule A and includes all maintenance modifications to the Laserfiche Software provided to licensees.

B. **"LSAP"** means the annual software maintenance agreement provided by Laserfiche to Licensee and known as the "Laserfiche Software Assurance Plan," or by its acronym **"LSAP."** All LSAP references in this Agreement shall refer to the LSAP "Basic" level of coverage which is described in Schedule F, attached and incorporated by this reference.

C. **"Acceptance"** means that the Laserfiche Software has performed substantially in conformance with Laserfiche's Warranty for 30 days following installation of the Laserfiche Software. Licensee will conduct User Acceptance Testing (pursuant to Section 2.D below) to determine if the Laserfiche Software has performed in accordance with Laserfiche's Warranty. Licensee's failure to notify Laserfiche in writing of any discrepancies within 30 days of installation of the Laserfiche Software will constitute Licensee's Acceptance. Upon Licensee's Acceptance of the Laserfiche Software, and except as otherwise specifically set forth in this Agreement, the Laserfiche Software license fee consideration paid to Laserfiche, together with the purchase of the LSAP maintenance agreement and the balance of any moneys due for the license of the Laserfiche Software, will all become final and non-refundable.

D. **"User Acceptance Testing (UAT)"** refers to the testing procedures used to ensure that the Laserfiche Software solution reasonably satisfies Licensee's functional requirements as set forth in the Scope of Work attached to this Agreement and that it complies with Laserfiche's Warranty. User Acceptance Testing is intended to identify and expose defects and bugs in the Laserfiche Software solution and to communicate all known issues to the Laserfiche project team and ensure that all issues are addressed in an appropriate manner before full implementation of the solution. During this stage of the project, Licensee should exhaustively test the system. This testing should be done using a testing plan developed by

Licensee and reviewed by Laserfiche's Professional Services Group ("PSG"). The goals of UAT are as follows:

- Goal #1: Identify and resolve all non-core-product defects that have occurred during the project's implementation process. For example, a Laserfiche workflow is accidentally configured to route a document to the wrong person.
- Goal #2: Identify and resolve all core product defects that are relevant to Licensee's particular implementation, but which may also affect other Laserfiche clients generally. For example, a Laserfiche Workflow product causes an error when trying to connect to a database, even though the product has been correctly configured during the project's implementation process. If an immediate resolution is not possible, an appropriate work-around may be implemented with Licensee's approval, which will not be refused unreasonably.
- Goal #3: Ensure the system satisfies all material technical and business requirements specified in the Scope of Work (SOW).

During the UAT phase of the project, it is especially important to identify defects associated with Goal #1 and Goal #3, as these defects will not be covered by the Laserfiche Software Assurance Plan (LSAP) after the project is completed.

Upon successful completion of the UAT, Licensee will sign a UAT form and will schedule the installation or implementation in the production environment. Before moving past the UAT phase of the project, Laserfiche PSG will require that Licensee give its written approval to move the system into production, which will not be refused unreasonably. Once Licensee approval is given, the project will unconditionally "close out" within 10 days after approval. If Licensee does not respond in writing to Laserfiche's request for approval to move the system into production within 10 days of Laserfiche's request, or Licensee does not reasonably refuse such approval within the 10-day period, Licensee will be deemed to have approved moving the system into production. After "close out," all new work not covered by the LSAP agreement will be considered a new billable project.

E. **Stabilization.** This stage of the project occurs after the system or component has started its production life following its Acceptance by Licensee. During this stage, one or more members of the Laserfiche PSG implementation team will be directly available to Licensee to help resolve all product issues (both core and non-core) that are identified in the production environment (although no work will be done in other environments). Unless otherwise stated in any SOW, the Stabilization stage will continue for 30 days following the commencement of the production phase, at which point the project will be considered closed. Once closed, all new work not expressly covered by LSAP will be considered a new billable project.

F. **"Delivery of Software"** means the date that Laserfiche delivers or makes available to Licensee the Laserfiche Software described in Schedule A for installation at the location(s) identified in Schedule B of this Agreement. Delivery of Software will be electronic via download from Laserfiche's web or ftp site.

G. **"Derivative Work"** means all software developed, created or written by or at the request of Laserfiche or any subsidiary or affiliate of it, which is based on or incorporates the Licensed Software. Derivative Work will include, without limitation express or implied, all translations, abridgments, condensation, improvements, updates, modifications, supplements, enhancements, or any other form or format in which the Licensed Software or the Documentation (as defined below) may be recast, transformed, adapted or revised. Derivative Work will also refer to any other software which the parties mutually designate in writing as a Derivative Work.

H. **"Documentation"** means the current versions of all manuals, toolkits, guides and other written instructions, including information in computer readable format, published by Laserfiche and currently being used in connection with the Laserfiche Software, including all written addenda, supplements, additions, and modifications to the Documentation.

I. **"Warranty"** means the Laserfiche's Limited Warranty as set forth in Section 11 of this Agreement.

### **3. Payment of License Fee for Laserfiche Software Licenses.**

A. **Laserfiche Software Licenses Purchased.** Licensee will pay Laserfiche the license fees for the Laserfiche Software Licenses Purchased specified in Schedule A.

B. **Laserfiche Software License Purchase Option.** Licensee will have the option to purchase additional (optional) Laserfiche Software Licenses at the prices specified in the Price Schedule listed in Schedule A for a period of thirty-six (36) months from the execution date of this Agreement ("Purchase Option").

After the thirty-six (36) month Purchase Option term expires, Licensee may purchase additional Software Licenses at Laserfiche's then published prices, unless the parties agree to different prices at that time.

Additional Software License purchases will be ordered by way of a purchase order or purchase communication referencing this Agreement from Licensee's Executive Director of Finance and Management Services Agency or Licensee's other authorized designee to the Laserfiche Account Representative assigned to Licensee.

C. **Software Payment Terms.** All Laserfiche Software products will be subject to the terms, covenants, conditions, restrictions, disclaimers and limitations in this Agreement. The payment terms are specified in Schedule C. The payment of the software license fee by Licensee to Laserfiche will become final and non-refundable upon Acceptance of the Laserfiche Software. Time is of the essence in regard to all payments due under this Agreement.

### **4. Professional Services.**

Laserfiche will provide consulting, development, integration, installation, configuration, custom training, and other implementation services (the "Services") that are specified in any Scope of Work document ("SOW") that may be attached to Schedule D and incorporated to this Agreement by reference at any time during the term of this Agreement. The Services to be

furnished and any SOW attached to this Agreement are subject to the following terms and conditions:

A. Payment for Services

(1) **VIP Professional Services.** Laserfiche provides a VIP Professional Services Pack that includes a designated number of pre-paid discounted Laserfiche professional services hours as well as other special client benefits including admission to the annual Laserfiche User Conference. VIP Service hours are most commonly utilized to provide services that are not covered by LSAP as well as for small projects that come up throughout the year.

Licensee will pay Laserfiche the amounts for the quantities of the VIP Professional Services Pack(s) specified in Schedule D, Description of Professional Services, for the June 12, 2014, - June 11, 2015, period. Licensee may use these hours as it desires for Laserfiche professional services engagements with an associated SOW totaling 40 hours or less. The VIP Professional Services Pack hours can fund Laserfiche professional services including installation, configuration, custom training, consulting, project management, and other implementation services involving the Laserfiche solution. The term of each VIP Professional Services Pack purchased will be one (1) year and will coincide with the annual LSAP maintenance term. Laserfiche will track Licensee's VIP Professional Services hours used and provide usage and balance information to Licensee upon request. Unused VIP Professional Services hours will expire at the end of that year's term. Licensee is not required to purchase the VIP Professional Services Pack but may do so in whole or fractional amounts with each year's LSAP renewal.

(2) **Fees, Price Protection.** Laserfiche Professional Service hours provided will be deducted from any available hours in Licensee's VIP Professional Services Pack Hours bank. When Licensee's VIP Professional Services Pack hours have been exhausted, Laserfiche Professional Services will be billed to Licensee on a Time and Materials (T&M) basis of the actual hours worked at the Laserfiche Professional Services Rates specified in Schedule D.

Laserfiche will make available Laserfiche Professional Services to Licensee at the rates specified in Schedule D for a period of thirty-six (36) months from the execution date of this Agreement. Thereafter, Professional Services rates will be at Laserfiche's then-published rates or as agreed upon by the parties.

The fees specified in any SOW are the total fees and charges for the Services specifically described in that SOW. If Licensee requires Services not specified in the SOW, or if the scope of work changes, Laserfiche will provide such Services at the rates specified in Schedule D, or, if after the term of this Agreement, at Laserfiche's then-published rates. Upon Licensee's Acceptance of all or any portion of the Services or Acceptance of the Laserfiche Software, and except as otherwise specifically set forth in this Agreement, the fees paid or owed to Laserfiche for the Services which Laserfiche has furnished before such Acceptance will be final and non-refundable.

(3) Out-of-Pocket Expenses. Laserfiche will not charge travel-related expenses or time for travel to and from Licensee's location in Santa Ana, California. Licensee will reimburse Laserfiche for all other reasonable out-of-pocket expenses as specified in the SOW that are incurred in performance of the Services. Laserfiche will obtain Licensee's written approval before incurring an expense which is not authorized by any SOW, purchase order, or other writing signed by Licensee, and which exceeds \$2,500, unless Laserfiche incurs the expense due to emergency or other unforeseen circumstances which delay Laserfiche's ability to obtain such approval, in which case Laserfiche will seek approval of the expense after the fact. Licensee will approve all reasonable and necessary expenses incurred by Laserfiche in performance of the Services within 10 business days following Laserfiche's request for approval. Approval of expenses may be by email, fax or other communication confirmed in writing.

B. Obligations of Laserfiche

(1) Work on Licensee's Premises. Laserfiche's employees and agents will, whenever on Licensee's premises, obey all reasonable instructions and directions issued by Licensee.

(2) Project Manager. Laserfiche will assign a Project Manager for the work to be provided in any SOW. The Project Manager will act as Laserfiche's representative and contact person with regard to the Services furnished to Licensee pursuant to this Agreement. Should this person no longer be active on Licensee's account or cease to be employed by Laserfiche for any reason, Laserfiche will designate a successor Project Manager reasonably acceptable to Licensee.

(3) Consultations, Reports. Laserfiche will make available Laserfiche's representative, who will be mutually agreed upon by Laserfiche and Licensee, for monthly meetings, either in person or by telephone conference, to review the progress of all work under this Agreement. If requested by Licensee, Laserfiche will also prepare and submit to Licensee each month a written report setting forth the status of such work in a format to be mutually agreed upon by Laserfiche and Licensee.

C. Obligations of Licensee

(1) Licensee agrees to make available to Laserfiche, upon reasonable notice, computer programs, data and documentation required by Laserfiche to complete the Services.

(2) Project Manager. Licensee will assign its own Project Manager to be Licensee's representative and contact person with regard to the Services to be furnished to Licensee pursuant to this Agreement; and should this person no longer be active on the Laserfiche project or cease to be employed by Licensee for any reason, Licensee will designate a successor Project Manager reasonably acceptable to Laserfiche.

D. SOWs

(1) When requested by Licensee during the term of this Agreement, the parties will in good faith negotiate and develop a Scope of Work document ("SOW") which, upon signing, will be attached to and incorporated to this Agreement by reference. The following provisions will govern SOWs generally:

a. Term. In the absence of an express provision for the duration or early termination of a SOW, each SOW will be terminable in accordance with the provisions of this Agreement.

b. Payment. SOWs may specify their own payment terms but should be based on the rates specified in Schedule D. In addition to Time and Materials (T&M), payment terms may be lump sum, periodic payment, payment against performance milestones, or a fixed price. If not specified, payment terms shall be T&M. As described above, VIP Professional Service hours may be used to fund SOWs.

c. Content. SOWs will include written specifications for the work to be performed such as engagement goals and objective, requirements, time frame, resources, estimated hours and / or cost, and any other information that helps define the scope of the engagement. The content of the SOW will be flexible based on the type and size of the engagement.

d. Costs of Negotiating. Each party will bear its respective costs relating to the negotiation of each SOW.

e. Other. Each SOW may contain such additional terms and conditions as may be mutually agreed to by the parties.

(2) Installation and Testing. All computer software programs developed or provided pursuant to any SOW will be subject to Acceptance pursuant to the Acceptance procedures and practices described in Section 2.D of this Agreement. If any software developed by Laserfiche pursuant to any SOW is not accepted, or if Licensee decides to terminate Services of the SOW before Acceptance of the completed work, Licensee may terminate the SOW without obligation to compensate Laserfiche for Services not yet provided as of the effective date of termination unless the SOW provides for different payment terms on termination. However, Licensee will nevertheless compensate Laserfiche for its Services provided prior to the effective date of termination, based on time and materials consistent with the rates agreed upon in the attached Schedules. Upon Acceptance of the Laserfiche Software or Acceptance of the Services, all fees for the Services furnished before such Acceptance will be final and non-refundable.

#### E. Recruitment

During the term of this Agreement and for six months thereafter, and except as limited by applicable law, Laserfiche and Licensee agree not to recruit, hire or subcontract with the employees or full-time consultants (or who were formerly employed or full-time consultants in the previous six months) of the other party unless written permission is obtained from the other party. If a party breaches this Section, the breaching party will, within ten days of such breach,

pay the non-breaching party liquidated damages in an amount equal to 100% of the total salary or compensation paid by the non-breaching party to such current or former employee or full-time consultant in the last twelve months of his or her employment or consulting work. The parties further agree that money damages may not be an adequate remedy for a breach by a party of this Section and, therefore, in addition to any other legal or equitable remedies available to it, the non-breaching party will be entitled to obtain an injunction against such hiring and employment.

F. Limited Warranty on Services

Laserfiche warrants the following with respect to Services performed:

(1) Compliance with Specifications. Laserfiche's Services will substantially conform to the descriptions of the Services (including performance capabilities, completeness, specifications, configurations, and function) set forth in any SOW.

(2) Laserfiche Professionals. All Services provided by Laserfiche will be performed in a professional manner by qualified personnel. Laserfiche personnel will observe and comply with Licensee's security procedures, rules, regulations, policies, working hours and holiday schedules. In performing services at Licensee locations, Laserfiche personnel will use their best efforts to minimize any disruption to Licensee's normal business operations

(3) Compliance with Specifications after Acceptance. For a period of 30 days after Acceptance of any Services, any custom software programs developed under this Agreement will operate substantially in conformance with the specifications for such software.

(4) Non-Infringement of Third Party Rights. The Services will not violate or infringe upon the intellectual property rights of third parties, including their trade secrets, proprietary information, or trademark, copyright or patent rights.

(5) Limitations. Laserfiche's liability for breach of any of the above warranties or for any damages resulting from a breach of warranty will be strictly limited as set forth in Section 11 below ("LIMITATION OF LIABILITY AND DAMAGES").

**5. Installation and Training.**

A. Licensee will take the "ownership" role for installing the Laserfiche Software in the locations described in Schedule B of this Agreement.

B. Laserfiche will provide training to Licensee personnel as described in Schedule E of this Agreement.

C. Licensee personnel may attend scheduled training sessions at Laserfiche's offices in Long Beach, California, at Laserfiche's published charges. All Licensee personnel who attend training sessions will be responsible for any travel, food, lodging or other out-of-pocket business expenses incurred in attending the training session.

## **6. Laserfiche Software Assurance Plan (LSAP).**

A. Laserfiche will provide Licensee the Laserfiche Software Assurance Plan (LSAP) as described in Schedule F, Laserfiche Software Assurance Plan, attached to this Agreement.

B. LSAP support services will commence beginning with the Delivery of Software for installation at Licensee's locations. The parties recognize that the rollout of the Laserfiche Software for Licensee may present unique issues. Therefore, upon Licensee's request, Laserfiche will use its reasonable best efforts to expedite its responses to Licensee's requests for assistance to facilitate Licensee's Acceptance of the Laserfiche Software.

C. The LSAP fees charged for additional Software Licenses purchased under the Purchase Option term of this Agreement (section 3.B) or beyond for the same Laserfiche Software Component License(s) Licensee already owns at that time (e.g.: to increase quantity) will be at the same rate(s) Licensee is already paying for said Software Component License(s) LSAP during that LSAP maintenance year. This will provide consistent rates on LSAP invoices for Software Licenses purchased at different times.

The LSAP fees charged for additional Software Licenses purchased under the Purchase Option term of this Agreement (section 3.B) in which Licensee does not already own said Software Component License(s) will be at the rate(s) specified in the Laserfiche Price Schedule listed in Schedule A for that LSAP maintenance year.

## **7. Grant of License.**

**Description.** Laserfiche grants Licensee a limited, irrevocable, non-exclusive, non-transferable license to use the Laserfiche Software described on Schedule A, subject to the terms and conditions of this Agreement and the License File which accompanies the Laserfiche Software. The Laserfiche Software may include, without limitation express or implied, some or all of the following types of software: (a) "Server Software" that provides document management services to other programs, and "Client Software" that allows a computer or workstation to access or utilize the services provided by the Server Software; (b) "Stand-alone Software" that operates on a single computer; and (c) "Plug-in Software Modules" that can be added to the previously mentioned Software packages. If a separate, express license applies to particular Laserfiche Software, such as terms that accompany a software development kit, "demonstration" software provided only for demonstration, testing and feedback purposes or software designated for "application service provider" purposes, those terms apply. Otherwise, this Agreement applies to the Laserfiche Software that is described in Schedule A and one or more License Files, which constitute plain text and machine readable code generated by Laserfiche, reside on the server or computer folders containing the Laserfiche Software, and are installed as part of the processing of downloading the Laserfiche Software. Laserfiche grants Licensee a limited, non-exclusive, non-transferable license to use the Laserfiche Software subject to the terms and conditions of this Agreement and the License Files which accompany the Laserfiche Software.

### **A. Limitations and Requirements.**

(1) The License Files constitute part of this Agreement. The License Files define the scope and limitations of the Software. Licensee may use the Software only for

the number and types of users, until the expiration date(s), if any, described in the License Files, and subject to the other limitations specified in the License Files. If Licensee receives a License Manager program that enables installation of the Software for access by multiple users, Licensee may use the License Manager program only to install the Software for access by the numbers and types of users, and subject to the other limitations described in the applicable License File.

(2) If a Rio product is being licensed, Licensee may install up to the maximum number copies of the Server Software listed in the applicable License File (labeled as "instances") to multiple physical or virtual operating system environments so long as those installations have continuous network access to a running instance of the included License Manager program. Licensee may install only one copy of any License Manager program on a single physical or a single virtual operating system environment.

(3) The Server Software may only be operated with the database system(s) (Microsoft SQL Server or Oracle) listed in the applicable License File. If no database system is listed in a License File, then such Server Software may only be operated with Microsoft SQL Server Express.

(4) If a License File includes an item labeled as "databases" (also known as repositories), the Server Software may only host the number of databases listed in the License File, unless Licensee is acquiring a license to the Laserfiche Rio product. If Laserfiche Rio is being licensed, each running copy of the Server Software may host up to the number of databases listed in the License File.

(5) If a License File indicates that the Software includes "named user connections," Licensee may allocate the named user connections to specific individuals or devices at Licensee's discretion. When a named user connection is allocated to a specific individual person's Laserfiche or external directory account, that individual may not share the use of that named user connection by sharing the use of the account with others. When a named user connection is allocated to a device, the connection may only be used from that device and various individuals may share the use of that device so long as only one individual is accessing the Server Software from that device at a time. There are two types of named user connections – named user connections capable of modifying a database governed by the Server (referred to as "Named Full User" connections and listed in the License File as "named read-write objects") and named user connections capable of only read-only access (referred to as "Named Retrieval" connections and listed in the License File as "named read-only objects"). Only the maximum number of each type of named user connection listed in the applicable License File may be allocated to individuals or devices. Named user connections may not be routinely reallocated for the purpose of lessening the number of named user connections required. A third type of named user connection is available on a limited basis, which has all of the capabilities of a Named Retrieval User connection, plus a limited set of additional read-write capabilities, which are listed in the License File. This third type of connection is referred to as "Restricted Named User" connection and is listed in the License File as "RestrictedNamedUserLimit." The Restricted Named User Connection has the additional capabilities listed in the License File in a section called "RestrictedUserFeatures." Only

the maximum number of each type of named user connection listed in the applicable License File may be allocated to individuals or devices. Named user connections may not be routinely reallocated for the purpose of reducing the number of named user connections required.

(6) If a License File indicates that the Software includes "concurrent user connections," the concurrent user connections may be shared among individuals. There are two types of concurrent user connections – concurrent user connections capable of modifying a database governed by the Server (referred to as "Full User" connections and listed in the License File as "read-write users") and concurrent user connections capable of only read-only access (referred to as "Retrieval" connections and listed in the License File as "read-only users"). Once the maximum number of read-write or read-only concurrent user connections specified in the applicable License File is reached, no additional user connections of that type may be made, until some user connections of that type are closed. Individuals who require write access in the course of their work must use a Full User connection at all times; thus, individuals assigned to use a Full User connection may not use a Retrieval connection to perform read-only tasks which do not require a Full User connection. Hardware or software may not be used to reduce the number of concurrent user connections required for individuals to access or otherwise utilize Server services (sometimes called "multiplexing").

(7) If a License File indicates that the Software lists a maximum number of "Public Portal connections" (listed as "read-only public portals"), which are intended to allow members of the public (referred to as "Public Users") read-only access to the Server Software only using a Laserfiche application known as WebLink, then once the maximum number of Public Portal connections specified in the License File is reached, no additional Public Portal connections may be made until some Public Portal connections are closed. If the License File lists a maximum number of CPU sockets that may be utilized to support Public Portal access (listed as "read-only CPU limit"), then Public Portal connections may be made only if the physical or virtual machine on which the Server Software is running has the listed number of CPUs or fewer. If neither a maximum number of Public Portal connections nor a maximum number of CPUs for Public Portal access is listed in the applicable License File, then no Public Portal connections may be made. If the Software is licensed with the Web Distribution Portal (listed as "SecurityProfiles=1" in the License File), all connections through WebLink will have the same security profile.

(8) Licensee may not install a version of the Server Software later than the version listed in the applicable License File.

(9) If a License File lists an expiration date, the Software referenced in the License File may not be run after that date.

(10) If a License File specifies one or more languages, then the Laserfiche user interface may only be run in those languages.

(11) If Software requires a product key or keys to install or access it, Licensee is responsible for the use of the keys assigned to Licensee. Licensee is not authorized to share the keys with third parties.

(12) Activation associates the use of particular Software with a specific device. This procedure is to prevent unlicensed use. During activation, the Software will send information about the Software and the device to Laserfiche. This information may include the product key of the Software, the internet protocol address of the device and information derived from the hardware configuration of the device. By downloading and using the Software, Licensee consents to the transmission of this information.

(13) Add-ons and additional features that the Software can support may be used only when listed in a License File.

(14) If Licensee desires to upgrade or enhance the capabilities of the Software or the numbers of users, connections or other features, Licensee must acquire the required additional rights from Laserfiche or an authorized reseller, in which case Licensee will also receive a new or updated License File.

(15) The Software may only be used as intended, according to the capabilities made available through its various user interfaces and according to the Documentation.

(16) As between Laserfiche and Licensee, Licensee will be solely responsible for configuring the Software and the databases to restrict access only to particular individuals who are permitted users hereunder. Licensee may delegate responsibilities relating to configuration to a third-party such as a reseller; however, it remains ultimately liable for complying with this License Agreement and the applicable License Files. Licensee waives all liability, claims, damages and suits against Laserfiche, and all of its employees, officers, directors and contractors in any way related to the unauthorized disclosure of, or access to, information or documentation in the databases, whether or not due to a defect in or malfunction of the Software. Licensee acknowledges that this License Agreement contains other limited warranties and limitations and waivers of damages and claims, and that Licensee's waiver of liability in this section will be in addition to, and not in lieu of, Licensee's other waivers set forth elsewhere in this License Agreement.

(17) If Software is furnished to Licensee with materials indicating that it is "Demonstration, " "Beta" or "Test" software, Licensee acknowledges that: (A) Laserfiche is furnishing the Software to Licensee solely for demonstration, or testing and feedback purposes; (B) Licensee is strictly prohibited from using the Software for any purposes other than (i) demonstration of its capabilities to prospective licensees of the Software, (ii) evaluation and / or testing of the Software for suitability for the period allowed in the applicable License File, or (iii) providing feedback to Laserfiche; (C) testing does not include staging on a server in a production environment, such as loading content before or in conjunction with production use; (D) Laserfiche makes no warranties, representations or any other claims with regard to the Software's usability, reliability, performance, or overall quality; (E) Licensee will indemnify and defend Laserfiche

against any claim, suit, damages or other losses, including attorney's fees and expenses, resulting from the use of the Software by Licensee; and (F) Licensee's receipt of the Software does not constitute a license to use, sell, distribute, or commercialize the Software or copies of it. No compensation will be paid to Licensee for any use of the Software or for performing any service or giving any advice, analysis, or feedback to, or for the benefit of, Laserfiche. Licensee assigns and agrees to assign to Laserfiche without charge any suggestions, ideas, improvements and resulting intellectual property relating to any feedback it provides, for any purpose. Laserfiche's rights to the feedback survive the termination of this License Agreement.

(18) If the License File lists the Standard Forms feature, then the forms features of Laserfiche may be used by Named Full Users. If the License File lists the Forms Portal feature, then Public Users may submit forms that initiate a forms business process, but Public Users may not participate in subsequent steps in the forms business processes, or create or configure forms or forms business processes, or otherwise use the forms features of Laserfiche. Named Retrieval Users and Restricted Named Users are defined as Public Users for this purpose. If the License File lists the Forms Portal and Authenticated Participants, then users designated as Authenticated Participants may submit forms after authentication and may participate in forms business processes at steps after the initial submission. However, Authenticated Participants may not create or configure forms or forms business processes or otherwise use the forms features of Laserfiche.

B. **Compatibility.** Except as expressly warranted in the Documentation, Laserfiche does not warrant the Laserfiche Software for any computer and operating system. Licensee will be responsible for consulting with Laserfiche for information about compatibility. Licensee acknowledges and agrees that Laserfiche will not have any responsibility or liability for any defect, problem or software error which in any way results from or is attributable to any non-Laserfiche software, program, code, utility or application provided by Licensee, Laserfiche or any other third party provider.

## **8. Protection of Confidential Information.**

A. Each party may have access to information that is confidential to the other party ("Confidential Information"). Laserfiche's Confidential Information will include, but not be limited to, the Laserfiche Software, including the object code, source code, and Documentation, the terms of this Agreement and all referenced schedules, formulas, methods, know how, processes, designs new products, developmental work, derivative works, the terms and pricing under this Agreement, and any other information which is clearly identified in writing at the time of disclosure as confidential and that meets the criteria for non-disclosure under laws of the State of California, including the California Public Records Act. During the term of this Agreement and for seven years following its termination, and for such additional term as the Laserfiche Software remains Laserfiche's trade secret or Confidential Information, Licensee will not directly or indirectly, alone or in conjunction with any other person or company, (a) attempt to write or develop software in order to discover the Laserfiche Software source code or other trade secrets contained in the Laserfiche Software; or (b) utilize the Laserfiche Software,

Documentation, or the Confidential Information, either directly or indirectly, to sell, market or distribute any software product which competes with the Laserfiche Software; or (c) utilize the Laserfiche Software, Documentation, or Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing or distributing any software product which competes with the Laserfiche Software; or (d) publish the Laserfiche Software for others to copy; or (e) utilize the Laserfiche Software, Documentation, or Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Laserfiche Software to a software product which competes with the Laserfiche Software; or (f) remove any product identification, copyright legend or other notices from the Laserfiche Software or Documentation, or directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Laserfiche Software claimed by Laserfiche or third parties identified in the Laserfiche Software or Documentation. The software source code and the trade secrets therein are not licensed to Licensee, and all modifications, additions, or deletions are strictly prohibited. Licensee must obtain Laserfiche's prior written approval to disclose to a third party the results of any benchmark test of the Laserfiche Software unless such disclosure is required under the laws of the State of California, including the California Public Records Act.

B. Licensee's Confidential Information will include, but not be limited to, its trade secrets, methods, processes, procedures, formulas, know-how, designs, new products, developmental work, marketing requirements, marketing plans, customer names and data, prospective customer names and data, the terms of this Agreement and all referenced schedules, and any other information clearly identified in writing at the time of disclosure as confidential and that meets the criteria for non-disclosure under laws of the State of California, including the California Public Records Act.

C. Confidential Information also includes all information received from third parties that either party is obligated to treat as confidential and all verbally-disclosed information that is identified by either party as confidential, provided that any unwritten confidential information is subsequently (within 30 days of disclosure) confirmed to be confidential by a written memorandum describing the information furnished, claiming the information to be confidential, and describing the circumstances under which it was furnished.

D. Confidential Information will not include information that: (i) was in the other party's lawful possession before its disclosure and was not obtained, directly or indirectly, as a result of a breach of confidentiality or violation of law by any non-party to this Agreement; or (ii) is or becomes a part of the public domain through no wrongful or illegal act or omission of the other party or of any non-party who breached a duty of confidentiality by placing the Confidential Information in the public domain; or (iii) is lawfully disclosed to the other party by a non-party without restriction on disclosure; or (iv) is independently and lawfully developed by the other party without use of or reference to the other party's Confidential Information or breach of this Agreement. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that, if permitted by law, the responding party will first have used reasonable efforts to provide notice to the other party of such a request or order, in order to permit such other party to oppose such disclosure or to obtain

a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued.

E. The parties will not, unless required by law, make each other's Confidential Information available in any form to any third party (except each party's respective legal, tax, and accounting advisors, technology consultants, and other persons who have a reasonable need to know such Confidential Information for performance by Laserfiche or Licensee under this Agreement) or to use each other's Confidential Information for any purpose other than in the performance of this Agreement. Except to persons described in the previous sentence, Licensee will not disclose the results of any Acceptance tests results or findings without Laserfiche's prior written approval. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Agreement. The parties agree to hold each other's Confidential Information in confidence during and for seven years after the termination of this Agreement or until such Confidential Information is no longer confidential. Each party acknowledges and agrees that, because of the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this confidentiality provision, and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party will be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.

F. The exchanged Confidential Information will remain the property of the party disclosing such Confidential Information, and upon request, except where provided expressly to the contrary herein, the receiving party will return all Confidential Information received in tangible form to the disclosing party, or at the disclosing party's option, destroy all such Confidential Information and certify such destruction to the disclosing party.

## **9. Ownership of Data and Works; Copyright.**

A. Ownership. The Laserfiche Software is licensed and not sold. Laserfiche will retain ownership of, and title to, the Laserfiche Software and Documentation (including all adaptations, derivative works or copies). Licensee agrees that Laserfiche is the owner of all rights, title and interest in all computer programs that comprise the Laserfiche Software, including any source code, object code, derivative works, enhancements and modifications, all files, including input and output materials, all Documentation related to such computer programs and files, all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media) and all related material that are used by, developed for, or paid for by Licensee in connection with the performance of any Services provided by Laserfiche. Licensee is acquiring the license under the terms described in this Agreement and the License File(s) described in Section 7.A above, and Licensee acquires no other rights. Licensee will retain ownership of, and title to, all content, data files, and similar materials developed and stored by Licensee.

B. Proprietary Rights. The Laserfiche Software and the Documentation are protected by United States and other international copyright laws, conventions and treaties. Licensee agrees that all copyrights and other proprietary rights in computer programs, files, Documentation, and related materials that are paid for by Licensee or developed by Laserfiche in connection with this Agreement are owned by Laserfiche, and Licensee hereby assigns to

Laserfiche all right, title and interest in such copyrights and other proprietary rights. Licensee may copy the Documentation solely for internal, reference purposes, as long as this Agreement is in effect and the copy includes all trademark and copyright notices set forth on the Documentation, and the use of such copy does not violate or breach any other term or provision of this Agreement.

#### **10. Other Restrictions.**

Licensee may not sublicense, assign, loan, duplicate, rent, lease, convey or otherwise use, transfer, copy, translate, convert to another programming language, alter, modify, decompile, disassemble or reverse engineer the Laserfiche Software, in whole or in part, except as expressly permitted or authorized by this Agreement. Licensee will not use or acquire any Laserfiche Software product from anyone other than Laserfiche or an authorized Laserfiche reseller and will not use any illegal or unauthorized means to download, access or copy any Laserfiche Software product for any purpose whatsoever. Unless a separate license expressly authorizes a particular application or use of Laserfiche software, such as for "application service provider" purposes, all users of the Laserfiche Software must be employees of Licensee or independent contractors bound by contractual obligation to use the Laserfiche Software solely in the course of Licensee's business: all other uses of the Laserfiche Software are strictly prohibited, including, without limitation, (a) use in the business of an application service provider, commercial software hosting business or a scanning bureau, and (b) transferring, copying or other dissemination of the Laserfiche Software outside of the legal person that constitutes Licensee. Licensee will strictly comply with the all United States laws regarding or governing the export of technology.

#### **11. LIMITED WARRANTY AND DISCLAIMER.**

A. Laserfiche warrants that the Laserfiche Software, as and when delivered to Licensee, will substantially conform to the specifications set out in the Documentation. In addition, defective media, if any, will be replaced when it is returned postage or shipping prepaid to Laserfiche. The warranties on the Laserfiche Software will continue in full force and effect for a period of thirty days after Licensee's Acceptance of the Laserfiche Software.

B. Except as stated above, **LASERFICHE LICENSES THE LASERFICHE SOFTWARE ON AN "AS IS" BASIS AND WITH ALL FAULTS AND WITHOUT ANY OTHER WARRANTIES OF ANY KIND. LASERFICHE DOES NOT WARRANT THE ERROR-FREE OPERATION OF THE LASERFICHE SOFTWARE. EXCEPT AS EXPRESSLY STATED ABOVE, LASERFICHE DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LASERFICHE SOFTWARE. LASERFICHE DOES NOT WARRANT THAT THE LASERFICHE SOFTWARE WILL SATISFY THE REQUIREMENTS OF LICENSEE OR THAT IT IS WITHOUT DEFECT OR ERROR, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION.**

#### **12. LIMITATION OF LIABILITY AND DAMAGES.**

**A. LASERFICHE'S LIABILITY FOR ANY DAMAGES OR INJURIES SUFFERED BY LICENSEE, WHETHER BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIM OF NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AMOUNT THAT LICENSEE HAS ACTUALLY PAID TO LASERFICHE FOR THE DEFECTIVE OR NON-COMPLIANT LASERFICHE SOFTWARE COMPONENTS OR SERVICES WITHIN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LICENSEE FILES SUIT OR OTHERWISE NOTIFIES LASERFICHE OF AN EXISTING OR POTENTIAL CLAIM AGAINST LASERFICHE, WHICHEVER OCCURS FIRST. NO ACTION MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES UNDER THIS AGREEMENT MORE THAN ONE YEAR AFTER LICENSEE DISCOVERED OR SHOULD HAVE DISCOVERED THE FACTS WHICH GAVE RISE TO THE CLAIM OR CAUSE OF ACTION. NO RESELLER, VAR, DISTRIBUTOR OR OTHER THIRD PARTY MAY MODIFY, SUPPLEMENT OR CHANGE THIS WARRANTY WITHOUT THE EXPRESS PRIOR WRITTEN APPROVAL OF LASERFICHE.**

**B. UNDER NO CIRCUMSTANCES WILL LASERFICHE OR LICENSEE OR THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, RESELLERS, DISTRIBUTORS, AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTIES FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COSTS OF RECREATING LOST DATA, THE COST OF SUBSTITUTE EQUIPMENT OR PROGRAMS SUSTAINED BY EITHER PARTY OR BY ANY THIRD PARTY, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER EITHER PARTY OR ITS REPRESENTATIVES HAVE BEEN WARNED OF SUCH DAMAGES OR CLAIMS.**

**C. NOTWITHSTANDING THE FOREGOING, SECTIONS 12A AND 12B WILL NOT APPLY TO THE LIABILITY OF EITHER PARTY TO INDEMNIFY THE OTHER AGAINST THIRD-PARTY CLAIMS ARISING OUT OF ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13. INSTEAD, THE FOLLOWING LIMITS WILL APPLY TO THIRD-PARTY INDEMNITY CLAIMS:**

**(1) IF AN INDEMNITY CLAIM IS MADE AGAINST LASERFICHE, ITS MAXIMUM LIABILITY FOR THE CLAIM WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AGGREGATE CONTRACT PRICE SET FORTH IN SCHEDULES A AND D OF THIS AGREEMENT FOR SOFTWARE AND SERVICES, LESS (A) ALL AMOUNTS REMAINING UNPAID BY LICENSEE TO LASERFICHE AND (B) LESS ALL AMOUNTS REFUNDED OR CREDITED BY LASERFICHE TO LICENSEE.**

**(2) IF AN INDEMNITY CLAIM IS MADE AGAINST LICENSEE, ITS MAXIMUM LIABILITY FOR TH CLAIM WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE CONTRACT PRICE AS SET FORTH IN**

**SCHEDULES A AND D OF THIS AGREEMENT FOR SOFTWARE AND SERVICES.**

**(3) ADDITIONALLY, LICENSEE'S CONTRACTUAL OBLIGATION TO PAY TO LASERFICHE THE BALANCE OF THE CONTRACT PRICE OR FOR UNPAID INVOICES FOR LASERFICHE SOFTWARE, SERVICES, MAINTENANCE OR SUPPORT WILL NOT BE LIMITED BY ANY LANGUAGE IN THIS OR ANY OTHER SECTION OF THIS AGREEMENT.**

**D. IN RESPECT TO ALL THIRD-PARTY INDEMNITY CLAIMS, THE PARTY ENTITLED TO INDEMNITY WILL ALSO BE ENTITLED TO RECOVER ALL AMOUNTS WHICH MAY BE PAYABLE UNDER THE OTHER PARTY'S APPLICABLE INSURANCE POLICIES; AND NEITHER PARTY'S INSURERS WILL BE EXPRESS OR IMPLIED THIRD-PARTY BENEFICIARIES OF ANY LIMITATION OF LIABILITY IN SECTION 12 OF THIS AGREEMENT.**

**E. THE LIMITATIONS OF LIABILITY AND DAMAGES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LASERFICHE AND LICENSEE. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER PARTY WOULD NOT BE ABLE OR WILLING TO ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS.**

**13. Indemnification.**

A. Laserfiche will indemnify and hold harmless Licensee, and each of its employees, officers and directors, against all liabilities and expenses (including without limitation, reasonable attorney's fees and expenses), costs, judgments, settlements, contract losses, or other costs arising out of or relating to (1) any final judgment or settlement which awards damages or injunctive relief to a third-party based on a finding that the Laserfiche Software infringed or misappropriated a patent, copyright, trademark or trade secret of a third party, and (2) personal injuries and physical property damage caused by Laserfiche's negligence. Laserfiche's indemnity obligation will be limited as stated in Section 12.C(1).

B. Licensee will indemnify and hold harmless Laserfiche, and each of its employees, officers and directors, against all liabilities and expenses (including without limitation, reasonable attorney's fees and expenses), costs, judgments, settlements, contract losses, or other costs arising out of or relating to (1) any claim related to Licensee's use of the Laserfiche Software in breach of this Agreement or the Laserfiche Software License Agreement or any other claim resulting from a misrepresentation or concealment, patent, trademark or copyright infringement, misappropriation or misuse of proprietary information, or violation of law, and (2) personal injuries and physical property damage caused by Licensee's negligence. Licensee's indemnity obligation will be limited as stated in Section 12.C(2).

**14. Termination of Agreement.**

A. Termination. Either party, upon giving written notice to the other party, may terminate this Agreement:

(1) if either party breaches an obligation to pay moneys owed to the other, and fails to cure the non-payment within ten days written notice of non-payment;

(2) if the other party breaches any non-monetary provision of this Agreement and the breach is not remedied within thirty days of the party's receipt of written notice of the breach; provided, however, that if a breach cannot reasonably be remedied within thirty days of written notice, such breach will be remedied as soon as reasonably possible thereafter, but in any event within ninety days of written notice; or

(3) if at any time after the commencement of the Services, Licensee, in its reasonable judgment, determines that such Services are inadequate, unsatisfactory, or substantially nonconforming to the specifications, descriptions, or warranties contained herein and the problem is not remedied within ninety days of the party's receipt of written notice describing the problem.

B. Survival. Termination of this Agreement will not affect either party's obligation to pay for any products or services incurred before termination and will not release the parties from their respective contractual obligations incurred before termination including, without limitation, to protect the Confidential Property of the other.

## **15. Notices.**

Notices must be given in writing to the address stated at the end of this Agreement, or to such other address as either party may substitute by written notice to the other. Any notice involving breach or termination, must be personally delivered or sent by recognized overnight courier (such as Federal Express or DHL) or by certified mail, postage pre-paid and return receipt requested, with a copy by email or fax. All other notices may be sent as stated above, or by fax, email, or First Class Mail. All notices will be deemed to have been given and received on the earlier of actual delivery (except that faxes, emails and other notices received on a non-business day or after business hours will be deemed received on the next business day, according to the recipient's business calendar) or three (3) days from the date of postmark. A notice will be valid, even if not fully compliant with the above procedures, if the party giving notice has complied with any means of transmission and can prove that the recipient actually received the notice.

## **16. Insurance.**

Prior to undertaking performance of work under this Agreement, Laserfiche shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

A. Commercial General Liability Insurance. Laserfiche shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Laserfiche's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total

amount of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall (a) name Licensee ("the City"), its officers, employees, agents, volunteers, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

B. Business Automobile Liability Insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Worker's Compensation Insurance: In accordance with the provisions of Section 3300 of the Labor Code, Laserfiche is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Laserfiche agrees to obtain and maintain any employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) per accident.

D. Professional Liability Insurance: If Laserfiche is or employs a licensed professional such as an architect or engineer, Laserfiche is required to carry Professional Liability (errors and omissions) insurance, with a combined single limit of not less than One Million Dollars (\$1,000,000) per claim.

E. The following requirements apply to the insurance to be provided by Laserfiche pursuant to this section:

(1) Laserfiche shall maintain all insurance required above in full force and effect for the entire period covered by this agreement.

(2) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved in form by the City Attorney.

(3) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

F. If Laserfiche fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Laserfiche's right to be paid for its time and materials expended prior to notification of termination. Laserfiche waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **17. General.**

A. Severability. If any provision of this Agreement is adjudicated or held to be unlawful, void, or unenforceable, that provision will be severed from this Agreement and will not affect the validity and enforceability of any of its remaining provisions.

B. **Supersedes Other Agreements.** This Agreement contains the sole and exclusive agreement between Laserfiche and Licensee relating to its subject matter. It will not be modified or amended in any way by any purchase order or other document issued by Licensee to Laserfiche. Any amendment or modification must be in writing and signed by both Laserfiche and Licensee.

C. **No Authority.** Laserfiche's resellers, dealers and distributors are not authorized to modify this Agreement, or to make any additional representations, commitments, or warranties binding on Laserfiche.

D. **Assignment.** This Agreement may not be transferred or assigned by Licensee without the prior written consent of Laserfiche. Any permitted transfer or assignment of this Agreement will be void unless and until the transferee or assignee agrees in writing to be bound by this terms of this Agreement.

E. **Applicable Law.** This Agreement will be governed and construed by the laws of the State of California, without reference to that state's choice of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

F. **Arbitration of Disputes.** Any dispute, claim or controversy arising out of or relating to any claim regarding the breach, termination, enforcement, interpretation or validity of this Agreement will be determined by arbitration in the venue described in Section G below before one arbitrator. The arbitrator must have substantial experience in the field of intellectual property law, either as an attorney or as an arbitrator or judge, and possess a basic understanding of software licensing. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause will not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

G. **Venue.** Any arbitration, suit, action or proceeding arising from or related to this Agreement or the rights or obligations of the parties under it, whether in contract, tort or otherwise, must be brought exclusively in the JAMS office in Los Angeles, California, if an arbitrated dispute, or in the state and federal courts located in Los Angeles County, California. All parties consent and agree to the jurisdiction of the state of California, and consent and agree to venue for any such suits in the state and federal courts located in Los Angeles County, California.

H. **Taxes.** Except to the extent that Licensee has provided an exemption certificate, direct pay permit or other such appropriate documentation, Laserfiche will add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes, however designated, that are properly levied by any taxing authority upon the provision of the Laserfiche Software or the Services, excluding, however, any state or local privilege or franchise taxes, or taxes based upon Laserfiche's net income. Also, Laserfiche and Licensee will each bear sole responsibility for all taxes, assessments, and other ad valorem levies on each party's respective own personal property.

I. Force Majeure. Neither party will be liable for any failure or delay in performance if the failure or delay is due to any war, riot, revolution, explosion or sabotage, casualty beyond the reasonable control of such party and its employees, change in government law, order or regulation.

J. Export Restrictions. Licensee acknowledges that the Laserfiche Software and all related technical information, documents, and materials are subject to United States export jurisdiction and controls under the U.S. Export Administration Regulation. Licensee must comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes, including but not limited to, the procurement of required permits, certificates, approvals, and inspections in Licensee's performance of this Agreement. In addition, Licensee must comply with applicable international export laws and regulations. Licensee represents, warrants and certifies that Licensee will (i) comply strictly with all legal requirements, (ii) cooperate fully with Laserfiche in any official or unofficial audit or inspection that relates to these controls, and (iii) not export, re-export, divert, transfer, or disclose, directly or indirectly, any Laserfiche Software or related technical information, document, or products to any country restricted by applicable export laws or regulations, as modified from time to time, or to any national or resident of such country, unless Licensee has obtained the prior written authorization of Laserfiche, the U.S. Commerce Department and any other required governmental authority.

K. U.S. Government Restricted Rights Notice. The Laserfiche Software is provided with restricted rights. Use, duplication or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to the restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. Licensee and any end user may not remove or deface any restricted rights notice or other legal notice appearing in the Laserfiche Software or on any packaging or other media associated with the Laserfiche Software. The contractor/ manufacturer is Compulink Management Center, Inc. dba Laserfiche, 3545 Long Beach Blvd., Long Beach, California.

L. Captions. The captions used on this Agreement are for convenience only and will not be a part of this Agreement.

M. Survival. The obligations of the parties set forth in this Agreement will survive its termination.

N. This Agreement must be signed below and may be signed in counterpart and delivered by fax, email as a PDF (Portable Document Format) file attachment, or other means that displays the original or a copy of the signatures. Any subsequent amendments may be signed and delivered in the same manner.

Executed on 20 June, 2014 at Long Beach, California.

COMPULINK MANAGEMENT CENTER,  
INC. ("LASERFICHE")

LICENSEE: CITY OF SANTA ANA

By: Lynn Tagami <sup>20 June 2014</sup> By: David Cavazos  
Name: Lynn Tagami Name: David Cavazos  
Title: VP of Operations Title: City Manager

Address: 3545 Long Beach Blvd.  
Long Beach, CA 90807

Address: 20 Civic Center Plaza  
Santa Ana, CA 92701

Telephone: (562)988-1688

Telephone: 714-647-5400

Fax: (562)988-1886

Fax: 714-647-6956 (Clerk's Office)

Email: info@laserfiche.com

Email mhuizar@santa-ana.org

ATTEST:

Maria D Huizar  
Maria D. Huizar  
Clerk of the Council

APPROVED AS TO FORM:

Sonia R. Carvalho

City Attorney

By: Jose Sandoval  
Jose Sandoval  
Chief Assistant City Attorney

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## Schedule A - Laserfiche Software Purchased and Price Schedule

### 1. Laserfiche Software Licenses Purchased

The following table identifies the Laserfiche software licenses and first year's Laserfiche Software Assurance Plan (LSAP) and VIP Professional Services Pack being purchased under the terms of this agreement. This schedule includes the software components for upgrading Licensee's existing Clerk (which includes Clerk, Finance, Treasury, CDA, and other repositories) and Public Works Agency (PWA) Laserfiche United systems to a single Laserfiche Rio system (referred to as the future "City" Laserfiche system). The upgrade cost includes a trade-in credit of Licensee's past Laserfiche Clerk and PWA United software purchases.

The actual amount billed for LSAP shall be pro-rated with a start date of Delivery of Software for an initial term that extends through June 11, 2015.

The schedule does not include Laserfiche Rio Software licenses for Licensee's Police Department (PD). PD will continue to run its existing Laserfiche United system. Refer to Schedule F for the Police Department's Laserfiche United LSAP renewal and VIP Service costs.

Product	Description	Qty	Price	Total
<b><i>Laserfiche User Licenses</i></b>				
ENF02	LF Rio Named Full User w/ Forms	175	\$660.00	\$115,500.00
<b><i>Laserfiche Portal Licenses</i></b>				
PPM25	LF Pilot Public Portal License (25 concurrent connections)	1	\$25,000.00	\$25,000.00
EPFRM	LF Forms Portal Add-On	1	\$7,995.00	\$7,995.00
<b><i>Capture Tools</i></b>				
QC1	Quick Fields Core (includes Validation packages for Bar Code, Real-Time Lookup, Zone-OCR, Scripting)	4	\$5,000.00	\$20,000.00
QC6	Quick Fields Auto Stamp/ Redaction/ Bates Num.	3	\$500.00	\$1,500.00
SC05	LF ScanConnect 5-pack	1	\$660.00	\$660.00
<b><i>Additional Tools</i></b>				
TK	Laserfiche SDK (Software Development Kit)	1	\$2,500.00	\$2,500.00
<b>LF Rio Software Subtotal</b>				<b>\$173,155.00</b>
<b>Clerk and PWA LF United Software Past Purchase Trade-in Credit</b>				<b>(\$97,815.00)</b>
<b>LF Rio Software Total</b>				<b>\$75,340.00</b>
<b><i>Laserfiche Software Assurance Plan (LSAP) and VIP Service</i></b>				
ENF02B	LF Rio Named Full User w/ Forms LSAP	175	\$132.00	\$23,100.00
PPM25B	LF Pilot Public Portal License LSAP	1	\$5,000.00	\$5,000.00
EPFRMB	LF Forms Portal Add-On LSAP	1	\$1,599.00	\$1,599.00
QC1B	Quick Fields Core LSAP	4	\$1,000.00	\$4,000.00

QC6B	QF Auto Stamp/ Redaction/ Bates Num. LSAP	3	\$100.00	\$300.00
SC05B	LF ScanConnect 5-pack	1	\$132.00	\$132.00
TKB	Laserfiche SDK LSAP	1	\$750.00	\$750.00
<b>LF Rio LSAP Subtotal</b>				<b>\$34,881.00</b>
VIP	VIP Professional Services Pack (Up to 80 hours) through June 11, 2015	1	\$12,000.00	\$12,000.00
<b>LF Rio LSAP and VIP Service Subtotal</b>				<b>\$46,881.00</b>
<b>Laserfiche Rio Upgrade Total</b>				<b>\$122,221.00</b>

## 2. Price Schedule

The following tables identify the Laserfiche Software Catalog and prices that Licensee may optionally purchase additional Laserfiche Software licenses during the Laserfiche Software License Purchase Option term pursuant to section 3.B of this agreement.

Laserfiche will provide Licensee a trade-in credit for past Laserfiche PD software license purchases toward the purchase of Laserfiche Rio licenses should Licensee choose to upgrade the Police Department (PD) system from Laserfiche United to Laserfiche Rio in the future.

### Laserfiche Rio

Product	Volume Discount Tier	License Unit Cost	LSAP	Total
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#### *Lf Rio Named Full Users with Forms for MS SQL*

ENF01	100-174 Named Full User System	\$770.00	\$154.00	\$924.00
ENF02	175-499 Named Full User System	\$660.00	\$132.00	\$792.00
ENF05	500-999 Named Full User System	\$550.00	\$110.00	\$660.00
ENF10	1,000-1,499 Named Full User System	\$440.00	\$88.00	\$528.00
ENF15	1,500-1,999 Named Full User System	\$385.00	\$77.00	\$462.00

#### *Lf Rio Named Retrieval Users for MS SQL*

ENR2	200-999 Named Retrieval User System	\$200.00	\$40.00	\$240.00
ENR10	999-9,999 Named Retrieval User System	\$100.00	\$20.00	\$120.00

Product	Description	License Unit Cost	LSAP	Total
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#### *Lf Rio Portal Licenses*

EPFRM	LF Forms Portal	\$7,995.00	\$1,599.00	\$9,594.00
EPFRMX	LF Enterprise Forms Portal	\$24,000.00	\$4,800.00	\$28,800.00
PPM25	LF Pilot Public Portal	\$25,000.00	\$5,000.00	\$30,000.00
PPX	LF Public Portal	\$45,000.00	\$9,000.00	\$54,000.00
PPX2	LF Public Portal for dual CPU machine	\$50,000.00	\$10,000.00	\$60,000.00
PPMX	LF Public Portal for multiprocessor machine	\$75,000.00	\$15,000.00	\$90,000.00
EPPMX	LF Enterprise Public Portal	\$225,000.00	\$45,000.00	\$270,000.00

#### *Lf Rio Capture Tools*

QC5	LF Quick Fields	\$595.00	\$120.00	\$715.00
QC4	LF Quick Fields Basic	\$2,500.00	\$500.00	\$3,000.00

QC1	LF Quick Fields Core	\$5,000.00	\$1,000.00	\$6,000.00
QC2	LF Quick Fields Classify	\$7,500.00	\$1,500.00	\$9,000.00
QC3	LF Quick Fields Context	\$10,000.00	\$2,000.00	\$12,000.00
QCX	LF Quick Fields Complete	\$15,000.00	\$3,000.00	\$18,000.00
QFA	LF Quick Fields Agent	\$10,000.00	\$2,000.00	\$12,000.00
IA	LF Import Agent	\$1,500.00	\$300.00	\$1,800.00
SC01	LF ScanConnect	\$165.00	\$33.00	\$198.00
SC05	LF ScanConnect 5-pack	\$660.00	\$132.00	\$792.00
SC10	LF ScanConnect 10-pack	\$915.00	\$183.00	\$1,098.00

***Lf Rio Additional Components***

PLUS1	Laserfiche Plus - 5 Seats	\$10,000.00	\$2,000.00	\$12,000.00
PLUS2	Laserfiche Plus - 1 Seat	\$3,800.00	\$1,600.00	\$5,400.00
TK	Laserfiche SDK	\$2,500.00	\$750.00	\$3,250.00

**Laserfiche United**

Product	Description	License Unit Cost	LSAP	Total
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***Lf United User Licensing***

FX	Full User United	\$750.00	\$150.00	\$900.00
RX	Retrieval User United	\$300.00	\$60.00	\$360.00

***Lf United Portal Licenses***

97830A	WebLink - Additional Repository	\$1,250.00	\$250.00	\$1,500.00
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***Lf United Capture Tools***

QF	Lf Quick Fields	\$595.00	\$127.63	\$722.63
QF-1	ScanConnect	\$165.00	\$33.00	\$198.00
QF-1-5	ScanConnect 5 pack	\$660.00	\$132.00	\$792.00
QF-1-10	ScanConnect 10 pack	\$915.00	\$183.00	\$1,098.00
QF-6	Auto Stamp/Redaction/Bates Num.	\$495.00	\$127.63	\$622.63
QF-9	Document Classification	\$4,995.00	\$1,276.28	\$6,271.28
QF-10	Forms Alignment	\$2,495.00	\$500.00	\$2,995.00
QF-11	Optical Mark Recognition	\$2,495.00	\$500.00	\$2,995.00
QF-14	Quick Fields Agent	\$10,000.00	\$2,000.00	\$12,000.00
QF-15	Forms Identification	\$2,495.00	\$500.00	\$2,995.00
QF-16	Forms Extractor	\$2,495.00	\$500.00	\$2,995.00
QF-18	Quick Fields Scripting Kit	\$595.00	\$127.63	\$722.63
QF-C1	Forms Combo	\$9,995.00	\$2,000.00	\$11,995.00
QF-C3	Zone OCR and Validation Package	\$2,795.00	\$560.00	\$3,355.00
QF-C4	Barcode and Validation Package	\$1,695.00	\$340.00	\$2,035.00
QF-C5	Real-Time LookUp and Validation Package	\$595.00	\$120.00	\$715.00
PI	Import Agent	\$1,500.00	\$300.00	\$1,800.00

***Lf United Additional Components***

TK	Laserfiche SDK	\$2,500.00	\$750.00	\$3,250.00
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### **3. Temporary United Licenses**

#### **A. Clerk and Public Works.**

With the purchase of Laserfiche Rio Software, Licensee will undertake a Laserfiche Rio Migration project to migrate its existing Clerk and Public Works Agency (PWA) Laserfiche United systems to Laserfiche Rio. The Clerk and PWA Laserfiche United systems are separate systems on different versions of Laserfiche. They are integrated with several third-party and in-house applications. The systems are working and being used in production in the course of Licensee's business.

Laserfiche recognizes that Licensee must take care to minimize risk of disrupting existing working systems during the migration to Rio. It will take considerable time, effort, and resources to establish test environments, test, and migrate Licensee's Laserfiche repositories and systems.

As such, Licensee will take a phased approach to implementing Rio which involves migrating systems and repositories, one at a time. Licensee plans to migrate each of several repositories in the Clerk system during the first phase. Licensee must also upgrade the PWA repository and system to the same version as that of the Clerk system. Finally, Licensee will migrate the PWA repository to Rio into the Clerk Rio system. The Clerk Rio system will then be referred to as the "City" system.

During the transition and migration period, Licensee will need to test United version upgrade(s) and Rio while running its United systems in production. Laserfiche shall grant licensee permission to use its Laserfiche United and Rio systems concurrently during this transition and migration period.

Laserfiche will provide Licensee temporary Laserfiche United licenses or extend Licensee's existing United Licenses upon Licensee's request for the purpose of testing and upgrading its existing United systems and running them concurrently during the migration to Rio as long as Licensee is covered under any LSAP. The temporary license or extension will not exceed 12 months. During this period, Licensee may request subsequent temporary license extensions until the Rio migration is complete.

#### **B. Police Department.**

Licensee's Police Department (PD) will continue running its existing Laserfiche United system. Laserfiche will provide Licensee temporary Laserfiche United licenses upon request for the purpose of testing Laserfiche version upgrades and / or system configuration changes as long as Licensee is covered under any LSAP. Temporary licenses will not exceed 12 months, but Licensee may request subsequent temporary licenses when needed for upgrade and / or system configuration changes.

## **Schedule B – Locations of Software Installations**

All Laserfiche Software will be delivered electronically and installed on Licensee owned or leased hardware at its on-premise data center or on Licensee's computer network infrastructure.

As required for the delivery of services and support, Laserfiche personnel may require remote and possibly physical access to Licensee's computers on the network on which the Laserfiche solution is to run.

During certain phases of the project, remote access may be required outside of City of Santa Ana's standard hours of operation.

In both cases, access will be requested in advance and scheduled with authorized City of Santa Ana IT representative(s).

## **Schedule C – Terms of Payment for Software and Services**

### **1. Initial Software, VIP Service, and LSAP**

The amount for Laserfiche Software Licenses Purchased, first year's LSAP, and VIP Professional Services Pack, specified in Schedule A, for the Clerk / City system (\$122,221.00), will be billed upon Agreement execution.

The amount for the LSAP and fractional VIP Professional Services Pack for Licensee's Police Department for the June 12, 2014 to June 11, 2015 term specified in Schedule F (\$26,333.92) will be billed upon Agreement execution.

Laserfiche should submit separate invoices for Clerk / City and Police Department billings.

### **2. Additional Software and LSAP**

The amount for additional Laserfiche Software licenses purchased from the Laserfiche Price Schedule in Schedule A under the Purchase Option term will be billed upon Delivery of Software for those additional software licenses purchased.

LSAP renewals will be billed prior to the June 11 expiration for each annual renewal.

### **3. Professional Services**

All professional services will be performed in accordance with any mutually accepted Scope of Work document ("SOW") that may be attached to this Agreement and incorporated by reference.

Laserfiche Professional Service hours provided will be deducted from any available hours in Licensee's VIP Professional Services Pack Hours bank. When Licensee's VIP Professional Services Pack hours have been exhausted, Laserfiche Professional Services will be billed to Licensee on a Time and Materials (T&M) basis of the actual hours worked at the Laserfiche Professional Services Rates specified in Schedule D. Professional services and qualifying expenses are to be billed at a bi-weekly, or less frequent (e.g.: monthly), frequency.

### **4. Scanning Services**

Billing for scanning services will be based on actual items scanned using the Price Schedule specified in Schedule G, Accuflex Scanning Services.

### **5. Training**

Laserfiche will provide the optional training identified in Schedule E.

Billing for online Laserfiche CPP training or Regional Training will be upon Licensee enrolling in the training.

Billing for custom training will be on a Time & Materials basis or per the terms of the SOW.

### **6. Payment Terms**

Licensee will make a good faith earnest effort to process Laserfiche invoices in a timely manner within 30 days of receipt. Payment terms shall be Net 45 days.

## Schedule D – Description of Professional Services

Laserfiche professional services will be provided based on a Scope of Work ("SOW") that identifies the services to be provided. Laserfiche and Licensee may develop SOW(s) at any time during the term of this Agreement that, when mutually agreed upon, will be attached to and incorporate by reference to this Agreement. Licensee's Executive Director of Finance and Management Services Agency, or an authorized designee, shall have authority to establish SOWs with Laserfiche.

### 1. Laserfiche Professional Services Purchased

The following table identifies the Laserfiche VIP Professional Services Packs being purchased under the terms of this agreement.

Product	Description	Qty	Price	Total
VIP	VIP Professional Services Pack (Up to 80 hours) through June 11, 2015, for Clerk / City	1	\$12,000.00	\$12,000.00
VIP	VIP Professional Services Pack (Up to 80 hours) through June 11, 2015, for Police Department	.5	\$12,000.00	\$6,000.00
Total				\$18,000.00

### 2. Laserfiche Professional Services Rates

Professional services engagements with an associated SOW of 40 hours or less may be funded by the VIP Professional Services Pack hours. When any Licensee VIP Professional Services Pack Hours bank is exhausted, Laserfiche will charge the following rates for professional services during the term of this Agreement.

Product	Description	Hourly Rate
<i>Laserfiche Professional Services Rates</i>		
Install	Installation and configuration of Laserfiche related software components	\$187.50
Training	Onsite or Custom Training for all Laserfiche products except SDK	\$187.50
Consult	Requirements analysis, solution design, Quick Fields, Business Process, Workflow, security, design, configuration, consulting, documentation	\$187.50
PM	Project management	\$187.50
Program	Level I: programming performed by LF PSG Engineer	\$250.00
	Level II: programming performed by LF Development Engineer	\$300.00
	Level III: programming performed by LF Server Architect	\$375.00
Travel	Travel to and from Licensee site	No Charge

Product	Description	Amount
VIP	VIP Professional Services Pack (Up to 80 hours). Pre-paid bank of hours for use of installation, configuration, training, consulting, project management services and other implementation services.	\$12,000.00

## **Schedule E – Description of Training of Licensee Personnel**

In order for users and administrators to establish baseline Laserfiche knowledge and skills, Laserfiche has developed online, self-paced Laserfiche Certified Professionals Program (CPP) courses. The successful completion of these courses has contributed to high rates of user adoption and overall project success. Therefore, Laserfiche has provided recommendations for courses by role of project participant. The cost for each CPP course, per user, is \$100.00 with the exception of ECM 101 which is offered at no charge. A valid Laserfiche Support Site account is required to register for CPP courses. Licensee may optionally enroll its staff in any of these courses or new ones that Laserfiche makes available.

### **Laserfiche Certified Professionals Program (CPP) Courses Available**

<b>System Administrators / IT App Analysts</b>	Laserfiche Specialist
	Laserfiche Administrator I
	Laserfiche Administrator II
	Repository Architect
	Troubleshooting
<b>Project Managers</b>	ECM 101
	Laserfiche Specialist
	Repository Architect
<b>Super Users</b>	Laserfiche Specialist
	Capture I
	Capture Workflow
	Business Process Management
<b>End Users</b>	ECM 101
<b>Application Developers</b>	Laserfiche Specialist
	Business Process Management
	Laserfiche Integrator I
	Capture II
	Capture Workflow

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Licensee personnel may also enroll and attend scheduled training sessions at Laserfiche's offices in Long Beach, California, at Laserfiche's published charges.

Licensee may also engage Laserfiche Professional Services for custom training per the SOW or Supplemental SOWs.

## Schedule F – LSAP Terms and Conditions

The following annual renewal costs have been detailed to align with the Laserfiche Rio Software components identified in Schedule A and the existing Laserfiche United software components currently licensed by Licensee's Police Department. The VIP Professional Services Pack is shown in the schedule since its renewal term coincides with the LSAP term and would likely be included at the same with subsequent LSAP renewals.

### Laserfiche Rio LSAP Initial Term (Clerk and PWA - "City" Laserfiche System)

Product	Description	Qty	Price	Total
<i>Laserfiche Software Assurance Plan &amp; VIP Renewal</i>				
ENF02B	LF Rio Named Full User w/ Forms LSAP	175	\$132.00	\$23,100.00
PPM25B	LF Pilot Public Portal License LSAP	1	\$5,000.00	\$5,000.00
EPFRMB	LF Forms Portal Add-On LSAP	1	\$1,599.00	\$1,599.00
QC1B	Quick Fields Core LSAP	4	\$1,000.00	\$4,000.00
QC6B	QF Auto Stamp/ Redaction/ Bates Num. LSAP	3	\$100.00	\$300.00
SC05B	LF ScanConnect 5-pack	1	\$132.00	\$132.00
TKB	Laserfiche SDK LSAP	1	\$750.00	\$750.00
<b>LF Rio LSAP Total</b>				<b>\$34,881.00</b>
VIP	VIP Professional Services Pack (Up to 80 hours)	1	\$12,000.00	\$12,000.00
<b>LF Rio LSAP and VIP Service Total</b>				<b>\$46,881.00</b>

### Laserfiche United LSAP Renewal (Police Department Laserfiche System)

Product	Description	Qty	Price	Total
<i>Laserfiche Software Assurance Plan &amp; VIP Renewal</i>				
97830UB	WebLink LSAP	1	\$2,029.29	\$2,029.29
97840UB	LF Plus Plug-in LSAP	1	\$2,029.29	\$2,029.29
97870UB	LF Standard Audit-Trail LSAP	1	\$1,901.67	\$1,901.67
FB	LF Full User LSAP	14	\$147.40	\$2,063.61
PMB	LF E-mail Plug-in LSAP	64	\$0.00	\$0.00
PSB	LF Snapshot LSAP	14	\$0.00	\$0.00
QF-3B	QF-Zone OCR LSAP	3	\$638.14	\$1,914.42
QF-9B	QF-Doc. Classification LSAP	1	\$1,276.28	\$1,276.28
QFB	Quick Fields LSAP	4	\$127.63	\$510.51
RB	LF Retrieval User LSAP	50	\$58.97	\$2,948.47
S4B	LF Enterprise Server LSAP	1	\$5,360.38	\$5,360.38
<b>LF United LSAP Renewal Total</b>				<b>\$20,333.92</b>
VIP	VIP Professional Services Pack (Up to 80 hours)	.5	\$12,000.00	\$6,000.00
<b>LF United LSAP Renewal and VIP Service Total</b>				<b>\$26,033.93</b>

### **Laserfiche® Software Assurance Plan (LSAP)**

PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS OF THE LASERFICHE SOFTWARE ASSURANCE PLAN ("LSAP") BY WHICH COMPULINK MANAGEMENT CENTER, INC., DBA LASERFICHE ("LASERFICHE") WILL PROVIDE SERVICE, MAINTENANCE AND UPDATES TO LICENSEE FOR LASERFICHE SOFTWARE. THIS AGREEMENT IS BETWEEN LICENSEE ("YOU") AND LASERFICHE. BY ACCEPTANCE OF THE LSAP, YOU AGREE TO ACCEPT ALL OF ITS TERMS AND CONDITIONS AS DESCRIBED IN THIS AGREEMENT. HERE ARE THE DETAILS OF YOUR LASERFICHE SOFTWARE ASSURANCE PLAN:

Your Software. For purposes of this Agreement, the Laserfiche Software covered under this Agreement is described in Schedule A of this Agreement or on the Laserfiche Product Registration Card which accompanied your purchase.

What Your Laserfiche Software Assurance Plan Provides to You. Your Laserfiche Software Assurance Plan is designed to provide you with the software care and assistance you need to service and maintain your Laserfiche system and to provide you with the updates and "fixes" needed to keep your Laserfiche Software up and running. To accomplish these goals, the Laserfiche Software Assurance Plan provides the following benefits:

- Hotline support and assistance to help you solve software problems promptly. Laserfiche technicians are trained to solve your problems by phone or email. By purchasing the Laserfiche Software Assurance Plan, you will be able to handle most, if not all, of the questions and any problems that may arise regarding operation of the software.
- Feature enhancements to deliver increased productivity. From time to time, Laserfiche adds features and performance enhancements to an existing version of its software, which are known as "updates." Updates are enhancements to existing features, which are designed to improve performance and correct any problems discovered in the current version of your Laserfiche Software. LSAP subscribers receive all updates without charge. By way of example, under the LSAP there is no charge for an update of Laserfiche 8.3 to Laserfiche 9.0 or from Laserfiche 9.02 to Laserfiche 9.1.
- 100% credit toward the purchase of new versions of Laserfiche. Laserfiche periodically publishes new product suites of its Software, which bundle new and exciting features not previously included in the subscriber's existing product suite and make significant improvements in system design and architecture, all of which combine to improve performance and capability. Because of the many new features and performance enhancements, the new Laserfiche product suite may be priced higher than the subscriber's existing one. If an LSAP subscriber

elects to replace its existing Laserfiche Software with a new Laserfiche product suite, the subscriber is entitled to credit 100% of the purchase price of its existing Laserfiche Software toward the purchase of the new Laserfiche product suite. Examples of new product suites would include a subscriber's transition from Laserfiche Team to Laserfiche Avante, or from Laserfiche Avante to Laserfiche Rio. Naturally, Laserfiche can only credit the price the LSAP subscriber actually paid for its current Laserfiche Software against the new product suite. Laserfiche does not credit the subscriber's annual LSAP payments or other interim purchases it may have paid for installation, training, upgrades, ancillary programs, additional professional services and consulting.

- 24-hour FTP and web access to drivers and update files. LSAP subscribers receive free 24-hour FTP access to each new Laserfiche release, as well as updated drivers. By installing all updates and upgrades for your Laserfiche Software, you are assured the best possible performance. The Laserfiche Website also contains more support information and answers to frequently-asked questions.
- Online Support Resources. Your staff receives access to the Laserfiche Support Site, where they'll find the detailed technical information that helps them optimize system performance and maximize uptime, as well as integrate your document repository with your organization's other line-of-business applications.
- The latest hotfixes, updates and patches. These critical items ensure that your Laserfiche system continues to operate at peak efficiency.
- Laserfiche user education programs. You will be updated regularly via our website about our extensive array of user education programs, including Regional Training sessions closer to you. All Premium LSAP subscribers will be entitled to preferred pricing and priority seating when they attend our user education programs and our annual Laserfiche Institute Conference.
- Monthly newsletters and technical updates to keep you current on the latest system and records developments. LSAP subscribers receive monthly newsletters and technical bulletins to keep you informed on how to maximize the benefits of your Laserfiche Software
- Preventative maintenance with optional on-site support. We offer additional on-site service and support plans to provide routine maintenance visits. Depending on the complexity and sophistication of your entire hardware and software needs, we may suggest a scheduled preventative maintenance program to eliminate cumulative problems that would otherwise go unnoticed by everyday users. We

can also arrange for ongoing in-house training to improve the benefits of the Laserfiche system for current and new staff.

Laserfiche Will Provide the Assistance You Need. Laserfiche will provide you with a telephone number and email address to contact us whenever you need assistance with your Laserfiche Software. To better assist Laserfiche in serving you, we suggest you do the following:

- Prepare for the call. You should be prepared to describe any hardware on which your Laserfiche Software is installed, including the manufacturer's model numbers.
- Explain your problem clearly. Let us know exactly what the error was; what you were doing immediately before the error occurred; whether by repeating the steps leading to the error, you encounter the same problem; the exact wording of any error message; and what efforts you have already taken to solve the problem.
- Hours of support. The LSG Helpdesk is available Monday through Friday from 6 AM to 6 PM Pacific Time. Online chat support is available Sunday through Friday from 6 PM to 6 PM Pacific Time (except between 2 AM and 6 AM). Access to Laserfiche's knowledgebase articles, software downloads and the support forum is available 24/7.
- Service Levels. The LSG helpdesk guarantees a 4-hour response time, although more than 90% of calls are answered live and most issues are resolved on the first call. All support cases are logged in a case management system, assigned a unique case number and categorized according to severity and priority. Customers are able to subscribe to cases so that they are kept abreast of all work being done. The escalation path for support cases is LSG Helpdesk -> PSG Technical Engineer (the engineer who originally worked on the project) -> Laserfiche Technical Support -> Laserfiche QA -> Laserfiche Development. There is a dedicated escalation team that manages cases through the escalation process and tracks all communications with the subscriber.
- Billable Services. Any services provided that are not covered under LSAP will be billable either through consumption of VIP Professional Service hours, if any, or at the professional services rates specified under the terms of this Agreement.

LSAP Term and Renewal. The LSAP for Laserfiche Software Licenses Purchased in Schedule A commences on the Delivery of Software and continues through June 11, 2015. The LSAP for existing Laserfiche United Software used by Licensee's Police Department will commence on June 12, 2014, and continue through June 11, 2015. The annual LSAP coverage period is June 12 – June 11 (one year term), and the renewal date is June 12 annually.

Laserfiche believes that LSAP is an essential component of Licensee's system, and that LSAP offers real value to Licensee. Consequently, Laserfiche urges Licensee to renew its LSAP annually.

Laserfiche will provide Licensee LSAP billing information for each upcoming renewal period at least 30 days in advance of the LSAP expiration date for that year. Laserfiche will not increase its LSAP fees during the first three (3) LSAP terms. Thereafter, Laserfiche shall not increase its LSAP fees by more than the rate of the United States Consumer Price Index (CPI) as published by the United States Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi>), over its previous year's fees. Licensee will have the option to renew or cancel the LSAP effective as of each annual renewal date.

You may transfer your Laserfiche Software Assurance Plan. You are entitled to transfer your LSAP to someone who purchases the computer hardware on which your entire Laserfiche Software is installed, provided that you strictly comply with all the conditions of this paragraph. To do so, you must notify us, in writing, of the name, address and telephone number of the proposed transferee. We will give you further information regarding how to give notice of transfer if you later seek to do so. In case of transfer of the LSAP, your transferee will be subject to all of the terms and conditions of this Agreement. However, please note that, if your transferee is outside of our service coverage, Laserfiche may charge a fee to provide if remote service responses are not available. If there is no authorized Laserfiche technician in the immediate vicinity of your transferee's place of business, Laserfiche may, in its sole and absolute discretion, refuse to authorize the transfer. No transfer will be valid unless approved by Laserfiche in writing.

**LIMITED WARRANTY; DISCLAIMER. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE OBLIGATIONS OF LASERFICHE UNDER THE LASERFICHE SOFTWARE ASSURANCE PLAN, AND SUPERSEDES ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTIES AND PROMISES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. LASERFICHE DOES NOT WARRANT THE ERROR-FREE OPERATION OF LASERFICHE SOFTWARE. EXCEPT AS EXPRESSLY STATED ABOVE, LASERFICHE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND SERVICES.**

**LIMITATION OF LIABILITY AND DAMAGES. THE LIABILITY OF LASERFICHE AND ITS EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS, SUPPLIERS AND RESELLERS (COLLECTIVELY, "REPRESENTATIVES") FOR ANY DAMAGES OR INJURIES SUFFERED BY YOU, WHETHER BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIM OF NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR**

**EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO LASERFICHE FOR THIS LSAP. UNDER NO CIRCUMSTANCES SHALL LASERFICHE OR ITS REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN WARNED OF SUCH DAMAGES OR CLAIMS. NO ACTION MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES UNDER THIS LICENSE AGREEMENT MORE THAN ONE YEAR AFTER YOU KNEW OR SHOULD HAVE KNOWN OF THE FACTS WHICH GAVE RISE TO THE CAUSE OF ACTION.**

The limitations of damages or liability set forth in this Agreement are fundamental elements of the basis of the bargain between Laserfiche and you. You acknowledge and agree that Laserfiche would not be able to provide this product on an economic basis without such limitations.

#### OTHER TERMS AND CONDITIONS.

Scope of Agreement. If any provision of this Agreement is found to be unlawful, void, or unenforceable, that provision shall be severed from this Agreement and will not affect the validity and enforceability of any of its remaining provisions. This Agreement does not limit any rights that Laserfiche may have under trade secret, copyright, patent or other laws. Laserfiche's resellers, dealers and distributors are not authorized to modify this Agreement, or to make any additional representations, commitments, or warranties binding on Laserfiche.

Limitation on Scope of Benefits. This Agreement extends only to original purchasers of the LSAP and to any transferee authorized by Laserfiche and who has complied with all transfer requirements of this Agreement. This Agreement extends only to the uses for which the Laserfiche Software was designed. Preventive maintenance is not included. Installation, deinstallation, or relocation services and operating supplies are not included. Services necessitated by alterations, additions or deletions, adjustments, or repairs by anyone other than Laserfiche or its authorized Representatives, and services which are necessary due to defects or problems in your hardware on non-Laserfiche Software specifically excluded. Laserfiche is not obligated to service or repair any system or component which has been damaged as a result of: (i) accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of your hardware or Laserfiche Software, (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, (iii) failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning), (iv) abuse or excessive wear and tear, (v) the loading of software, software configurations or any data files, worms or viruses which may corrupt your Laserfiche Software, or (vi) the moving of your system from one geographic location to another or from one purchaser or entity to another.

Assignment. Laserfiche reserves the right to assign its obligations to perform the terms and conditions of this Agreement to a qualified third party designated by Laserfiche. In that event, you agree to look solely to Laserfiche's designee for performance of Laserfiche's obligations under this Agreement.

Exclusive Agreement. This Agreement contains the sole and exclusive agreement between you and Laserfiche relating to its subject matter. It shall not be modified or amended in any way by any purchase order or other document issued by you, but may be amended only by a writing signed by both you and Laserfiche and specifically referring to it.

Additional Services. With regard to any services that are not within the scope of services under this Agreement, it will be within Laserfiche's discretion whether to perform the services, and, if Laserfiche elects to perform the services, the services will be subject to an additional charge to be paid by you.

Important Notice. Before requesting services, it is your responsibility to back up the software and data on your system's hard disk drive and on any other storage device(s) in the system. Under no circumstances shall Laserfiche be responsible for any loss of any software or data.

Force Majeure. Laserfiche is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if Laserfiche's ability to render repair services is impaired by you or circumstances beyond Laserfiche's control, Laserfiche may terminate this Agreement.

Law; Jurisdiction. This Agreement will be governed and construed by the laws of the State of California. The headings are for convenience only and are not to be used to interpret this Agreement. All disputes between you and Laserfiche shall be litigated in the state and federal courts located in Los Angeles County, California; and you consent to jurisdiction of the courts located in the State of California over all disputes between you and Laserfiche.

Contact Us. Should you have any questions concerning this Agreement, or if you desire to contact Laserfiche for any reason, please write: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A.

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## Schedule G – Accuflex Scanning Services

Licensee wishes to engage scanning services to scan some of Licensee's records into Licensee's Laserfiche system(s) on an "as needed" basis. Laserfiche will provide Licensee scanning services under the terms of this Agreement through Laserfiche's affiliate, Accuflex ("Accuflex").

Accuflex is qualified and experienced in providing scanning services for Laserfiche Software systems. Accuflex has been an affiliate of Laserfiche and has been providing scanning and document conversion services since 1992. Accuflex staff has experience in high-volume scanning, document merging, indexing, importing images, exporting images, performing quality control, prep-work and post-scanning processes. Accuflex is capable of scanning Licensee's documents which include multiple types of media and sizes including letter, legal, and miscellaneous size paper documents, engineering drawings up to E size, microfilm, and microfiche ("Documents").

### 1. Process Overview

The process for Licensee to engage Accuflex's scanning service is described below. It serves as a guide but can be reasonably modified as agreeable by Licensee and Accuflex.

Licensee will prepare batch(es) of documents, drawings, microfilm rolls, and / or microfiche sheets to be scanned by Accuflex. Licensee will notify Accuflex that batch(es) are ready for scanning and will coordinate with Accuflex for either pick up at Licensee's offices in Santa Ana, California, or delivery to Accuflex at their office in Long Beach, California.

As part of the batch preparation, Licensee will prepare a Batch Control Sheet for each batch. The Batch Control Sheet will identify the following information about each batch.

Field	Description
Batch ID	A unique identifier assigned by Licensee that identifies the batch. The Format is YYYYMMDDa where "YYYYMMDD" is the batch creation date and "a" is an alpha sequence suffix ensuring uniqueness in the event of multiple batches for the same day or it could identify the type of documents.
Document Type	The type of documents in the batch (i.e.: Drawings, Microfilm, Microfiche, etc.).
Index Template	The name of the Laserfiche indexing template to be used.
Item Count	The number of items (pages, sheets, or rolls) in the batch.
Special Instructions	Any special instructions for scanning, indexing, or filing.
Pick Up Info	
Date	The date that Accuflex picked up the batch.
Signature City	The signature of the Licensee representative providing the batch to

	Accuflex.
Signature Accuflex	The signature of the Accuflex representative picking up the batch from Licensee.
Return Info	
Date	The date that Accuflex returned the batch.
Signature City	The signature of the Licensee representative receiving the batch from Accuflex.
Signature Accuflex	The signature of the Accuflex representative delivering the batch to Licensee.

Licensee and Accuflex will each keep a copy of each the batch cover sheet for each pickup / delivery.

Accuflex will pre-process (if any), scan, index, quality-check, export in Laserfiche format (e.g.: Exported Laserfiche Briefcase or Volume), and copy / burn to portable media (e.g.: USB drive, memory card, or DVD) or load to a secured FTP site the batch(es) of documents, drawings, microfilm rolls, and / or microfiche sheets per the requirements specified herein.

Accuflex will notify Licensee of completion of the scanning and coordinate with Licensee the return of the batch(es) and delivery of the portable media of the scanned images or make those scanned images available on a secured FTP site.

## **2. Document Preparation**

Accuflex will perform the tasks necessary to prepare Documents for scanning such as removal of staples, fasteners, clips, sorting of double-sided, single-sided, and mixed-size documents, etc.

## **3. Scanning**

Accuflex will perform scanning of documents at Accuflex's location in Long Beach using Accuflex's scanning equipment. Accuflex will set up and scan into a Laserfiche environment that mimics Licensee's Laserfiche structure (e.g.: index template, folders, etc.). Documents should be scanned straight, without skew, and with acceptable image quality.

## **4. Quality Control**

After Accuflex scans and indexes Licensee's Documents, Accuflex will review the images and metadata for quality and accuracy. Accuflex should compare the scanned images with the physical Document(s) when necessary for the following.

1. Images should be as readable as the original Documents
2. Index field values should be accurate
3. Document names should be accurate

4. Folder and sub-folder names should be accurate
5. There should not be any missing pages
6. The page sequence should be correct
7. Pages should not be skewed by more than 2%
8. Page orientation should be correct

Accuflex will re-scan and / or re-index Documents that require correction prior to delivery to Licensee. If scan and / or index quality is unacceptable (based on comparison of the original and scanned image and any specific instructions verbal or written by the Licensee) after delivery to Licensee, Accuflex will, at the option of Licensee, re-scan and / or re-index the unacceptable scanned Document(s) at no charge.

## **5. Document Turn-Around**

Licensee and Accuflex will coordinate batch sizes, so the scanning turn-around time will be around 1 – 3 weeks. Longer turn-around time is acceptable if agreed upon by Licensee.

## **6. Access to Licensee Documents at Accuflex**

Licensee may need to access Document(s) that are at Accuflex's office for scanning. In such a case, Licensee will make a request to Accuflex by calling or emailing [accuflex@laserfiche.com](mailto:accuflex@laserfiche.com) requesting that Accuflex make available the desired Document(s) electronically (e.g.: via email, FTP, or website). If Licensee identifies the request as urgent, Accuflex will make an earnest effort to make available the Document(s) electronically within 4 business hours; otherwise, Accuflex will make available the Document(s) electronically within 1 business day. If the Document request is too large to make it electronically available, the Licensee is able to pick up the physical files from Accuflex's Long Beach location or Accuflex will deliver requested files to Licensee (additional Pickup/Drop Off fees will apply).

## **7. Laserfiche System Version Compatibility**

The exported scanned images provided by Accuflex to Licensee should be compatible with the version of Licensee's Laserfiche system in which it will be imported. Below is a list of Licensee's current Laserfiche systems versions.

- Clerk (used for Fire Records) 9.0.2
- PWA 8.2.1
- PD 8.1.2

Licensee expects to upgrade some of its Laserfiche systems. Licensee will notify Accuflex of Licensee's Laserfiche system versions and folder structure and template changes for which the Accuflex scanning service is being used.

## 8. Confidentiality

Documents provided by Licensee will be considered confidential. Only authorized Accuflex personnel required for scanning / conversion will have access to records provided by Licensee, and the purpose for such access will be solely for scanning / conversion.

## 9. Fire Records Microfilm and Microfiche Scanning Requirements

Licensee is required to maintain the former Santa Ana Fire Department (SAFD) records that meet Licensee's retention policy prior to April, 2012, when SAFD was outsourced to the Orange County Fire Authority (OCFA) ("Fire Records"). A number of these records are stored on microfilm and microfiche media. Licensee wishes to engage the scanning services of Accuflex to scan these Fire Records into Licensee's Laserfiche system. The requirements stated herein are based on meetings between Licensee and Accuflex and sample microfilm rolls and microfiche sheets provided by Licensee to Accuflex.

### A. Scan Settings.

- Accuflex will scan the images at 200 dots per inch (DPI) resolution unless Licensee requests another setting.
- Licensee prefers the images be scanned in Black and White (B&W) format but Grayscale should be used if necessary to attain acceptable quality for readability. Accuflex will make this determination by reviewing the quality of the images.

### B. Indexing.

A Laserfiche Index Template named "Fire" will be used for Fire Records with its Field structure defined below (subject to change). Not all fields will be used for all document types.

<u>Field</u>	<u>Type</u>
Document Type	List 20 List Values: Incident Reports, Property Info, HAZMAT / UST
Street Number	Char 20
Direction	List 2 List Values: N, S, E, W
Street Name	Char 40
Street Suffix	List 4 List Values below
Unit/Suite #	Char 8
Date	Date
Date Range	Char 21

#### Street Suffix List Values

The following abbreviations should be used for Street Suffix Field Values and in Document Names where applicable. The list is available in the Street Suffix field List drop-down.

Ave  
Blvd  
Cir  
Ct  
Dr  
Gl  
Lk  
Ln  
Pl  
Plz  
Rd  
St  
Way

#### C. Type Case.

Metadata entry (indexing and document names) should be in mixed case where the first letter of each word is capitalized and the remaining letters are in lower case.

#### D. Microfilm Rolls.

- Each microfilm roll is in a box and generally includes SAFD incident report documents in date sequence for a date range, usually 6 months.
- Document Name - Each roll will be scanned and stored as one document, using the following naming convention from information identified on the roll label:

<Date Range> Incident Reports

Use YYYYMMDD – YYYYDDMM format for the Date Range.

Example: 19740101 – 19740630 Incident Reports

Also there may be some rolls that are labeled with "Dispatchers Report of Alarms" or similar (typically 1 or 2 per year). The following naming convention should be used for those.

<Year, Date, or Date Range> Incident Reports Dispatchers Report

Example: 1974 Incident Reports Dispatchers Report

- Folder Structure – A top-level "Fire" folder will be created which will contain an "Incident Reports" sub-folder which will contain ten year range sub-folders. Documents will be placed in the ten year range sub-folders according to the year of the document. The folder structure will look as follows:

\Fire  
    Incident Reports  
        1960 – 1969

1970 – 1979  
 1980 – 1989  
 1990 – 1999  
 2000 – 2009

- Indexing – The “Fire” index template will be used with the following fields populated.

<u>Field</u>	<u>Value</u>
Document Type	Incident Reports
Date Range	the date range from the roll label, i.e.: 01/01/1969-06/30/1969

#### Microfiche Sheets.

- Microfiche sheets contain property address-related documents.
- One or more microfiche sheets are stored in a jacket (envelop) for each property address in the City of Santa Ana.
- When a microfiche jacket contains more than one fiche sheet, they will be scanned in the order they appear in the jacket as one multi-page document.
- Page removal
  - Accuflex will not include certain unique pages that meet criteria provided by Licensee (established during the sample test scans).
- Document Name - Each set of sheets per property address will be scanned and stored as one document, using the following naming convention from information identified on the jacket:

<Address> (i.e.: 3100 W Adams St)

The Street Suffix should be included in the address for the Document Name. No periods in the Direction or Street Suffix. See the Street Suffix List Values section for standard street suffix abbreviations.

- Folder Structure – A top-level “Fire” folder will be created which will contain a “Property Information” sub-folder which will contain number and alphabet sub-folders for the beginning of the street name from the fiche jacket. The folder structure will look as follows:

```

\Fire
  Property Address
    01
    02
    ...
    21
    A
    B
    ...
    Z
  
```

- Indexing – The “Fire” index template will be used with the following fields populated.

<u>Field</u>	<u>Value</u>
Document Type	Property Info
Street Number	Address Number
Direction	Street Direction if Indicated (List Values: N, S, E, W)
Street Name	Street Name
Street Suffix	Street Suffix if Indicated (See Street Suffix List Values section)
Unit/Suite #	Unit or Suite # if Indicated

## 10. PWA and Other Scanning Requirements

Licensee wishes to engage the scanning services of Accuflex to scan Public Works Agency (PWA) and other Licensee department paper records into Licensee's Laserfiche system. In addition to letter and legal size documents, PWA works with and stores engineering drawings up to E size.

### A. Scan Settings.

#### i. Drawings.

The quality of drawing images scanned is very important because PWA is planning to destroy the originals. The images will be relied upon for engineering accuracy. Everything legible in the original document should also be legible in the image. In addition to quality, performance and storage capacity are considerations as well but not as important as quality.

Below is the preferred resolution and bit-depth settings for PWA drawings. Accuflex will use its discretion on adjusting these and other scan settings as necessary for each image to reach acceptable quality.

Drawing Type	Resolution	Bit-Depth
Drawings Hard-copy – Mylar and Good Quality Mono-tone Print	400 dpi	Black & White
Drawings Hard-copy – Halftones, Shading, or Poor Quality	200 dpi	Grayscale
Drawings Hard-copy – Color	200 dpi	Color
Drawings Aperture Cards (microfilm) – Good Quality Simple Mono-tone images  400 B&W may be acceptable; however, aperture card quality cannot be ascertained w/o looking at it in a reader, so the conservative approach is to scan 200 grayscale	200 dpi	Grayscale

Drawings Aperture Cards (microfilm) - Halftones, Shading, Complicated or Poor Quality images	200 dpi	Grayscale
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## ii. Business Size Documents.

PWA and Licensee's other departments work with business size documents up to 11" x 17". The quality of non-drawing document images scanned is also important. These will be retrieved and read by users. Originals may be destroyed after the images are loaded into the system. The document images need to be clearly legible.

Below is the preferred resolution and bit-depth settings for business size documents. Accuflex will use its discretion on adjusting these and other scan settings as necessary for each image to reach acceptable quality.

Document Type	Resolution	Bit-Depth
Business-size documents	200 dpi	Black & White
Business-size documents with Shading (i.e.: Charts)	200 dpi	Grayscale/color*

\*Subject to approval by Licensee.

## B. Other Drawing Specifics

Image Area: Drawing sizes will be up to "E" size (Engineering or Architectural). If the drawing includes a hangtag, it should be included in the scanned image.

Document Separation: Drawings (aka: Drawing Set) are composed of one or more sheets (pages). Each drawing has a unique drawing number. Its drawing number and page number on its hangtag identifies each page in a drawing. The page numbers in the hangtag should be used to identify when a document ends and when a new one begins. Note: the page numbers in the lower right title block of the drawing may not be accurate.

## C. Indexing - General.

Accuflex will use information associated with the document to populate a set of index template fields, name the document, and file the document in a folder in the Laserfiche system.

Licensee will provide instructions on where to find the information associated with each document for this purpose. Documents may contain 1 or more pages.

The number of characters included (allotted) for indexing in the standard rate is up to 10 per page averaged over the total number of pages scanned during the batch. For example, if each

document being scanned in the batch contains exactly 5 pages, 50 characters of indexing would be included. If the documents being scanned contain a variable number of pages, then the total pages scanned divided by 10 would determine the allotted indexing characters included for the batch. Selection of values from a drop-down list is counted as 1 character. Accuflex will keep track of the index characters used and may charge a per-character surcharge for characters entered over the allotment for the batch.

The following do not count towards the allotment of indexing characters.

- Document Name
- Folder Name creation (as necessary)
- The selection of Document Scan Volume
- The selection of other scan and image processing Settings
- Automated population of fields (i.e.: zone-OCR, lookup from an outside data source, etc.)

#### D. PWA Drawings Indexing.

PWA Drawings will be indexed using the Drawings Template containing the following fields.

Field	Data Type	Description
Drawing No	Char (10)	Drawing number assigned by PWA Central Files. This number is on the drawing hangtag. E.g.: TS1-001. The second set of numbers should be at least 3 digits (it should be zero-pre-filled if necessary).
Project No	Char (50)	Project number(s), if any, that the drawing is associated with. If there are multiple they will be delimited with a semicolon (“;”). If there is a project number, it will appear in the hangtag and/or the title block or surrounding area. It will start with a “PR” prefix. E.g.: PR1440A
Year	Char (4)	The year of the drawing. If there is more than one date, the most recent one in the signature block should be used.
Cabinet No	Char (4)	Cabinet number in which the hard copy drawing is / was stored in. This will be found in the PlanLog or Master Plan Log Access database.

#### Drawing Number Convention

Sequence Type	Numbering Convention	Description of Drawings	Approval Years
1	1-XXX-XX	Street Improvements, including utilities	1931 thru 2005

Sequence Type	Numbering Convention	Description of Drawings	Approval Years
2	AD_XXX	Street Improvements, including utilities	1921 thru 1982
3	CH_1-XXX	Signing and Striping	1995 thru 2003
4	F-XXXXX	Facilities & Structures	2004 thru 2005
5	FF-XXXXX	Fire Stations	2002
6	FX-XXXXX	Parks and Schools	2002 thru 2005
7	FP-XXXXX	Parking Lots	2006
8	FR-XXXXX	Regional Transportation Center	2006
9	HF_XX-XX	Street Improvements, including utilities	1921 thru 1995
10	R-XXXXX	Street Improvements	2002 thru 2006
11	RB-XXXXX	Bike Trail	2005
12	RL-XXXXX	Street Lighting	2006
13	RS-XXXXX	Storm Drains & Catch Basins	2004 thru 2005
14	S-XXXXX	Sewer Improvements	2002 thru 2005
15	SS-XXX	Sewer Improvements	1956 thru 2004
16	TC-XXXXX	Traffic Control Plans	2003 THRU 2005
17	TH-XXXXX	Signing & Striping	2003 thru 2006
18	TR_XXXXX	Street Improvements by designated Tracts	1919 thru 1990
19	TS-XXXXX	Traffic Signal Improvements	2003 thru 2006
20	TS_1-XXX	Traffic Signal Improvements	1995 thru 2003
21	TSC_X-XXX	Traffic Signal Cabinet Drawings	2003 thr 2005
22	U-XXXXX	Utilities (Sewer & Water)	2005
23	W-XXX	Water Improvements	1934 thru 2006
24	W-XXXXX	Water Improvements	2003 thru 2005

Seq Type	Numbering Convention	Explanation
1	1-XXX-XX	Sequence 1 begins with the number 1, followed by a dash, then a 3 digit number, followed by a 2 digit number. Number the image as per the inventory sheet, adding 0's in both the middle and final segments when appropriate. For example, if card reads 1-2-9, number the image as 1-002-09.
2	AD XXX	Sequence 2 begins with the capital letters AD, followed by a space, and then a 3 digit number. Again, add 0's in the last segment when necessary. Example, AD 330
3	CH 1-XXX	Sequence 3 begins with the capital letters CH, followed by a space, the number 1, and then a 3 digit number. Again, add 0's in the final position when necessary. Example, CH 1-001
4	F-XXXXX	Sequence 4 begins with the capital letter F, followed by a dash, and then a 5 digit number. Example, F-05001
5	FF-XXXXX	Sequence 5 begins with the capital letters FF, followed by a dash, and then a 5 digit number. Example, FF-04032
6	FX-XXXXX	Sequence 5 begins with the capital letters FX, followed by a dash, and then a 5 digit number.
7	FP-XXXXX	Sequence 7 begins with the capital letters FP, followed by a dash, and then a 5 digit number.
8	FR-XXXXX	Sequence 8 begins with the capital letters FR, followed by a dash, and then a 5 digit

Seq Type	Numbering Convention	Explanation
		number.
9	HF_XX-XX	Sequence 9 begins with the capital letters HF, followed by a space, and 2 digit number, and then another 2 digit number. Add 0's where appropriate (See Inventory List) Example, HF 01-02
10	R-XXXXX	Sequence 10 begins with the capital letter R, followed by a dash, and then a 5 digit number.
11	RB-XXXXX	Sequence 11 begins with the capital letter RB, followed by a dash, and then a 5 digit number.
12	RL-XXXXX	Sequence 12 begins with the capital letters RL, followed by a dash, and then a 5 digit number.
13	RS-XXXXX	Sequence 13 begins with the capital letters RS, followed by a dash, and then a 5 digit number.
14	S-XXXXX	Sequence 14 begins with the capital letter S, followed by a dash, and then a 5 digit number.
15	SS-XXX	Sequence 15 begins with the letters SS, followed by a dash, and a 3 digit number. Add 0's where appropriate.
16	TC-XXXXX	Sequence 16 begins with the letters TC, followed by a dash, and then a 5 digit number.
17	TH-XXXXX	Sequence 17 begins with the capital letters TH, followed by a dash, and then a 5 digit number.
18	TR_XXXXX	Sequence 18 begins with the capital letters TR, followed by a space, and then a 5 digit number.
19	TS-XXXXX	Sequence 19 begins with the capital letters TS, followed by a dash, and then a 5 digit number.
20	TS_1-XXX	Sequence 20 begins with the capital letters TS, followed by a space, followed by the number 1, a dash, and then a 3 digit number. Add 0's in the last "segment" when appropriate. Example, TS 1-023
21	TSC_X-XXX	Sequence 21 begins with the capital letters TSC, followed by a space, followed by a 1 digit number, followed by a dash and then a 3 digit number. Add 0's in the last "segment" when appropriate. Example, TSC 1-102
22	U-XXXXX	Sequence 22 begins with the capital letter U, followed by a dash, and then a 5 digit number.
23	W-XXX	Sequence 23 begins with the capital letter W, followed by a dash, and then a 3 digit number. Add 0's when appropriate.
24	W-XXXXX	Sequence 24 begins with the capital letter W, followed by a dash, and then a 5 digit number.

#### E. PWA Drawings Document Naming.

PWA Drawing documents will be named by their Drawing Number which is found in the hangtag of the drawing.

Example: TH-05034

#### F. Other Documents Indexing, Naming, and Folders.

The template fields, document naming, and folder requirements will be provided for other

documents to be scanned.

#### G. Scan Folder Structure.

Documents scanned by Accuflex should be scanned into the following folder structure:

Scan\Accuflex To Be Reviewed\Batch <batch number>

PWA will reviewed scanned documents in this folder and move them to the permanent folder once the quality has been verified.

### 11. Price Schedule

Laserfiche will bill Licensee for actual items scanned by Accuflex using the following price schedule.

#### A. Microfilm Rolls.

Service	Unit	Black & White Cost	Grayscale Cost
16mm rolls containing less than 2,000 images	Roll	\$50	\$65
16mm rolls containing 2,001 – 4,000 images	Roll	\$75	\$90
16mm rolls containing more than 4,000 images	Roll	\$100	\$115
Microfilm Scanner Setup/Cleaning of the rolls (if required)		\$50 per setup	\$50 per setup

#### B. Microfiche Sheets.

Service	Unit	Black & White Cost	Grayscale Cost
16mm	Image	\$0.07	\$0.10
35mm	Image	\$0.085	\$0.115

#### C. Paper Documents and Drawings (Black & White or Grayscale).

Type of Document	Unit	Cost
Documents up to and including 11" x 17"	Page	\$ .08
Large Format Documents - up to E Size (36" x 48") Black and White	Sheet	\$ 1.35

Large Format Documents - up to E Size (36" x 48") Grayscale	Sheet	\$ 1.45
Large Format Documents - up to E Size (36" x 48") Color	Sheet	\$ 1.55
Aperture Cards	Frame	\$ .49
Indexing Surcharge when exceeding 10 characters / page averaged over the total engagement pages	Character	\$ .008

D. Additional Fees.

Service	Fee
Document Naming & Indexing (per requirements)	No Charge
Exporting as a Laserfiche Briefcase/volume	No Charge
Making Exported Briefcase / Volume Available on a Secure Laserfiche FTP Site for Downloading	No Charge
Media Copy / Burning (e.g.: USB Drive, Memory Card, DVD)	\$30 per disk
Document Pickup / Drop off (round trip from Accuflex to Licensee's office)	\$60 per trip

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2014

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 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  
BB&T Insurance Services  
of Orange County  
680 Langsdorf Drive Suite 100  
Fullerton, CA 92831

CONTACT NAME: Alde Radilla

PHONE (A/C, No, Ext): 714 578-7050

FAX (A/C, No): 877 297-9245

E-MAIL: aradilla@bbandt.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Atlantic Specialty Insurance Co

27154

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Compulink Mgmt Center Inc  
dba Laserfiche  
3545 N. Long Beach Blvd. #110  
Long Beach, CA 90807

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			7110103310007	02/13/2014	02/13/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			7110103310007	02/13/2014	02/13/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			7110103310007	02/13/2014	02/13/2015	EACH OCCURRENCE \$20,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$20,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4060200720008	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N		N/A				E.L. EACH ACCIDENT \$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Technology E & O			7110103310007	02/13/2014	02/13/2015	Limit: \$5,000,000 Ded. \$50,000 Retro Date: 02/13/2004

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

Evidence of Insurance.

APPROVED AS TO FORM

Jose Sandoval  
Senior Assistant City Attorney

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Ana  
20 Civic Center Plaza M-42  
Santa Ana, CA 92701

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

Roger Wilber

A-2014-144

Client#: 1258425

305COMPUMGM

ACORD™

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/23/2015

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 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).

<b>PRODUCER</b> BB&T Insurance Services of Orange County 2400 Katella Avenue Ste 1100 Anaheim, CA 92806	<b>CONTACT NAME:</b> Aide Radilla	
	<b>PHONE (A/C, No, Ext):</b> 714 941-2850	<b>FAX (A/C, No):</b> 877 297-9245
<b>INSURED</b> Compulink Mgmt Center Inc dba Laserfiche 3545 N. Long Beach Blvd. #110 Long Beach, CA 90807	<b>E-MAIL ADDRESS:</b> aradilla@bbandt.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Atlantic Specialty Insurance Co	<b>NAIC #</b> 27154
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	7110103310008	02/13/2015	02/13/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		7110103310008	02/13/2015	02/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		7110103310008	02/13/2015	02/13/2016	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	4060200720009	01/01/2015	01/01/2016	X WC STATU-TORY LIMITS 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
A	Technology E & O		7110103310008	02/13/2015	02/13/2016	Limit: \$5,000,000 Ded. \$50,000 Retro Date: 02/13/2004

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

RE: Contract agreement with insured.

Certificate holder is included as Additional Insured, as respects to General Liability, as required by written contract, per form #VCG207 attached.

\*THIS CERTIFICATE SUPERSEDES & REPLACES THE CERTIFICATE PREVIOUSLY ISSUED ON 2/16/15.

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Ana  
20 Civic Center Plaza M-42  
Santa Ana, CA 92701

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

*Roger Wilber*

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## @VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	8. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none"><li>o Work performed by you</li><li>o Premises you own, rent, lease or occupy</li><li>o Equipment you lease</li></ul>	9. Duties in Event of Occurrence, Claim or Suit
3. Aggregate Limit Per Location	10. Expected or Intended Injury (PD)
4. Blanket Waiver of Subrogation	11. Incidental Medical Malpractice
5. Bodily Injury Redefined – Mental Anguish	12. Medical Payments
6. Broadened Named Insured	13. Mobile Equipment Redefined
7. Broadened Property Damage <ul style="list-style-type: none"><li>o Borrowed Equipment</li><li>o Customers' Goods</li><li>o Use of Elevators</li></ul>	14. Newly Acquired or Formed Organizations
	15. Non-Owned Aircraft
	16. Non-Owned Watercraft
	17. Personal and Advertising Injury
	18. Product Recall Expense
	19. Supplementary Payments Increased Limits

#### 1. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty not authorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor 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:
  - (a) The exceptions contained in Subparagraphs 4. or 6.; or

*Review by RWD/Put 2/8*

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## 2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

a. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

### 1. Unless

- (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
- (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

### 5. To any:

- (a) Lessor of equipment after the equipment lease terminates or expires; or
- (b) Owners or other interests from whom land has been leased; or
- (c) Managers or lessors of premises if:

- (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
- (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

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

REVIEWED BY RW DeLo 3/8

- c. Limits of Insurance applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**3. AGGREGATE LIMIT PER LOCATION**

- a. Under Section III – Limits of Insurance, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.
- b. Under Section V – Definitions, the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**4. BLANKET WAIVER OF SUBROGATION**

Section IV – Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

**5. BODILY INJURY REDEFINED – MENTAL ANGUISH**

Under Section V, the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

**6. BROADENED NAMED INSURED**

Section II – Who Is An Insured is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

- a. The Damage To Property exclusion under Section I Coverage A is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
2. The exclusions for
  - (a) Property loaned to you;
  - (b) Personal property in the care, custody or control of the insured; and
  - (c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is \$35,000 per "occurrence".

REVIEWED BY RW DIB 4/8

- b. Under Section V – Definitions, the following definition is added:

"Customers' Goods" means goods of your customer on your premises for the purpose of being:

1. Repaired; or
2. Used in your manufacturing process.

- c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

**8. COVERAGE TERRITORY – WORLDWIDE**

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere provided the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

**9. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Section IV – Duties In The Event Of Occurrence, Claim or Suit is amended by adding the following paragraphs:

- a. The requirements that you must

1. notify us of an "occurrence" offense, claim or "suit" and
  2. send us documents concerning a claim or "suit"
- apply only when such "accident" claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer of the corporation or insurance manager, if you are a corporation; or
4. A manager, if you are a limited liability company.

- b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

**10. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)**

The Expected Or Intended Injury exclusion under Coverage A Bodily Injury and Property Damage is replaced by:

"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.

**11. INCIDENTAL MALPRACTICE – EMPLOYED PHYSICIANS, NURSES, EMT'S AND PARAMEDICS**

- a. Under Section II – Who Is An Insured, the paragraph that excludes an employee or volunteer worker as insured for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services does not apply to a physician, dentist, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
- b. The insurance afforded by this provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

**12. MEDICAL PAYMENTS – INCREASED LIMITS AND TIME PERIOD**

In the Insuring Agreement under Coverage C – Medical Payments, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.

- a. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
- b. This provision 12. does not apply if Coverage C – Medical Payments is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

REVIEWED BY RW DoP 5/8

13. MOBILE EQUIPMENT – SELF-PROPELLED SNOW REMOVAL, ROAD MAINTENANCE AND STREET CLEANING EQUIPMENT

The following is added to the "mobile equipment" definition:

Vehicles maintained primarily for purposes other than the transportation of persons or cargo that are self-propelled vehicles of less than 1,000 pounds gross vehicle weight with the following types of permanently attached equipment will be considered "mobile equipment":

- a. Snow removal;
- b. Road maintenance, but not construction or resurfacing; or
- c. Street cleaning.

14. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under Section II – Who Is An Insured, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the end of the current policy period.

15. NON-OWNED AIRCRAFT

The Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability does not apply to an aircraft that is:

1. Hired, chartered or loaned with a paid crew; and
  2. Not owned by any insured.
- a. The insurance afforded by this provision 15. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

16. NON-OWNED WATERCRAFT

- a. Section II – Who Is An Insured is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:
1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- b. In the exception to the Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability, the limitation on the length of a watercraft is increased to 55 feet.
- c. The insurance afforded by this provision 16. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

17. PERSONAL AND ADVERTISING INJURY

The following exclusions under the definition of "personal and advertising injury" are amended as follows:

a. Insureds In Media Type Businesses

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

- (1) Advertising, broadcasting, publishing or telecasting; or
- (2) Designing or developing content of websites for others.

However, this exclusion does not apply to paragraphs 14 a., b. and c. of "personal and advertising injury" under the Definitions Section.

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

b. Electronic Chatrooms Or Bulletin Boards

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

REVIEWED BY RW DeRaf 6/8

## 18. PRODUCT RECALL EXPENSE

With respect to this Provision 18., the Recall Of Products, Work Or Impaired Property exclusion under Coverage A Bodily Injury And Property Damage Liability is deleted.

a. The following is added to Section III - Limits Of Insurance section:

1. The Limits of Insurance shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of
  - (a) Insureds;
  - (b) "Covered recalls" initiated; or
  - (c) Number of "your products" recalled.
2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
3. Subject to 2. above, the Each Product Recall Limit is the most we will reimburse you for the sum of all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.
4. Subject to 3. above, we will pay only the amount of "product recall expenses" in excess of the deductible amount shown in the Product Recall Schedule.

Products Recall Schedule	
	Limits of Insurance
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
If any limits and deductible other than those above are shown in the Declarations as the Products Recall Expense Limits, the amounts shown in the Declarations will replace the Limits of Insurance and deductible provided for this coverage.	

The Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

b. The following is added to the Duties In The Event Of Occurrence, Offense, Claim Or Suit provision under Section IV – Conditions:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

1. Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
2. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
3. As often as may be reasonably required, permit us to inspect "your product" that demonstrates the need for the "covered recall" and permit us to examine your books and records. Also permit us to take damaged and undamaged samples of "your products" for inspection, testing and analysis; and permit us to make copies from your books and records;
4. Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
5. Permit us to examine any insured under oath, while not in the presence of any other insured and at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

REVIEWED BY RW DePiet 7/8

c. The following definitions are added to the Definitions Section:

1. "Covered recall" means a recall made necessary because the insured or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in or will result in "bodily injury" or "property damage".
2. "Product Recall Expense" means:

(a) The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":

- (1) For communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) For shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) For remuneration paid to your regular "employees" for necessary overtime;
- (4) For hiring additional persons, other than your regular "employees";
- (5) Incurred by "employees", including transportation and accommodations;
- (6) To rent additional warehouse or storage space; or
- (7) For disposal of "your products", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, but

"product recall expenses" does not include costs of regaining your market share, goodwill, revenue or profit.

(b) "Product Recall Expense" does not include any expenses resulting from:

- (1) Failure of any product to accomplish its intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and
- (7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found

#### 19. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under Section I – Coverages, Supplementary Payments – Coverages A and B, paragraphs 1.b. and 1.d. are replaced by the following:

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

Reviewed BY PWA/Ret 8/8

Client#: 1258425

305COMPUMGM

**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/15/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>BB&amp;T Insurance Services</b> <b>of Orange County</b> <b>2400 E Katella Ave. Suite 1100</b> <b>Anaheim, CA 92806</b>	<b>CONTACT NAME:</b> Aide Radilla <b>PHONE (A/C, No, Ext):</b> 714 941-2850 <b>FAX (A/C, No):</b> 877 297-9245 <b>E-MAIL ADDRESS:</b> aradilla@bbandt.com														
<b>INSURED</b> <b>Compulink Mgmt Center Inc</b> <b>dba Laserfiche</b> <b>3545 N. Long Beach Blvd. #110</b> <b>Long Beach, CA 90807</b>	<table border="1"> <thead> <tr> <th data-bbox="815 493 1396 525">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1396 493 1520 525">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 525 1396 556">INSURER A : Atlantic Specialty Insurance Company</td> <td data-bbox="1396 525 1520 556">27154</td> </tr> <tr> <td data-bbox="815 556 1396 588">INSURER B : Travelers Property Casualty Co of Amer</td> <td data-bbox="1396 556 1520 588">25674</td> </tr> <tr> <td data-bbox="815 588 1396 619">INSURER C : ACE American Insurance Co</td> <td data-bbox="1396 588 1520 619">22667</td> </tr> <tr> <td data-bbox="815 619 1396 651">INSURER D :</td> <td data-bbox="1396 619 1520 651"></td> </tr> <tr> <td data-bbox="815 651 1396 682">INSURER E :</td> <td data-bbox="1396 651 1520 682"></td> </tr> <tr> <td data-bbox="815 682 1396 705">INSURER F :</td> <td data-bbox="1396 682 1520 705"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Atlantic Specialty Insurance Company	27154	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : ACE American Insurance Co	22667	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	7110103310011	02/13/2018	02/13/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		7110103310011	02/13/2018	02/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	7110103310011	02/13/2018	02/13/2019	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB4K964827	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<b>Technology</b> <b>E &amp; O -</b> <b>Retro 2/13/2004</b>		G46867580001	02/13/2018	02/13/2019	\$15,000,000 Agg Limit \$15,000,000 Each Claim \$ 50,000 Retention

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

RE: Contract agreement with insured.

Certificate holder is included as Additional Insured, as respects to General Liability, as required by written contract, per form #VCG207 0709 attached.

*Received By Melanie Jorss 3/5/18*

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Ana  
 20 Civic Center Plaza M-42  
 Santa Ana, CA 92701

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

*B. Melito*

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## @VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	8. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to:	9. Duties in Event of Occurrence, Claim or Suit
o Work performed by you	10. Expected or Intended Injury (PD)
o Premises you own, rent, lease or occupy	11. Incidental Medical Malpractice
o Equipment you lease	12. Medical Payments
3. Aggregate Limit Per Location	13. Mobile Equipment Redefined
4. Blanket Waiver of Subrogation	14. Newly Acquired or Formed Organizations
5. Bodily Injury Redefined – Mental Anguish	15. Non-Owned Aircraft
6. Broadened Named Insured	16. Non-Owned Watercraft
7. Broadened Property Damage	17. Personal and Advertising Injury
o Borrowed Equipment	18. Product Recall Expense
o Customers' Goods	19. Supplementary Payments Increased Limits
o Use of Elevators	

#### 1. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty not authorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor 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:
  - (a) The exceptions contained in Subparagraphs 4. or 6.; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## 2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

a. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

- (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
- (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

5. To any:

- (a) Lessor of equipment after the equipment lease terminates or expires; or
- (b) Owners or other interests from whom land has been leased; or
- (c) Managers or lessors of premises if:

- (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
- (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

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

- c. Limits of Insurance applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

### 3. AGGREGATE LIMIT PER LOCATION

- a. Under Section III – Limits of Insurance, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.
- b. Under Section V – Definitions, the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

### 4. BLANKET WAIVER OF SUBROGATION

Section IV – Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

### 5. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under Section V, the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

### 6. BROADENED NAMED INSURED

Section II – Who Is An Insured is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

- a. The Damage To Property exclusion under Section I Coverage A is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
2. The exclusions for
  - (a) Property loaned to you;
  - (b) Personal property in the care, custody or control of the insured; and
  - (c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is \$35,000 per "occurrence".



- b. Under Section V – Definitions, the following definition is added:

"Customers' Goods" means goods of your customer on your premises for the purpose of being:

1. Repaired; or
2. Used in your manufacturing process.

- c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

8. COVERAGE TERRITORY – WORLDWIDE

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere provided the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

9. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Duties In The Event Of Occurrence, Claim or Suit is amended by adding the following paragraphs:

- a. The requirements that you must

1. notify us of an "occurrence" of offense, claim or "suit" and
  2. send us documents concerning a claim or "suit"
- apply only when such "accident" claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer of the corporation or insurance manager, if you are a corporation; or
4. A manager, if you are a limited liability company.

- b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

10. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)

The Expected Or Intended Injury exclusion under Coverage A Bodily Injury and Property Damage is replaced by:

"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.

11. INCIDENTAL MALPRACTICE – EMPLOYED PHYSICIANS, NURSES, EMT'S AND PARAMEDICS

- a. Under Section II – Who Is An Insured, the paragraph that excludes an employee or volunteer worker as insured for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services does not apply to a physician, dentist, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
- b. The insurance afforded by this provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

12. MEDICAL PAYMENTS – INCREASED LIMITS AND TIME PERIOD

In the Insuring Agreement under Coverage C – Medical Payments, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.

- a. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
- b. This provision 12. does not apply if Coverage C – Medical Payments is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

### 13. MOBILE EQUIPMENT – SELF-PROPELLED SNOW REMOVAL, ROAD MAINTENANCE AND STREET CLEANING EQUIPMENT

The following is added to the "mobile equipment" definition:

Vehicles maintained primarily for purposes other than the transportation of persons or cargo that are self-propelled vehicles of less than 1,000 pounds gross vehicle weight with the following types of permanently attached equipment will be considered "mobile equipment":

- a. Snow removal;
- b. Road maintenance, but not construction or resurfacing; or
- c. Street cleaning.

### 14. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under Section II – Who Is An Insured, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the end of the current policy period.

### 15. NON-OWNED AIRCRAFT

The Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability does not apply to an aircraft that is:

1. Hired, chartered or loaned with a paid crew; and
2. Not owned by any insured.

- a. The insurance afforded by this provision 15. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

### 16. NON-OWNED WATERCRAFT

- a. Section II – Who Is An Insured is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

- b. In the exception to the Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability, the limitation on the length of a watercraft is increased to 55 feet.

- c. The insurance afforded by this provision 16. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

### 17. PERSONAL AND ADVERTISING INJURY

The following exclusions under the definition of "personal and advertising injury" are amended as follows:

- a. Insureds In Media Type Businesses

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

- (1) Advertising, broadcasting, publishing or telecasting; or
- (2) Designing or developing content of websites for others.

However, this exclusion does not apply to paragraphs 14 a., b. and c. of "personal and advertising injury" under the Definitions Section.

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

- b. Electronic Chatrooms Or Bulletin Boards

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

## 18. PRODUCT RECALL EXPENSE

With respect to this Provision 18., the Recall Of Products, Work Or Impaired Property exclusion under Coverage A Bodily Injury And Property Damage Liability is deleted.

a. The following is added to Section III - Limits Of Insurance section:

1. The Limits of Insurance shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of
  - (a) Insureds;
  - (b) "Covered recalls" initiated; or
  - (c) Number of "your products" recalled.
2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
3. Subject to 2. above, the Each Product Recall Limit is the most we will reimburse you for the sum of all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.
4. Subject to 3. above, we will pay only the amount of "product recall expenses" in excess of the deductible amount shown in the Product Recall Schedule.

Products Recall Schedule	
	Limits of Insurance
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
If any limits and deductible other than those above are shown in the Declarations as the Products Recall Expense Limits, the amounts shown in the Declarations will replace the Limits of Insurance and deductible provided for this coverage.	

The Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

b. The following is added to the Duties In The Event Of Occurrence, Offense, Claim Or Suit provision under Section IV – Conditions:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

1. Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
2. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
3. As often as may be reasonably required, permit us to inspect "your product" that demonstrates the need for the "covered recall" and permit us to examine your books and records. Also permit us to take damaged and undamaged samples of "your products" for inspection, testing and analysis; and permit us to make copies from your books and records;
4. Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
5. Permit us to examine any insured under oath, while not in the presence of any other insured and at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

c. The following definitions are added to the Definitions Section:

1. "Covered recall" means a recall made necessary because the insured or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in or will result in "bodily injury" or "property damage".
2. "Product Recall Expense" means:

(a) The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":

- (1) For communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) For shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) For remuneration paid to your regular "employees" for necessary overtime;
- (4) For hiring additional persons, other than your regular "employees";
- (5) Incurred by "employees", including transportation and accommodations;
- (6) To rent additional warehouse or storage space; or
- (7) For disposal of "your products", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, but

"product recall expenses" does not include costs of regaining your market share, goodwill, revenue or profit.

(b) "Product Recall Expense" does not include any expenses resulting from:

- (1) Failure of any product to accomplish its intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and
- (7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found

## 19. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under Section I – Coverages, Supplementary Payments – Coverages A and B, paragraphs 1.b. and 1.d. are replaced by the following:

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



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ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/01/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>McGriff Insurance Services</b> <b>2400 E Katella Ave Suite 1100</b> <b>Anaheim, CA 92806</b> <b>714 941-2800</b>	<b>CONTACT NAME:</b> Aide Radilla <b>PHONE (A/C, No, Ext):</b> 714 941-2850 <b>FAX (A/C, No):</b> 877 297-9245 <b>E-MAIL ADDRESS:</b> aradilla@mcgriff.com														
<b>INSURED</b> <b>Compulink Mgmt Center Inc</b> <b>dba Laserfiche</b> <b>3545 N. Long Beach Blvd. #110</b> <b>Long Beach, CA 90807</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: StarNet Insurance Company</td> <td>40045</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefits</td> <td>41840</td> </tr> <tr> <td>INSURER C: Westchester Surplus Lines Insurance</td> <td>10172</td> </tr> <tr> <td>INSURER D: Homeland Ins Co</td> <td>34452</td> </tr> <tr> <td>INSURER E: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER F: Radnor Specialty Ins Co</td> <td>15756</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: StarNet Insurance Company	40045	INSURER B: Allmerica Financial Benefits	41840	INSURER C: Westchester Surplus Lines Insurance	10172	INSURER D: Homeland Ins Co	34452	INSURER E: Lloyds of London		INSURER F: Radnor Specialty Ins Co	15756
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		TCP701616011	03/13/2021	03/13/2022	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TCP701616011	03/13/2021	03/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X		TCP701616011	03/13/2021	03/13/2022	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W23H44370100	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	**SEE BELOW FOR ADDITIONAL COVERAGES**						**SEE BELOW FOR ADDITIONAL COVERAGES**

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

## ADDITIONAL COVERAGE/POLICY INFORMATION:

C. Insurer: Westchester Surplus Lines Insurance (Non Admitted) - NAIC #: 10172

Technology E&O, Cyber, Privacy & Network Security and Media Liability

Policy Number: F14774865003

Policy Effective: 03/13/2021 - Policy Expiration: 03/13/2022

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Ana  
 Risk Management Division, 4th Floor  
 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

*Francine R. Villareal*



## DESCRIPTIONS (Continued from Page 1)

\$5,000,000 Each Claim  
\$5,000,000 Each Aggregate  
\$ 50,000 Retention  
Tech E&O Retro date 2.13.2004

D. Insurer: Homeland Ins Co (Non Admitted) - NAIC #: 34452  
Technology E&O, Cyber, Privacy & Network Security and Media Liability  
Policy # 7110174440000  
Policy Effective: 03/13/2021 - Policy Expiration: 03/13/2022  
\$5,000,000 Each Claim  
\$5,000,000 Each Aggregate  
\$ 50,000 Retention  
Excess of underlying \$5,000,000 Each Claim/Aggregate Limits  
Tech E&O Retro date 2.13.2004

E. Insurer: Hiscox Lloyds of London (Non Admitted)  
Technology E&O, Cyber, Privacy & Network Security and Media Liability  
Policy #MPL404257421  
Policy Effective: 03/13/2021 - Policy Expiration: 03/13/2022  
\$5,000,000 Each Claim  
\$5,000,000 Each Aggregate  
Excess of underlying \$10,000,000 Each Claim/Aggregate Limits  
Tech E&O Retro date 2.13.2004  
Cyber/Media 2.13.2018

F. Insurer: Radnor Specialty Ins Co (Non Admitted)- NAIC #: 15756  
Technology E&O, Cyber, Privacy & Network Security and Media Liability  
Policy #DPS5002117  
Policy Effective: 03/13/2021 - Policy Expiration: 03/13/2022  
\$5,000,000 Each Claim  
\$5,000,000 Each Aggregate  
Excess of underlying \$15,000,000 Each Claim/Aggregate Limits  
Policy Retro date 10.19.2018

G. Insurer: Crum & Forster Specialty Ins Co (Non Admitted) - NAIC #: 44520  
Technology E&O, Cyber, Privacy & Network Security and Media Liability  
Policy #EOL231171  
Policy Effective: 03/13/2021 - Policy Expiration: 03/13/2022  
\$5,000,000 Each Claim  
\$5,000,000 Each Aggregate  
Excess of underlying \$20,000,000 Each Claim/Aggregate Limits  
Policy Retro date 10.19.2018

\*\*\*\*\*

RE: Agreement #A-2014-144.

Certificate holder is amended to read as: City of Santa Ana, officers, agents, employees, and volunteers, are included as Additional Insured with primary wording, as respects to General Liability, as required by written contract, per form #CG8360 1219 attached.

\*30 Notice of Cancellation will be given as respects General Liability, as required by written contract.

\*\* THIS CERTIFICATE SUPERSEDES & REPLACES THE CERTIFICATE PREVIOUSLY ISSUED ON 03/17/21. \*\*



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

### SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured – Lessors of Leased Equipment	L.	Duties in the Event of Occurrence, Offense, Claim or Suit
B.	Additional Insured – Owners, Managers or Lessors of Premises	M.	Expected or Intended Injury or Damage (Property Damage)
C.	Additional Insured - Primary and Non-contributory	N.	Damage to Premises Rented To You
D.	Additional Insured – Vendors	O.	Medical Payments
E.	Additional Insured – Written Contract or Agreement	P.	Non-owned Aircraft
F.	Aggregate Limit Per Location	Q.	Non-owned Watercraft
G.	Amateur Athletic Participants	R.	Newly Acquired or Formed Organizations
H.	Bodily Injury Definition	S.	Supplementary Payments
I.	Broadened Named Insured	T.	Unintentional Omission
J.	Damage to Property – Borrowed Equipment, Customer Goods, Use of Elevators	U.	Waiver of Subrogation - Blanket
K.	Good Samaritan Services		

#### A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed after the equipment lease expires.

#### B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

1. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.



### C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### D. ADDITIONAL INSURED - VENDORS

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
2. The insurance provided to such vendor does not apply to:
  - a. Any express warranty not authorized by you;
  - b. Any change in "your products" made by such vendor;
  - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
  - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
  - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

### E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

### F. AGGREGATE LIMIT PER LOCATION

1. Under **Section III - Limits Of Insurance**, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.



2. Under **Section V - Definitions**, the following is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### **G. AMATEUR ATHLETIC PARTICIPANTS**

Under **Section II - Who Is An Insured**, the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

1. "Bodily injury" to:
  - a. A co-participant, your "employee" or "volunteer worker" while participating in amateur athletic activities that you sponsor; or
  - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or
2. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
  - a. A co-participant, your "employee" or "volunteer worker"; or
  - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company).

#### **H. BODILY INJURY**

Under **Section V - 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 resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

#### **I. BROADENED NAMED INSURED**

Under **Section II - Who Is Insured**, the following is added:

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

#### **J. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, paragraph 2., **Exclusions**, item j., **Damage To Property** is amended as follows:
  - a. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
  - b. The exclusions for:
    - (1) Property loaned to you;
    - (2) Personal property in the care, custody or control of the insured; and
    - (3) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.
2. Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "customers' goods" is \$25,000 per "occurrence".
3. Under **Section V - Definitions**, the following is added:

"Customers' goods" means goods of your customer on your premises for the purpose of being:

  - a. Repaired; or



b. Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

#### K. GOOD SAMARITAN SERVICES

1. Under **Section II - Who Is Insured**, paragraph 2., item d., the following is added:  
This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".
2. Under **Section V - Definitions**, the following definition is added:  
"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

#### L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, paragraph 2., **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:
- a. Notify us of an "occurrence" offense, claim or "suit"; and
  - b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:
    - (1) You, if you are an individual;
    - (2) A partner, if you are a partnership;
    - (3) An executive officer of the corporation or insurance manager, if you are a corporation; or
    - (4) A manager, if you are a limited liability company.
2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

#### M. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)

Under **Section I - Coverages, Coverage A, Bodily Injury And Property Damage Liability**, paragraph 2., **Exclusions**, item a., **Expected Or Intended Injury**, is deleted and replaced by the following:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

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

#### N. DAMAGE TO PREMISES RENTED TO YOU

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last paragraph under **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by 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 you or temporarily occupied by you with the permission of the owner, including the contents of premises rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.
2. The paragraph immediately after Sub-paragraph j.(6) of Paragraph 2. **Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by 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, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

3. Paragraph **6.** of **Section III - Limits Of Insurance** is deleted and replaced by the following:
6. Subject to Paragraph **5.** above, the greater of:
- a. \$500,000; or
  - b. The Damage To Premises Rented To You Limit shown in the Declarations;  
is the most we will pay under Coverage **A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises rented to you for a period of seven or fewer consecutive days.
4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:
- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner, or for personal property of others in your care, custody or control;
5. Subparagraph **a.** of Definition **9. "Insured contract"** of **Section V - Definitions** is deleted and replaced by the following:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
6. As used in this provision "smoke" does not include smoke from agricultural smudging, industrial operations or a "hostile fire".

**O. MEDICAL PAYMENTS**

1. Under **Section I - Coverages, Coverage C, Medical Payments**, paragraph **1., Insuring Agreement**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision **O.** does not apply if **Coverage C, Medical Payments**, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

**P. NON-OWNED AIRCRAFT**

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, item **2., Exclusions**, item **g., Aircraft, Auto Or Watercraft**, does not apply to an aircraft that is:
- a. Hired, chartered or loaned with a paid crew; and
  - b. Not owned by any insured.
2. The insurance afforded by this provision **P.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

**Q. NON-OWNED WATERCRAFT**

1. Under **Section II - Who Is Insured**, is amended as follows:
- To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A, Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision **Q.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

#### **R. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Under **Section II - Who Is An Insured**, item **3.a.** is deleted and replaced by the following:

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

#### **S. SUPPLEMENTARY PAYMENTS**

Under **Section I - Coverages, Supplementary Payments - Coverages A and B** is amended as follows:

- 1.** The limit for the cost of bail bonds is amended to \$2,500; and
- 2.** The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

#### **T. UNINTENTIONAL OMISSION**

Under **Section IV - Commercial General Liability Conditions**, paragraph **6., Representations**, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### **U. WAIVER OF SUBROGATION - BLANKET**

Under **Section IV - Commercial General Liability Conditions**, paragraph **8., Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard".

This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

