

AMENDMENTS

SOLE SOURCE



**MONTANA
DEPARTMENT OF
ADMINISTRATION**

State Financial Services Division

Greg Gianforte, Governor
Misty Ann Giles, Director

MEMORANDUM

TO: Carol Monroe
Office of Public instruction

FROM: Meghan Holmlund, Chief
State Procurement Bureau

DATE: June 17, 2021

SUBJECT: Sole Source Approval - with Infinite Campus for Campus Workflow Suite

The Sole Source Review Committee has approved your request for a Sole Source contract with Infinite Campus for Campus Workflow Suite. This action is allowable per §18-4-306, MCA and justified by your written request of June 15, 2021, (form #3966662).

Please work directly with Lauren Spatzierath with the State Procurement Bureau as necessary to complete the contract process.

I can be reached at 406-444-1459 if you have any questions.

Thank you.

MH

"SOLE SOURCE" PROCUREMENT JUSTIFICATION-OPI

Please complete this form in its entirety to request a sole source contract. Section 18-4-308, MCA, allows a contract to be awarded for a supply or service item without competition under certain circumstances. The required item must be available only from a single supplier. "Sole Source" is distinguishable from "Sole Brand" in that only one supplier is available to provide the supply or service. If you are requesting a sole brand item available from multiple suppliers, a sole brand justification must be completed and submitted through the eRequisition form in eMACS, not this form. This form is for Sole Source requests only.

Circumstances which could necessitate a sole source procurement are:

- (1) the compatibility of current services or equipment, accessories, or replacement parts;
- (2) there is no existent equivalent product; or
- (3) only one source is acceptable or suitable for the supply or service item.

The determination as to whether a procurement shall be made as a sole source shall be made by the State Procurement Bureau (SPB), unless specifically authorized in the agency delegation agreement (ARM 2.5.604). A request by a state agency to the SPB must be submitted through this form and must include a signed and dated quote from the vendor.

Sole source procedures do not apply if the item is under \$5,000. Additionally, the following items do not require sole source justification (ARM 2.5.604):

- (1) professional licenses;
- (2) dues to associations;
- (3) renewal of software license agreements;
- (4) purchase or renewal of maintenance agreements for software or hardware; and
- (5) publications available only from a single supplier

Department name: Data & Technology Requested by: Michael Sweeney

1. Name of product or service: Campus Analytics Suite

2. Name of product manufacturer: Infinite Campus

3. Name of "sole" product supplier or service provider: Infinite Campus

4. Estimated total cost of purchase: \$149,490.000

5. Expected length of contract (if applicable): 5 years with option to extend to 10 years
Estimate Start Date: July 1, 2021 End Date: June 30, 2026

6. What evaluation of other product suppliers or service providers was made? (Please furnish names, addresses, and other documentation.)

The OPI has reviewed and/or demoed products from more than a dozen data visualization and analytics vendors and has participated in various meetings with many of these vendors over the past 2 ½ years. Products and vendors looked at and met with include Whonuit, Qualtrics, Microsoft, Google, Tableau, Snowflake.

7. What makes this particular product or service unique and unavailable from other sources?

Infinite Campus is the vendor for the OPI's statewide Student Information System (SIS), which is branded by the OPI as AIM. The OPI is seeking the OPTION to have an analytics tool that is fully integrated within

the Statewide SIS platform that will have real-time native access to all of the SIS data.

8. How did you determine that there was only one source for the product or service?

Infinite Campus's SIS is a proprietary software system and no other vendor makes an analytics solution that is fully integrated with Infinite Campus's SIS. Every other solution (including OPI's current in-house solution) must download or otherwise transfer data from the SIS into the analytics tool. The OPI is seeking to eliminate this step and the efforts associated with it and offer a fully integrated, real-time analytics solution from within the statewide SIS platform.

9. What product supplier or service provider has your Department/Division used until now to satisfy similar requirements?

The OPI has used an in-house developed system called "Early Warning System". The OPI expects to continue to use EWS for districts not fully integrated with the OPI's Infinite Campus platform. The OPI may still consider using another "stand-alone" analytics tool in the future.

10. Is the sole source based on the vendor being named in a grant? **NO** If so:

1. Attach a copy of the grant where the name is noted.
2. Attach a copy of the grant award
3. Note the section in the grant where the contractor's name is noted.

11. Federal Funds? **NO**

12. Attach dated quote. **See page 10 of the attached license and maintenance agreement. The OPI has negotiated to have the analytics available to the OPI at no cost for the first 3 years of the term of the contract. The final 2 years the cost .50 per student based on statewide enrollment counts, which would equate to \$149,490.00**



OPI - Infinite
Campus License anc

Signature of Agency Procurement Official

Date

☐ Approved ☐ Disapproved--See attached memo for additional information.

Rule: 2.5.604

Rule Title: SOLE SOURCE PROCUREMENT

Department: [ADMINISTRATION](#)
Chapter: [STATE PROCUREMENT](#)
Subchapter: [Types of Bids](#)

Latest version of the adopted rule presented in Administrative Rules of Montana (ARM):

[Printer Friendly Version](#)

2.5.604 SOLE SOURCE PROCUREMENT

- (1) The provisions of this rule apply to all sole source procurements of \$5,000 or greater unless exigency procurements described in ARM [2.5.605](#) are necessary.
- (2) Sole source procurement is permissible under the following circumstances:
 - (a) the compatibility of current services or equipment, accessories, or replacement parts is the paramount consideration.
 - (b) there is no existent equivalent product; or
 - (c) only one source is acceptable or suitable for the supply or service item.
- (3) For purchases with a total contract value greater than \$5,000, the determination as to whether a procurement shall be made as a sole source shall be made by the division, unless specifically authorized in a written agency delegation agreement. In cases of reasonable doubt, competition should be solicited. A request by a state agency to the division that a procurement be restricted to one vendor must be accompanied by a written justification.
- (4) The procurement officer may conduct negotiations, as appropriate, as to price, delivery, and terms.
- (5) For the purpose of complying with [18-4-306](#), MCA, a record of sole source procurements greater than \$5,000 shall be maintained by the procuring agency using the "Sole Source Procurement Justification" form provided by the department.
- (6) The following items do not require sole source justification and shall be purchased directly by the agency regardless of delegated authority:
 - (a) professional licenses;
 - (b) dues to associations;
 - (c) renewal of software license agreements;
 - (d) purchase or renewal of maintenance agreements for software or hardware; and
 - (e) publications available only from a single supplier.

18-4-306. Sole source procurement -- records. (1) A contract may be awarded for a supply or service item without competition when, under rules adopted by the

department, the director, the head of a purchasing agency, or a designee of either officer above the level of the procurement officer determines in writing that:

- (a) there is only one source for the supply or service item;
 - (b) only one source is acceptable or suitable for the supply or service item; or
 - (c) the supply or service item **must be compatible with current supplies or services.**
- (2) The department may require the submission of cost or pricing data in connection with an **award under this section.**
- (3) The department shall maintain or shall require the head of a purchasing agency to maintain a record listing all contracts made under this section for a minimum of 4 years. The record must contain:
- (a) each contractor's name;
 - (b) the amount and type of each contract; and
 - (c) a listing of the supplies or services procured under each contract.
- (4) The record must be available for public inspection.

"SOLE SOURCE" PROCUREMENT JUSTIFICATION-OPI

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Department name: Data & Technology Requested by: Michael Sweeney

1. Name of product or service: Campus Workflow Suite

2. Name of product manufacturer: Infinite Campus

3. Name of "sole" product supplier or service provider: Infinite Campus

4. Estimated total cost of purchase: \$370,106.00

5. Expected length of contract (if applicable): 5 years with option to extend to 10 years
Estimate Start Date: July 1, 2021 End Date: June 30, 2026

6. What evaluation of other product suppliers or service providers was made? (Please furnish names, addresses, and other documentation.)

The workflow suite is an enhancement to the Infinite Campus (the vendor of the OPI's statewide student information system (SIS) platform, branded by the OPI as AIM) platform. The workflow suite enables automation of events and actions within AIM from the statewide level down to the district level. This will enable the OPI to standardize and automate statewide process and procedure and also let districts automate local tasks and actions according to their local business rules and processes. Examples include the automation of new student enrollment, change of student status, scheduling and grading automation, notification and generally allowing the automation of currently manual or repetitive tasks. There are no 3rd parties or other vendors that could do this within the platform that we are aware of. There are some "overlay" IT process automation software that potentially could be used for automating some tasks, however they would not be fully integrated as part of the SIS.

7. What makes this particular product or service unique and unavailable from other sources?

The OPI is seeking the OPTION to have the automation of manual and repetitive tasks within AIM, without needing to implement an additional system or technology infrastructure outside of the current platform.

8. How did you determine that there was only one source for the product or service?

Infinite Campus's SIS is a proprietary software system and no other vendor makes a workflow solution that is fully integrated within Infinite Campus's SIS. IT process automation software would require the OPI and districts to implement and support an additional and separate technology environment, increasing complexity and likely at more cost too.

9. What product supplier or service provider has your Department/Division used until now to satisfy similar requirements?

None.

10. Is the sole source based on the vendor being named in a grant? **NO** If so:

1. Attach a copy of the grant where the name is noted.
2. Attach a copy of the grant award
3. Note the section in the grant where the contractor's name is noted.

11. Federal Funds? **NO**

12. Attach dated quote. **See page 10 of the attached license and maintenance agreement. The cost is .50 per student based on statewide enrollment counts, which would equate to \$295,680.50.**



OPI - Infinite
Campus License anc

Signature of Agency Procurement Official

Date

Signature of State Procurement Bureau Procurement Official

Date

☐ Approved ☐ Disapproved-See attached memo for additional information.

Rule: 2.5.604

Rule Title: SOLE SOURCE PROCUREMENT

Department:
Chapter:

ADMINISTRATION
STATE PROCUREMENT

2.5.604 SOLE SOURCE PROCUREMENT

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 - (c) a listing of the supplies or services procured under each contract.
- (4) The record must be available for public inspection.

RFP

BID RESPONSE

REQUESTS

SUPPORTING DOCUMENTS

ITPR Details

Submitted Date	ITPR Number	ITPR Name	Product Name	ITPR Expiration Date	Agency	Agency Contact and Phone Number	Procurement Type	Procurement Method	Business Need or Justification
February 3, 2021	ITPR_5298_20201217826...	Infinite Campus Statewide SIS	Infinite Campus Statewide SIS		OPI	Michael Sweeney, 444-4411	Professional Services	Other	Infinite Campus is the vendor that provides Montana's statewide Student Information System (SIS), which OPI has branded as AIM (Achievement Montana). The AIM system is used to collect the majority of the student level data that is required to fulfill the various state and federal reporting requirements districts and the OPI have. Districts in Montana may use SIS of their choice at their district to manage student data but are required to use AIM when reporting/uploading data to the state. The OPI's contractual relationship with Infinite Campus to be the statewide SIS student data warehouse began in 2006 as the result of an RFP for both
							Software	Other	Infinite Campus is the vendor that provides Montana's statewide Student Information System (SIS), which OPI has branded as AIM (Achievement Montana). The AIM system is used to collect the majority of the student level data that is required to fulfill the various state and federal reporting requirements districts and the OPI have. Districts in Montana may use SIS of their choice at their district to manage student data but are required to use AIM when reporting/uploading data to the state. The OPI's contractual relationship with Infinite Campus to be the statewide SIS student data warehouse began in 2006 as the result of an RFP for both

Status

- Approved
- Approved

Cost Explanation

The OPI is renewing its software maintenance and support contract with Infinite Campus. Infinite Campus is the vendor of the OPI's statewide Student Information System (SIS), and the current maintenance and support contract is coming to the end of a 10-year term.

The total possible value of the contract including the maintenance and support for five years is **\$4,559,261.40**.

The breakout of the maintenance and support costs are as follows:

\$4,404,261.40 for licensing: Based on 740,212 public school enrollments from 2021 through 2026.

This amount is based on per student annual fees of \$5.95 per student. The number of students over the next 5 school years is projected below:

145,632: 2021-2022

147,380: 2022-2023

148,220: 2023-2024

149,065: 2024-2025

149,915: 2025-2026

\$5,000.00 for support: Annual Campus Passport for OPI Staff at \$1,000 per year.

\$150,000.00 for support: Optional consulting, training, or technical services per section E.

In addition to renewing the maintenance and support, the OPI has negotiated the option to add 2 additional functions to the SIS, analytics and workflow.

The OPI is requesting sole source approval as a separate contract alongside of the maintenance and support contract.

\$149,490.00 for new functionality: Campus Analytics Suite based on 298,980 public school enrollments from 2024 through 2026 at .50 per student. Infinite Campus is offering Campus Analytics Suite at no cost to the OPI from 2021 through the 2023-2024 school year.

\$370,106.00 for new functionality: Campus Workflow Suite based on 740,212 public school enrollments from 2021 through 2026 at .50 per student.

The sole source request total of the two suites **\$519,596.00**

Actual annual student count will be calculated and billed as described below and based upon the annual

license and maintenance fees shown below. These fees are valid through June 30th, 2031:

Item	ANNUAL FEES
License Fee	\$4.00/student
Support Fee	\$0.95/student
Hosting Fee	\$1.00/student

Licensing, hosting and support fees (“Annual Maintenance Fees”) for AIM State Edition and AIM Montana Edition and optional Suites are billed on a per student per year basis.

Per student licensing, hosting and support fees (annual maintenance fees) shall be based on the number of enrolled students counted during the prior school year's fall public school enrollment snapshot as published on GEMS (<https://gems.opi.mt.gov/>). This figure is typically published by January each year. For example, 2021-2022's per-pupil number will be based on the 2020-2021 fall enrollment snapshot as published in January 2021, which is 145,632.

Note: the contract for the additional functionalities will run alongside of the maintenance and support contract. The initial term for both contracts will be five years which this cost explanation breaks down. However, there will be the option to renew each contract for another five years at which time may include new negotiations on student count cost. The total contract value for ten years in the sole source request is based only on an estimate at this time.

From: Holmlund, Meghan
Sent: Wed Jun 23 16:50:14 2021
To: Spatzierath, Lauren
Cc: Monroe, Carol; Thomas, John; Snyder, Tia
Subject: RE: Infinite Campus Cost Explanation (2) (1)
Importance: Normal
Attachments: image001.png

Carol-

Given that OPI already has a maintenance agreement with this vendor, manages that contract within your authority, and given the close timing to FYE, I approve a one-time delegation for OPI to complete this sole source contract outside of SPB. The contract may only include the scope of services as described within the approved sole source justification.

If you would like us to review or provide any feedback prior to execution, please work with Lauren. Additionally, please maintain this authorization in your contract file for audit purposes.

Thank you,



MEGHAN HOLMLUND, CPPO | Chief Procurement Officer
State Procurement Bureau
State Financial Services Division
Department of Administration
DESK 406.444.1459
[website](#) | [map](#) | [email](#) | [Facebook](#)

From: Spatzierath, Lauren <Lauren.Spatzierath@mt.gov>
Sent: Tuesday, June 22, 2021 12:10 PM
To: Holmlund, Meghan <mholmlund@mt.gov>
Cc: Monroe, Carol <cmunroe@mt.gov>; Spatzierath, Lauren <Lauren.Spatzierath@mt.gov>
Subject: Infinite Campus Cost Explanation (2) (1)

Hi-

Recently, the S/S committee approved a request from OPI for Infinite Campus. This contract will be running alongside a maintenance agreement Carol discusses in the attached Cost Explanation, and OPI is currently developing internally. OPI is requesting approval to process this contract internally to manage both contracts better.

Let me know your thoughts.

Thanks,
Lauren

Invoices

All payment information is housed in Perceptive under AP Invoices. All payments can be searched by contract number. The payments are tracked in the RCT system.

Agency Resources

Debarred & Suspended Vendors

eMACS Resources

Procurement Training

Sheltered Workshops

Statewide Term Contracts

Vehicle Purchasing

Debarred & Suspended Vendors

The following vendors are debarred from doing business with the State of Montana. State agencies may not enter into contracts with these vendors until the debarment period has expired; see 18-4-241, MCA, and ARM 2.5.402. Vendors are responsible for re-registering as a vendor for the State of Montana upon completion of their removal/suspension period.

Any questions may be directed to the State Procurement Bureau at (406) 444-2575 or spb@mt.gov.

BUSINESS NAME	ADDRESS	DEBARRED THROUGH
All Seasons Maintenance, Inc.	201 East Lyndale Helena, MT 59601	Indefinite
Tim Kapphan	915 Park Avenue Helena, MT 59601	Indefinite
Jerry Kelly Kelly Logging, Inc.	PO Box 16067 Missoula, MT 59808	Indefinite
Nathan Zito as a person and/or any company owned (wholly or partially) by Nathan Zito	Billings, MT 59106	Indefinite

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- ☐ All Words 
- ☒ Exact Phrase 

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INFINITE CAMPUS INC 

Unique Entity ID	CAGE Code	Physical Address
PKUY77L8WLH5	4BX77	4321 105TH AVE NE, MINNEAPOLIS, MN 55449 USA

Sort by

Date Modified/Updated 

Entity 

Expiration Date
Feb 29, 2024

Purpose of Registration
All Awards



1

of 1



Results per page

25 



Contract # 11274
Budget # 5161

WORK ORDER—CAMPUS ANALYTICS

This Work Order is entered into between:

MONTANA OFFICE OF PUBLIC INSTRUCTION (“OPI”)
1227 11th Avenue,
Helena, Montana, 59601

and

INFINITE CAMPUS, INC. (“CONTRACTOR”).
4321 109TH Avenue NE
Blaine, MN 55449-6794

I. SERVICES

The OPI and Contractor agree to implement Campus Analytics as follows:

- A. Implementation Date**
The OPI agrees to implement Campus Analytics between September 1, 2021 and June 30, 2024.
- B. Payment Amount**
The Contractor is providing this service at no cost.
- C. Payment Schedule**
Contractor is providing Campus Analytics at no charge for the duration of this statement of work.
- D. Incorporations**
This statement of work is incorporated into Contract 11274

(The remainder of this page is left intentionally blank)

The parties, through their authorized agents, have executed this Work Order on the dates set out below.

By: **INFINITE CAMPUS**

Brian Page

853928164737430...

Signature

Date: 9/16/2021

Brian Page, Chief Financial Officer

brian.page@infinitecampus.com

By: **OFFICE OF PUBLIC INSTRUCTION**

Michael Sweeney

74A821C01348497...

Michael Sweeney, Chief Data Officer

Date: 9/16/2021

Invoices

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Agency Resources

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Nathan Zito as a person and/or any company owned (wholly or partially) by Nathan Zito	Billings, MT 59106	Indefinite

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- ☐ Any Words 
- ☐ All Words 
- ☒ Exact Phrase 

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INFINITE CAMPUS INC 

Unique Entity ID	CAGE Code	Physical Address
PKUY77L8WLH5	4BX77	4321 105TH AVE NE, MINNEAPOLIS, MN 55449 USA

Sort by

Date Modified/Updated 

Entity 

Expiration Date
Feb 29, 2024

Purpose of Registration
All Awards

 1 of 1  Results per page: 25 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2023

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

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

PRODUCER WA Group 174 Center Street P. O. Box 919 Winona MN 55987-0919	CONTACT NAME: Chris Petersen PHONE (A/C, No, Ext): (507) 452-3366 E-MAIL ADDRESS: cpetersen@waivebig.com FAX (A/C, No): (507) 452-2597
INSURED Infinite Campus, Inc. 4321 109th Avenue NE Blaine MN 55449	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Co INSURER B: Transportation Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 35289 20494

COVERAGES**CERTIFICATE NUMBER:** 22-23 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7015191001	07/30/2022	07/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7015191015	07/30/2022	07/30/2023	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7015191029	07/30/2022	07/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	7015190995	07/30/2022	07/30/2023	<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
B	Workers Comp - CA Exposure			7015190981	07/30/2022	07/30/2023	E.L. Each Accident 1,000,000 E.L. Disease - EA Employ 1,000,000 E.L. Disease - Policy Limit 1,000,000

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

Certificate holder is recognized as additional insured as it relates to general liability regarding operations of the named insured and in accordance with the terms and conditions of the policy CNA74872XX (1-15).

CERTIFICATE HOLDER**CANCELLATION**

State of Montana 125 N. Roberts St. Helena MT 59601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Technology General Liability Extension Endorsement**

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

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

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

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

(2) was executed prior to:

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

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

for which such additional insured seeks coverage.

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

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

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

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

A. Controlling Interest

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

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

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

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

B. Co-owner of Insured Premises

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

C. Grantor of Franchise

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

D. Lessor of Equipment

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

Technology General Liability Extension Endorsement

E. Lessor of Land

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

F. Lessor of Premises

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

G. Mortgagee, Assignee or Receiver

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

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

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

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

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

The coverage granted by this paragraph does not apply to:

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

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

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

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

J. Vendor

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

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

Technology General Liability Extension Endorsement

3. This Paragraph J. also does not apply:

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

K. Other Person Or Organization / Your Work

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

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

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

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

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

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

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

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

3. BODILY INJURY – EXPANDED DEFINITION

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

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

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

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

A. BROAD KNOWLEDGE OF OCCURRENCE



Technology General Liability Extension Endorsement

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

B. NOTICE OF OCCURRENCE

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

5. BROAD NAMED INSURED

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

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

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

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

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

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

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

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



Technology General Liability Extension Endorsement

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

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

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

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

This insurance does not apply to:

Expected or Intended Injury

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

8. IN REM ACTIONS

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

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

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

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

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

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

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

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

i. add the following to the **Employers Liability** exclusion:

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

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

This insurance does not apply to:



Technology General Liability Extension Endorsement**Contractual Liability**

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

- iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

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

Dishonesty or Crime

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

Medicare/Medicaid Fraud

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

Services Excluded by Endorsement

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

C. DEFINITIONS is amended to:

- i. add the following definitions:

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

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

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

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

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

Technology General Liability Extension Endorsement

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

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

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

- a. add the following:

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

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

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

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

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

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

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

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

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

- c. add the following:

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

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

Other Insurance

b. Excess Insurance

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

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

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

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

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

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



Technology General Liability Extension Endorsement

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

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

11. LEGAL LIABILITY – DAMAGE TO PREMISES

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

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

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

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

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

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

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

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

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

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

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

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

Technology General Liability Extension Endorsement

12. MEDICAL PAYMENTS

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

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

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

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

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

13. NON-OWNED AIRCRAFT

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

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

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

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

14. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

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

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

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

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

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

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

This insurance does not apply to:

Technology General Liability Extension Endorsement**Knowing Violation of Rights of Another**

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

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

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

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

Premises Related Discrimination

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

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

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

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

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

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

This insurance does not apply to:

Contractual Liability

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

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

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

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

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

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

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

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

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

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

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

17. PROPERTY DAMAGE – ELEVATORS

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

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

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

18. SUPPLEMENTARY PAYMENTS

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

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

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

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





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

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

21. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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