



**1st ADDENDUM TO CONTRACT  
BY AND BETWEEN THE  
COUNTY OF MARIN AND ThirdWave Corporation**

THIS ADDENDUM is made and entered into on the 17th day of December, 2024, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and ThirdWave Corporation, (hereinafter referred to as ("Contractor")).

RECITALS

WHEREAS, the County and the Contractor entered into a contract for identifying Department of Finance and Assessor-Recorder-County Clerk's high-level business processes, procedures, and system requirements dated February 6, 2024 ("Contract"); and

WHEREAS, Schedule of the contract obligated Contractor to document the business processes, procedures and system requirements by December 31, 2024; and

WHEREAS, the parties desire to amend the contract to extend the termination date of the contract to December 31, 2025;

NOW, THEREFORE, the parties agree to modify the schedule of the contract as set forth below.

CONTRACT

1. Except as otherwise provided herein, all terms and conditions of the contract shall remain in full force and effect.

2.  Updated Certificate of Insurance(s) attached hereto.

3. Contract termination is/are hereby amended as follows: December 31, 2025

IN WITNESS WHEREOF, the parties hereto have executed this 1st Addendum on the day first written above.

CONTRACTOR

COUNTY OF MARIN

By: <sup>Signed by:</sup> Sergio Hernandez  
866A4C2AA7D54B3...  
Executive Vice President

\_\_\_\_\_

**COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)**

\_\_\_\_\_  
County Counsel

### EXHIBIT D

## DEBARMENT CERTIFICATION FOR CONTRACTORS



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**THIRDWAVE CORPORATION** ID Assigned

Unique Entity ID HG5701LGQ2B5	Physical Address 12100 WILSHIRE BLVD, STE 800, LOS ANGELES, CA 90025 USA
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Sort by  
Date Modified/Updated

Entity  
Assigned Date  
Aug 17, 2023

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2023

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 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 NICKERSON INSURANCE SERVICES LIC #0491589 2106 West Lomita Blvd. Lomita CA 90717	CONTACT NAME: Resina Castaneda PHONE (A/C, No, Ext): (310) 326-6333 FAX (A/C, No): (310) 326-5416 E-MAIL ADDRESS: resina@nickersonins.com														
INSURED Thirdwave Corporation 12100 W Olympic Blvd #800 Los Angeles CA 90025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: Travelers Casualty Insurance Company of</td> <td>19046</td> </tr> <tr> <td>INSURER C: Underwriters at Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER D: Topa Insurance</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B: Travelers Casualty Insurance Company of	19046	INSURER C: Underwriters at Lloyds of London		INSURER D: Topa Insurance		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES** CERTIFICATE NUMBER: 23-24 GL/Auto/UMB/E&O 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:			PHBX20001487	10/24/2023	10/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			BA1N490358	3/5/2023	3/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB881018	10/24/2023	10/24/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	E&O Claims Made Retro 9-2-97			ESM0339770801	9/25/2023	9/25/2024	Limit of Liability \$2,000,000 Ded \$2,500
D	Auto Excess Liability			XL0020323503	3/5/2023	3/25/2024	Each Occurrence \$1,000,000 Agg \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 County of Marin is hereby included as an additional insured on the liability with respects to claims arising from the insureds covered operations 30 days notice of cancellation subject to 10 days notice for non payment of premium.

**CERTIFICATE HOLDER**

**CANCELLATION**

chandra.gopisetty@marincounty  County of Marin Department of Information Services and Technology 1600 Los Gamos Drive Suite 370 San Rafael, CA 94903	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  Sarah Kelly/DMP <span style="float: right;"><i>Sarah Kelly</i></span>
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Thirdwave Corporation  
PHBX20001487  
10/24/2023 - 10/24/2024

PI-BP-001 (9/05)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESSOWNERS POLICY-ELITE ENHANCEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

**Part 1: Property Coverage Enhancements:**

The following amendments are a part of the BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM:

**1. Increased Glass Limits**

Section A. Coverage, item 4.b. is replaced by:

- b. With respect to glass (other than glass building blocks) that is part of the interior of a building or structure, or part of an outdoor sign, we will not pay more than \$3,000 for the total of all loss or damage in any one occurrence.  
This Limitation does not apply to loss or damage by the "specified causes of loss", except vandalism.

**2. Increased Fire Department Service Charge**

Section A. Coverage, item 5.c. is replaced by:

- c. **Fire Department Service Charge**  
When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$3,000 for your liability for fire department service charges:
  - (1) Assumed by contract or agreement prior to loss; or
  - (2) Required by local ordinance.

**3. Reduced Waiting Period and Longer Duration for Civil Authority Coverage**

Section A. Coverage, item 5.i. is replaced by:

- i. **Civil Authority**  
We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.  
The coverage for Business Income will begin 48 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for necessary Extra Expense will begin immediately after the time of that action and ends:

- (1) 5 consecutive weeks after the time of that action; or
- (2) When your Business Income coverage ends; whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance.

#### 4. Broadened Personal Property Coverage

Section A. Coverage, item 1.b., the first paragraph is replaced by:

- b. Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,250 feet of the described premises, including:

#### 5. Increased limits for Personal Property Off Premises

Section A. Coverage, item 6.b. is replaced by:

**b. Personal Property Off Premises**

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or temporarily at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

#### 6. Increased limits for Outdoor Property

Section A. Coverage, item 6.c. is replaced by:

**c. Outdoor Property**

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$5,000, but not more than \$1,000 for any one tree, shrub or plant.

#### 7. Fire Extinguisher Recharge

Section A. Coverage, item 6. Coverage Extensions will also include:

You may extend the insurance provided by this coverage form to cover expenses you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

The most we will pay for loss or damage under this extension is \$3,000.

No deductible shall apply to this coverage.

**8. Business Income Enhancement**

Section A. Coverage, item 5. Additional Coverages, section f. Business Income is amended as follows:

The reference to "60 days" as the limitation on payroll expenses is replaced by "365 days."

**9. Lock Replacement**

Section A. Coverage, item 6. Coverage Extensions will also include:

You may extend the insurance provided by this coverage form to cover necessary expense to repair to replace exterior or interior door locks of a covered building:

- a) If your door keys are stolen in a covered theft loss; or
- b) When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension of \$250 for any one occurrence.

**10. Removal of Sewer Backup Exclusion**

Section B. Exclusions, item g(3) is amended to include:

Backups of sewers will not be excluded, but the most we will pay for such losses is \$500 in the policy period.

**Part 2: Liability Coverage Enhancements:**

The following amendments are a part of the BUSINESSOWNERS LIABILITY COVERAGE FORM:

**1. Medical Payments**

If Medical Payments Coverage (Coverage A.2.) is not otherwise excluded from this Coverage Part: The Medical Expense Limit is changed subject to all the terms of Limits Of Insurance (Section D) to the greater of:

- a. \$10,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

**2. Supplementary Payments**

In the Supplementary Payments – (Coverage A.1.d.):

- 1. The limit for the cost of bail bonds (item (2)) is changed from \$250 to \$500; and
- 2. The limit for loss of earnings (item (4)) is changed from \$250 a day to \$500 a day.

**3. Blanket Additional Insureds**

Who is An Insured (Section C) is amended to include the following, but only for liability arising out of the negligence of the Named Insured:

Each of the following is also an Insured:

- a. any Contractor, including contracting governmental entities, who hires you as their subcontractor;
- b. any person or organization who has an ownership interest in you;
- c. any lessor of leased equipment, who rents equipment to you, but only with respect to liability arising out of the maintenance, operation, or use by you, provided however that this

- item c. will not apply to (1) any occurrence which takes place after the equipment lease expires; nr (2) "Bodily Injury" or "Property Damage" arising out of the negligence of the lessor or contractor engaged to operate the leased equipment; and
- d. any owner, mortgagor, lessor, landlord, condominium association or manager of a premises leased by you, but only for "occurrences" that take place while you occupy the premises, provided however that this item d. will not apply to structural alterations, new construction, or demolition operations; and

With regard to parties applicable under items a. through d. above, the Insurer and the Named Insured agree to waive rights of recovery, as provided within the policy.

Nothing contained in this section C. shall serve to nullify matters excluded under section B. of the policy.

#### 4. Bodily Injury - Mental Anguish

The definition of "bodily injury" is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

#### 5. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### 6. Employee Indemnification Defense Coverage

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A.1.d.**, the following is added:

- (8) We will pay on your behalf defense costs incurred by an "employee" in a criminal proceeding, provided, however that you must have a prior written agreement with such "employee" whereby you agree to indemnify the "employee" for such defense costs, and the agreement includes a provision for repayment of defense costs in the event of an adverse judgment. The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$2,500 regardless of the number of employees, claims or "suits" brought or persons or organizations making claims or bringing "suits."

#### 7. Amendment of Aggregate Limit

**SECTION D.4. – Aggregate Limits**, item B is replaced by:

- b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is three times the Liability and Medical Expenses limit. This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire or explosion.

#### 8. Amendment to Watercraft Exclusion

Part B- Exclusions, item g.(2)(a) is amended by the following:

The phrase "less than 26 feet" is replaced by "less than 51 feet."

**Part 3: Amendment of Conditions:**

1. Other provisions of the policy notwithstanding, this policy will be primary for all losses covered herein, and the existence of other insurance will not serve to reduce our obligation.
2. You will have the right to waive our rights of recovery prior to a loss with respect to any party. This must be done in writing to affect our rights.



ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION  
BLANKET BASIS

1269831-23  
RENEWAL  
SC  
1-79-09-55  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2023 AT 12.01 A.M.  
AND EXPIRING OCTOBER 1, 2024 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

THIRDWAVE CORPORATION  
12100 WILSHIRE BLVD STE 800  
LOS ANGELES, CA 90025

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND  
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY  
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

OCTOBER 3, 2023

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2572



P.O. BOX 8192, PLEASANTON, CA 94588

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 01-22-2024

GROUP:  
POLICY NUMBER: 1269831-2023  
CERTIFICATE ID: 140  
CERTIFICATE EXPIRES: 10-01-2024  
10-01-2023/10-01-2024  
THIS CERTIFICATE SUPERSEDES AND CORRECTS  
CERTIFICATE # 139 DATED 12-19-2023

COUNTY OF MARIN  
1600 LOS GAMOS DR  
SAN RAFAEL CA 94903-1806

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2024-01-22 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: COUNTY OF MARIN

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2023 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2572 ENTITLED BLANKET WAIVER OF SUBROGATION EFFECTIVE 2023-10-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY

EMPLOYER

THIRDWAVE CORPORATION  
12100 WILSHIRE BLVD STE 800  
LOS ANGELES CA 90025

SC

[VAZ,CN]

POLICY NUMBER: PHBX20001487-03

BUSINESSOWNERS  
BP 12 01 08 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESSOWNERS POLICY CHANGES

This endorsement modifies insurance provided under the following:

<b>POLICY NUMBER</b> PHBX20001487-03		<b>POLICY CHANGES EFFECTIVE</b> 01/29/2024		<b>COMPANY</b> Philadelphia Indemnity Insurance Company	
<b>NAMED INSURED</b> Thirdwave Corporation				<b>AUTHORIZED REPRESENTATIVE</b> John W. Glomb, Jr.	
<b>CHANGES</b>					
The following Additional Insured is added: County of Marin Department of Information Services and Technology 1600 Los Gamos Drive Suite 370 San Rafael, CA 94903					
<b>POLICY AMOUNT AND PREMIUM ADJUSTMENT</b>					
	<b>Limits Of Insurance</b>		<b>Premiums</b>		
<b>Coverage Description</b>	<b>Previous Limit Of Insurance</b>	<b>New Limit Of Insurance</b>	<b>Previous Premium</b>	<b>New Premium</b>	<input type="checkbox"/> <b>Add'l Premium</b>
	\$	\$	\$	\$	<input type="checkbox"/> <b>Return Premium</b>

<b>OPTIONAL COVERAGES</b>		
The following optional coverages are added under this policy when designated by an "X" in the box(es) shown below.		<b>Add'l Premium</b>
		<b>Return Premium</b>
	<b>Limits Of Insurance</b>	
<b>Outdoor Signs</b>	\$ 10,000	\$
<input type="checkbox"/> <b>Burglary and Robbery</b> (Named Peril Endorsement only) or <input checked="" type="checkbox"/> <b>Money and Securities</b>	\$ 5,000 <b>Inside the Premises</b>	\$
	\$ 5,000 <b>Outside the Premises</b>	\$
<input checked="" type="checkbox"/> <b>Employee Dishonesty</b>	\$ 5,000 <b>each occurrence</b>	\$
<input type="checkbox"/> <b>Equipment Breakdown</b>	\$	\$

<b>TOTAL PREMIUM ADJUSTMENTS</b>	
<b>PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE</b>	
<b>ADDITIONAL</b>	<b>RETURN</b>
\$	\$
<b>REMOVAL PERMIT</b>	If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

\_\_\_\_\_  
**Authorized Representative Signature**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM INFORMATION SECURITY PROTECTION ENDORSEMENT**

**A. Section I – Property** is amended as follows:

1. With respect to an "open policy", the following is added to any provision which uses the term actual cash value:
  - a. In the event of a partial or total loss to a building or structure, actual cash value is calculated as **a.(1)** or **a.(2)**, whichever is less:
    - (1) The amount it would cost to repair, rebuild or replace the property less a fair and reasonable deduction for physical depreciation of the components of the building or structure that are normally subject to repair or replacement during its useful life. Physical depreciation is based upon the condition of the property at the time of loss; or
    - (2) The Limit of Insurance applicable to the property.
  - b. In the event of a partial or total loss to Covered Property other than a building or structure, actual cash value is calculated as **b.(1)** or **b.(2)**, whichever is less:
    - (1) The amount it would cost to repair or replace the property less a fair and reasonable deduction for physical depreciation, based on the condition of the property at the time of loss; or
    - (2) The Limit of Insurance applicable to the property.
  - c. An "open policy" is a policy under which the value of Covered Property is not fixed at policy inception, but is determined at the time of loss in accordance with policy provisions on valuation.
2. Paragraph **E.2. Appraisal Property Loss Conditions** is replaced by the following:
  2. **Appraisal**

If we and you disagree on the value of the property or the actual cash value or the amount of loss, either may make written request for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. However, in the event of a government-declared disaster, as defined in the Government Code, appraisal may be requested by either you or us but shall not be compelled. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and actual cash value and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of actual cash value and loss and will be binding. Each party will:

    - a. Pay its chosen appraiser; and
    - b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.
3. Paragraph **E.5.d.(1)(c)** of the **Loss Payment Property Loss Conditions** is deleted.

4. Paragraphs **E.5.d.(1)(d)** and **E.5.d.(5)** of the **Loss Payment Property Loss Conditions** are replaced as follows:

- (d) We will not pay on a replacement cost basis for any loss or damage until the lost or damaged property is actually repaired or replaced. Prior to such repair or replacement, we will pay the actual cash value of the lost or damaged property as described in Paragraph **A.1.** of this Endorsement. If the actual cash value does not exhaust the applicable Limit of Insurance, we will then pay the difference between the actual cash value and the replacement cost, provided that the repair or replacement is completed:
- (i) Within 12 months after we pay the actual cash value; or
  - (ii) Within 36 months after we pay the actual cash value if the loss or damage relates to a state of emergency under California Law.

The following provision applies to real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit:

If you, acting in good faith and with reasonable diligence, encounter a delay or delays in approval for, or reconstruction of, the residence that are beyond your control, we shall provide one or more additional extensions of six months for good cause. Circumstances beyond your control include, but are not limited to:

- (i) Unavoidable construction permit delays;
- (ii) The lack of necessary construction materials; or
- (iii) The unavailability of contractors to perform the necessary work.

Nothing in this Paragraph (d) constitutes a waiver of our right to deny the claim for any valid reason or to restrict payment in cases of suspected fraud.

(5) Tenants' improvements and betterments at:

- (a) Replacement cost in accordance with the terms set forth in Paragraph (d) above.
  - (b) A proportion of your original cost if the property is not repaired or replaced. We will determine the proportionate value as follows:
    - (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.
- If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (c) Nothing if others pay for repairs or replacement.

**B. Section III – Common Policy Conditions** is amended as follows:

1. Paragraphs **A.2.** and **A.3. Cancellation** are replaced by the following:

**2. All Policies In Effect For 60 Days Or Less**

If this Policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this Policy by mailing or delivering to the first Named Insured at the mailing address shown in the Policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
  - (1) Nonpayment of premium; or
  - (2) Discovery of fraud by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this Policy.

- b. 30 days before the effective date of cancellation if we cancel for any other reason.

**3. All Policies In Effect For More Than 60 Days**

- a. If this Policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this Policy only upon the occurrence, after the effective date of the Policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
  - (a) Any insured or his or her representative in obtaining this insurance; or
  - (b) You or your representative in pursuing a claim under this Policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
  - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

- (b) Continuation of the policy coverage would:

- (i) Place us in violation of California Law or the laws of the state where we are domiciled; or
- (ii) Threaten our solvency.

- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the Policy.

- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the Policy, and to the producer of record, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

- 2. The following provision is added to Paragraph A. Cancellation:

**7. Residential Property**

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit. If such coverage has been in effect for 60 days or less and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except that we may not cancel this Policy solely because:

- a. Corrosive soil conditions exist on the premises; or
- b. The first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this Policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this Policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- a. When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- b. If willful or grossly negligent acts or omissions by the named insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- c. If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

3. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following with respect to loss or damage caused by fire:

We do not provide coverage to the insured who, whether before or after a loss, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

- a. This Policy;
- b. The Covered Property;
- c. That insured's interest in the Covered Property; or
- d. A claim under this Policy.

4. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following with respect to loss or damage caused by a Covered Cause of Loss other than fire:

This Policy is void if any insured, whether before or after a loss, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

- a. This Policy;
- b. The Covered Property;
- c. An insured's interest in the Covered Property; or
- d. A claim under this Policy.

5. Paragraph **H.1. Other Insurance** is replaced by the following (with respect to coverage provided under Section I – Property):

If there is other insurance covering the same loss or damage, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance bears to the Limits of Insurance of all insurance covering on the same basis.

We will not pay more than the applicable Limit of Insurance of Section I – Property.

6. The following paragraph is added and supersedes any provisions to the contrary:

**M. Nonrenewal**

- 1. Subject to the provisions of Paragraphs 2. and 3. below, if we elect not to renew this Policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the Policy.

**2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit.



If this Policy provides coverage as described in the preceding paragraph, and we elect not to renew this Policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at the mailing address shown in the Policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date.

If we fail to give the first Named Insured shown in the Declarations notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this Policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the named insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.

We may elect not to renew such coverage for any reason, except that we will not refuse to renew such coverage solely because:

- a. The first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this Policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- b. The first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.
- c. Corrosive soil conditions exist on the premises.

If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this Policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

- a. If willful or grossly negligent acts or omissions by the named insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
  - b. If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
  - c. If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
  - b. If the Policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph 1.
  - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the Policy, to obtain that coverage.
  - d. If the Policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
  - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the Policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph 1., to renew the Policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.
- C. The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:
1. Paragraph (2) of Insuring Agreement d. **Security Breach Liability** is replaced by the following:
    - (2) We will pay for "defense expenses" as a result of a "claim" in the form of a "regulatory proceeding" first made against the insured during the "policy period" or during the applicable Extended Reporting Period, in response to a "wrongful act" or a series of "interrelated wrongful acts" covered under Paragraph d.(1).
  2. Paragraph d. of the definition of "loss" in Paragraph V. is replaced by the following:
    - d. With respect to Insuring Agreements d. **Security Breach Liability** and g. **Web Site Publishing Liability**:  
Compensatory damages, settlement amounts and costs awarded pursuant to judgments or settlements.  
"Loss" does not include:
      - (1) Civil or criminal fines or penalties imposed by law;
      - (2) Punitive or exemplary damages;
      - (3) The multiplied portion of multiplied damages;
      - (4) Taxes;
      - (5) Royalties;
      - (6) The amount of any disgorged profits; or
      - (7) Matters that are uninsurable pursuant to law.

POLICY NUMBER: PHBX20001487

BUSINESSOWNERS  
BP 04 48 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

<b>Name Of Person(s) Or Organization(s):</b>
County of Marin Department of Information Services and Technology 1600 Los Gamos Drive Suite 370 San Rafael, CA 94903
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

- A. The following is added to Paragraph **C. Who Is An Insured:**
3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, 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 in the performance of your ongoing operations or in connection with your premises owned by or rented to you.  
However:
    - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
    - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**  
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.  
This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/4/2024

**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> NICKERSON INSURANCE SERVICES LIC #0491589 2106 West Lomita Blvd. Lomita CA 90717	<b>CONTACT NAME:</b> Resina Castaneda <b>PHONE (A/C, No, Ext):</b> (310) 326-6333 <b>FAX (A/C, No):</b> (310) 326-5416 <b>E-MAIL ADDRESS:</b> resina@nickersonins.com INSURER(S) AFFORDING COVERAGE: _____      NAIC #: _____ INSURER A: Philadelphia Indemnity Ins Co      18058 INSURER B: Travelers Casualty Insurance Company of      19046 INSURER C: Underwriters at Lloyds of London INSURER D: State Compensation Insurance Fund INSURER E: _____ INSURER F: _____
<b>INSURED</b> Thirdwave Corporation 12100 W Olympic Blvd #800 Los Angeles CA 90025	

**COVERAGES      CERTIFICATE NUMBER: 24-25 GL/Auto/UMB/E&O      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: _____			PHBX20001487	10/24/2024	10/24/2025	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000					
		MED EXP (Any one person) \$ 10,000					
		PERSONAL & ADV INJURY \$ 1,000,000					
		GENERAL AGGREGATE \$ 3,000,000					
		PRODUCTS - COMP/OP AGG \$ 2,000,000					
		\$					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA1N490358	3/5/2024	3/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$					
		BODILY INJURY (Per accident) \$					
		PROPERTY DAMAGE (Per accident) \$					
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB881018009	10/24/2024	10/24/2025	EACH OCCURRENCE \$ 2,000,000
		AGGREGATE \$ 2,000,000					
		\$					
D	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	126983124	10/01/2024	10/01/2025	<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	E&O Claims Made Retro 9-2-97			ESN0440089331	9/25/2024	9/25/2025	Limit of Liability \$2,000,000      Ded \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 County of Marin is hereby included as an additional insured on the liability with respects to claims arising from the insureds covered operations 30 days notice of cancellation subject to 10 days notice for non payment of premium.

<b>CERTIFICATE HOLDER</b> chandra.gopisetty@marincounty  County of Marin Department of Information Services and Technology 1600 Los Gamos Drive Suite 370 San Rafael, CA 94903	<b>CANCELLATION</b> 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 Sarah Kelly/DMP <i>Sarah Kelly</i>
--	--

Thirdwave Corporation

PHBX20001487

10/24/2024 - 10/24/2025

PI-BP-001 (9/05)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESSOWNERS POLICY-ELITE ENHANCEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

**Part 1: Property Coverage Enhancements:**

The following amendments are a part of the BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM:

**1. Increased Glass Limits**

Section A. Coverage, item 4.b. is replaced by:

- b.** With respect to glass (other than glass building blocks) that is part of the interior of a building or structure, or part of an outdoor sign, we will not pay more than \$3,000 for the total of all loss or damage in any one occurrence.  
This Limitation does not apply to loss or damage by the "specified causes of loss", except vandalism.

**2. Increased Fire Department Service Charge**

Section A. Coverage, item 5.c. is replaced by:

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$3,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

**3. Reduced Waiting Period and Longer Duration for Civil Authority Coverage**

Section A. Coverage, item 5.i. is replaced by:

**i. Civil Authority**

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 48 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for necessary Extra Expense will begin immediately after the time of that action and ends:

- (1) 5 consecutive weeks after the time of that action; or
- (2) When your Business Income coverage ends; whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance.

#### 4. Broadened Personal Property Coverage

Section A. Coverage, item 1.b., the first paragraph is replaced by:

- b. Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,250 feet of the described premises, including:

#### 5. Increased limits for Personal Property Off Premises

Section A. Coverage, item 6.b. is replaced by:

##### b. Personal Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or temporarily at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

#### 6. Increased limits for Outdoor Property

Section A. Coverage, item 6.c. is replaced by:

##### c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$5,000, but not more than \$1,000 for any one tree, shrub or plant.

#### 7. Fire Extinguisher Recharge

Section A. Coverage, item 6. Coverage Extensions will also include:

You may extend the insurance provided by this coverage form to cover expenses you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

The most we will pay for loss or damage under this extension is \$3,000.

No deductible shall apply to this coverage.

#### **8. Business Income Enhancement**

Section A. Coverage, item 5. Additional Coverages, section f. Business Income is amended as follows:

The reference to "60 days" as the limitation on payroll expenses is replaced by "365 days."

#### **9. Lock Replacement**

Section A. Coverage, item 6. Coverage Extensions will also include:

You may extend the insurance provided by this coverage form to cover necessary expense to repair or replace exterior or interior door locks of a covered building:

- a) If your door keys are stolen in a covered theft loss; or
- b) When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension of \$250 for any one occurrence.

#### **10. Removal of Sewer Backup Exclusion**

Section B. Exclusions, item g(3) is amended to include:

Backups of sewers will not be excluded, but the most we will pay for such losses is \$500 in the policy period.

### **Part 2: Liability Coverage Enhancements:**

The following amendments are a part of the BUSINESSOWNERS LIABILITY COVERAGE FORM:

#### **1. Medical Payments**

If Medical Payments Coverage (Coverage A.2.) is not otherwise excluded from this Coverage Part: The Medical Expense Limit is changed subject to all the terms of Limits Of Insurance (Section D) to the greater of:

- a. \$10,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

#### **2. Supplementary Payments**

In the Supplementary Payments – (Coverage A.1.d.):

1. The limit for the cost of bail bonds (item (2)) is changed from \$250 to \$500; and
2. The limit for loss of earnings (item (4)) is changed from \$250 a day to \$500 a day.

#### **3. Blanket Additional Insureds**

Who is An Insured (Section C) is amended to include the following, but only for liability arising out of the negligence of the Named Insured:

Each of the following is also an Insured:

- a. any Contractor, including contracting governmental entities, who hires you as their subcontractor;
- b. any person or organization who has an ownership interest in you;
- c. any lessor of leased equipment, who rents equipment to you, but only with respect to liability arising out of the maintenance, operation, or use by you, provided however that this

- item c. will not apply to (1) any occurrence which takes place after the equipment lease expires; nr (2) "Bodily Injury" or "Property Damage" arising out of the negligence of the lessor or contractor engaged to operate the leased equipment; and
- d. any owner, mortgagor, lessor, landlord, condominium association or manager of a premises leased by you, but only for "occurrences" that take place while you occupy the premises, provided however that this item d. will not apply to structural alterations, new construction, or demolition operations; and

With regard to parties applicable under items a. through d. above, the Insurer and the Named Insured agree to waive rights of recovery, as provided within the policy.

Nothing contained in this section C. shall serve to nullify matters excluded under section B. of the policy.

#### **4. Bodily Injury - Mental Anguish**

The definition of "bodily injury" is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

#### **5. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### **6. Employee Indemnification Defense Coverage**

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A.1.d.**, the following is added:

- (8) We will pay on your behalf defense costs incurred by an "employee" in a criminal proceeding, provided, however that you must have a prior written agreement with such "employee" whereby you agree to indemnify the "employee" for such defense costs, and the agreement includes a provision for repayment of defense costs in the event of an adverse judgment. The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$2,500 regardless of the number of employees, claims or "suits" brought or persons or organizations making claims or bringing "suits."

#### **7. Amendment of Aggregate Limit**

**SECTION D.4. – Aggregate Limits**, item B is replaced by:

- b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is three times the Liability and Medical Expenses limit. This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire or explosion.

#### **8. Amendment to Watercraft Exclusion**

Part B- Exclusions, item g.(2)(a) is amended by the following:

The phrase "less than 26 feet" is replaced by "less than 51 feet."



**Part 3: Amendment of Conditions:**

1. Other provisions of the policy notwithstanding, this policy will be primary for all losses covered herein, and the existence of other insurance will not serve to reduce our obligation.
2. You will have the right to waive our rights of recovery prior to a loss with respect to any party. This must be done in writing to affect our rights.

## ADDITIONAL COVERAGES

<b>Ref #</b>	<b>Description</b> XNUCL				<b>Coverage Code</b> XNUCL	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
<b>Ref #</b>	<b>Description</b> Total Pollution Exclusion				<b>Coverage Code</b> XPOLU	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		