



**X Insurance**  
Design Professional

# Policy

**Dammon Engineering, Inc.**

**Policy Number: DPR5016778**

**Effective Date: 09/06/2023**

**Broker: Alexander & Sanders Ins Agency  
a Div of BXS Insurance, Inc.**

# NOTICE TO POLICYHOLDERS

## FRAUD NOTICE

<b>Alabama</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
<b>Arkansas</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>California</b>	For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
<b>Colorado</b>	<b>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
<b>Florida</b>	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
<b>Kansas</b>	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
<b>Louisiana</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Maine</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## NOTICE TO POLICYHOLDERS

<b>New Mexico</b>	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
<b>New York</b>	<p><b>General: All applications for commercial insurance, other than automobile insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p><b>All applications for automobile insurance and all claim forms:</b> Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p><b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<b>Ohio</b>	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
<b>Oklahoma</b>	<p><b>WARNING:</b> Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p> <p><b>WARNING: All Workers Compensation Insurance:</b> Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:</p> <ol style="list-style-type: none"> <li>1. obtaining any benefit or payment,</li> <li>2. increasing any claim for benefit or payment, or</li> <li>3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.</li> </ol>

## NOTICE TO POLICYHOLDERS

<b>Pennsylvania</b>	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
<b>Puerto Rico</b>	<p><b>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</b></p>
<b>Rhode Island</b>	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
<b>Tennessee</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p><b>Workers' Compensation:</b> It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Utah</b>	<p><b>Workers' Compensation:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.</p>
<b>Virginia</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Washington</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>West Virginia</b>	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
<b>All Other States</b>	<p>Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).</p>

# NOTICE TO POLICYHOLDERS

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## PRIVACY POLICY

The AXA XL insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

### **Our Privacy Promise**

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

### **Collection and Sources of Information**

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

# NOTICE TO POLICYHOLDERS

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

## Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

## Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

## Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

## Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

# NOTICE TO POLICYHOLDERS

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## Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

## Violation of the Privacy Policy

**Any person violating the Privacy Policy will be subject to discipline, up to and including termination.**

**For more information or to address questions regarding this privacy statement, please contact your broker.**

# NOTICE TO POLICYHOLDERS

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## PRODUCER COMPENSATION NOTICE

Dear Policyholder:

On the declaration page of your insurance policy you will find important information about your insurance coverage, including the policy premium. AXA XL believes that it is important for policyholders to know that the insurance premium you pay for this policy includes not only the cost for the insurance provided by AXA XL but it may also include the compensation we may pay to the insurance producer who has arranged for the placement of your insurance with AXA XL.

We at AXA XL are committed to full transparency concerning the amount of premium allocated to insurance producer compensation. In the event that you have a question about the amount of compensation paid to the insurance producer for your insurance policy, we encourage you to contact your insurance producer.

Thank you for insuring with AXA XL.



## NOTICE TO POLICYHOLDERS

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### **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions<sup>1</sup>. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

<sup>1</sup> "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

# NOTICE TO POLICYHOLDERS

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## LOUISIANA

### DEFENSE EXPENSES WITHIN LIMIT OF LIABILITY

Defense expenses shall be part of and not in addition to the applicable limits of liability stated in the Declarations. Payment of defense expenses shall reduce and may exhaust the applicable limits of liability stated in the Declarations to the full amount of those limits less one dollar. In the event the limit of liability of this policy is completely exhausted by defense costs, the Insurer is not liable for further defense expenses or for the amount of any judgment or settlement.



**Regulatory Office**

Dept: Regulatory  
505 Eagleview Blvd., Suite 100  
Exton, PA 19341-1120  
Telephone: (800) 688-1840

**Insurance Company Providing Coverage: XL Specialty Insurance Company**

**Professional, Environmental And Network Security Liability Policy –  
Architects, Consultants And Engineers Declarations**

**THIS IS A “CLAIMS-MADE AND REPORTED” POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING A POLICY YEAR AND REPORTED TO THE COMPANY, IN WRITING, DURING THAT POLICY YEAR OR AUTOMATIC EXTENDED REPORTING PERIOD.**

**CERTAIN STATES MANDATE SPECIFIC WARNINGS, EXCEPTIONS OR CONDITIONS MODIFYING THE TERMS AND CONDITIONS OF THIS POLICY. PLEASE READ THIS POLICY CAREFULLY, INCLUDING THE DECLARATIONS AND ALL ENDORSEMENTS.**

**THIS POLICY CONTAINS PROVISIONS THAT LIMIT THE AMOUNT OF CLAIM EXPENSES THE COMPANY IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY APPLICABLE DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 3. OF THE DECLARATIONS.**

Policy Number: DPR5016778  
Renewal of: DPR5002064

**1: NAMED INSURED:** Dammon Engineering, Inc.  
Physical Address: 554 Old Spanish Trail  
City, State Zip Code: Slidell, LA 70458

Mailing Address: 554 Old Spanish Trail  
City, State Zip Code: Slidell, LA 70458

**Contact Information:**

Prefix: Mr.  
First Name: David  
Middle Initial: \_\_\_\_\_  
Last Name: Dammon  
Phone: 985-649-5832 Email: david@dammonengineering.com

**2: POLICY PERIOD:**

Effective Date: 09/06/2023 Expiration Date: 09/06/2024  
12:01 A.M. standard time at your mailing address shown in Item 1 above.

**3: Limit of Liability (Inclusive of CLAIM EXPENSES):**

**3a.** \$1,000,000 each CLAIM  
**3b.** \$2,000,000 each POLICY YEAR Aggregate

**4: Deductible (Inclusive of CLAIM EXPENSES):**

**4a.** \$5,000 each CLAIM  
**4b.** N/A each POLICY YEAR Aggregate

**5: Policy Premium:**

Standard Gross Premium:		<u>\$17,929</u>
Optional Endorsement Premium(s):		
Dollar One Defense	# <u>LDD411_1116</u>	<u>\$827</u>
Education Program Credit	# <u>LDD416_1116</u>	<u>(\$1,793)</u>
Cyber Suite for Design Professionals	# <u>N/A</u>	<u>N/A</u>
Employment Practices Liability for Design Professionals	# <u>N/A</u>	<u>N/A</u>
Other	# <u>N/A</u>	<u>N/A</u>
Total Net Premium		<u>\$16,963</u>

**6: Retroactive Dates:** Coverage A: 09/15/1979  
Coverage B: 09/15/1979  
Coverage C: 09/15/1979

**7: Anniversary Date:** 09/06/2006

**8: Endorsements Attached to this Policy at Time of Issuance:**

PN CW 01 0123 Fraud Notice	LDD120 1116 Louisiana Amendatory Endorsement
PN CW 02 0119 Notice To Policyholders	LDD411-LA 1116 Dollar One Defense Coverage Endorsement
PN CW 03 0119 Notice To Policyholders	LDD416 1116 Professional Liability Education Program Credits
PN CW 05 0519 Notice To Policy Holders	LDD444 1116 Technology Services Coverage
PN LA 03 0821 Louisiana Defense Expenses Within Limit Of Liability	LDD602 0809 Excluded Entities
IL MP 9104 0915 XLS - In Witness Endorsement	LDD406 0317 Individual Notice of Cancellation
LDD050_1116 Professional, Environmental & Network Security Liability Policy	

Producer: Alexander & Sanders Insurance Agency Inc. Date Issued: 08/03/2023

Countersigned by: \_\_\_\_\_

Countersigned at: Baton Rouge, LA

\_\_\_\_\_  
(Authorized Representative)

**IN WITNESS**

**XL SPECIALTY INSURANCE COMPANY**

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-1120  
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



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Joseph Tocco  
President



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Toni Ann Perkins  
Secretary

**PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY  
POLICY –  
ARCHITECTS, CONSULTANTS AND ENGINEERS**

**THIS IS A “CLAIMS-MADE AND REPORTED” POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING A POLICY YEAR AND REPORTED TO THE COMPANY, IN WRITING, DURING THAT POLICY YEAR OR AUTOMATIC EXTENDED REPORTING PERIOD.**

**CERTAIN STATES MANDATE SPECIFIC WARNINGS, EXCEPTIONS OR CONDITIONS MODIFYING THE TERMS AND CONDITIONS OF THIS POLICY. PLEASE READ THIS POLICY CAREFULLY, INCLUDING THE DECLARATIONS AND ALL ENDORSEMENTS.**

**THIS POLICY CONTAINS PROVISIONS THAT LIMIT THE AMOUNT OF CLAIM EXPENSES THE COMPANY IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY APPLICABLE DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 3. OF THE DECLARATIONS.**

In consideration of the payment of the Policy Premium stated in Item 5. of the Declarations, and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted to the Company with respect to this Policy, and subject to all the terms and conditions of this Policy, the Company agrees with the NAMED INSURED as follows:

**I. INSURING AGREEMENTS**

**A. Professional Liability**

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) arises out of a WRONGFUL ACT;
2. Such WRONGFUL ACT was committed or alleged to have been committed on or after the applicable Retroactive Date(s) stated in Item 6. of the Declarations; and
3. Prior to the ANNIVERSARY DATE stated in Item 7. of the Declarations, none of the INSURED’S directors, officers, principals, partners or insurance managers knew or should have known that such WRONGFUL ACT might give rise to a CLAIM(S).

**B. Contractors Pollution Legal Liability**

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) is for POLLUTION CONDITIONS arising out of the performance of CONTRACTING SERVICES rendered by or on behalf of the INSURED;
2. The CONTRACTING SERVICES out of which the POLLUTION CONDITIONS arise were performed on or after to the applicable Retroactive Date(s) stated in Item 6. of the Declarations; and

3. Prior to the ANNIVERSARY DATE stated in Item 7. of the Declarations, none of the INSURED'S directors, officers, principals, partners or insurance managers knew or should have known that such POLLUTION CONDITIONS might give rise to a CLAIM(S).

### **C. Network Security Liability**

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) arises out of a NETWORK SECURITY COMPROMISE that either:
  - a. Causes a NETWORK BREACH; or
  - b. Prevents a third party that is authorized to do so from gaining access to a NETWORK;
2. The NETWORK SECURITY COMPROMISE was committed or alleged to have been committed on or after the Retroactive Date(s) stated in Item 6. of the Declarations; and
3. Prior to the ANNIVERSARY DATE stated in Item 7. of the Declarations, none of the INSURED'S directors, officers, principals, partners or insurance managers knew or should have known that such NETWORK SECURITY COMPROMISE might give rise to a CLAIM(S).

## **II. SUPPLEMENTARY PAYMENTS**

All payments made under this section are not subject to the Deductible and are in addition to the Policy Limits of Liability.

### **A. No Cost Loss Prevention Assistance**

If the INSURED reports a CIRCUMSTANCE during a POLICY YEAR in accordance with Section X. Notice, Paragraph C., any costs or expenses the Company incurs as a result of investigating or monitoring such CIRCUMSTANCE will be paid for by the Company until such time a CLAIM(S) arising out of the reported CIRCUMSTANCE is made against the INSURED. The decision to incur any costs or expenses to monitor or investigate a CIRCUMSTANCE shall be at the sole discretion of the Company.

### **B. Defendant Reimbursement**

The Company shall reimburse the INSURED, upon written request, for actual loss of earnings and reasonable expenses incurred for the INSURED'S attendance at any mediation or arbitration proceedings, hearings, depositions and trials relative to the defense of a CLAIM(S). The Company shall pay up to \$500 per day in the aggregate for all INSUREDS, subject to a maximum of \$25,000 for all CLAIMS made against INSUREDS and reported to the Company during each POLICY YEAR.

### **C. Crisis Event and Reputation Management Coverage**

With the Company's prior consent, the Company shall reimburse the NAMED INSURED for CRISIS EVENT EXPENSES paid in response to a CRISIS EVENT first occurring and reported to the Company during the POLICY YEAR, subject to a maximum of \$30,000 per POLICY YEAR regardless of the number of CRISIS EVENTS.

#### **D. Disciplinary, Regulatory or Administrative Expense Reimbursement**

The Company shall reimburse the INSURED, upon written request, for reasonable legal fees and expenses incurred by the INSURED in responding to any federal, state, or local disciplinary, regulatory or administrative action commenced directly against the INSURED and reported to the Company, in writing, during a POLICY YEAR, provided that the action arises out of a WRONGFUL ACT committed or alleged to have been committed on or after the Retroactive Date(s) stated in Item 6. of the Declarations. The maximum the Company will pay pursuant to this Supplementary Payment provision is \$50,000 for all such actions commenced against INSUREDS and reported to the Company during each POLICY YEAR. The Company will not pay any other amounts under this provision for such actions, including but not limited to DAMAGES, fines, taxes and penalties.

### **III. DEFINITIONS**

**A. ANNIVERSARY DATE** means the date upon which continuous coverage commenced under this or an equivalent architects and engineers errors and omissions policy between the NAMED INSURED and the Company.

**B. CIRCUMSTANCE** means an event or occurrence from which the INSURED reasonably expects that a CLAIM(S) could be made.

**C. CLAIM** means a demand received by the INSURED for money or services and that alleges one or more of the following:

1. A WRONGFUL ACT arising from the performance of PROFESSIONAL SERVICES;
2. POLLUTION CONDITIONS arising from the performance of CONTRACTING SERVICES; or
3. A NETWORK SECURITY COMPROMISE.

A demand can take the form of, but is not limited to, lawsuits, petitions, arbitration demands, mediation requests or other alternative dispute resolution requests served on the INSURED.

**D. CLAIM EXPENSES** means:

1. Legal fees and expenses incurred by the Company for the investigation, defense and appeal of a CLAIM(S) by attorney(s) retained by the Company; or
2. All other fees, costs or expenses resulting from the investigation, adjustment, defense and appeal of such CLAIM(S) by the Company, or by the INSURED with the prior, written consent of the Company.

CLAIM EXPENSES does not include salaries of, charges of, or expenses incurred by regular employees or officials of the Company, or fees and expenses of supervisory counsel or independent adjusters retained by the Company. In addition, the time and expense incurred by the INSURED in resolving a CLAIM(S) including but not limited to the costs of the INSURED'S in-house counsel, are not CLAIM EXPENSES.

**E. CLEANUP COSTS** means costs, charges and expenses incurred in the investigation, removal or neutralization of POLLUTION CONDITIONS, provided that such POLLUTION CONDITIONS arise out of the performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES by or on behalf of the INSURED.

**F. CONTRACTING SERVICES** means the performance of construction or remediation activities, or those activities specifically defined by endorsement to this Policy.



**G. CONTRACTUAL RISK MANAGEMENT PRACTICES** means that the INSURED entered into a written agreement to provide PROFESSIONAL SERVICES that was signed and dated by all parties to the agreement prior to the date of any CLAIM(S) or CIRCUMSTANCES(S) arising out of the INSURED'S performance of the PROFESSIONAL SERVICES, and that satisfied at least three (3) of the following conditions:

1. The written agreement contains a Limitation of Liability provision that limits the INSURED'S liability for DAMAGES and/or CLAIM EXPENSES to less than \$500,000 or the amount remaining of the POLICY YEAR Aggregate Limit of Liability, whichever is less;
2. The written agreement contains a waiver of the INSURED'S liability for consequential damages;
3. The written agreement contains a dispute resolution provision that requires any disputes between the parties to the agreement be submitted to mediation as the first method for resolution;
4. The INSURED can document that either:
  - a. It entered into a fully executed and dated written agreement with each of its subconsultants prior to the subconsultants performance of PROFESSIONAL SERVICES; or
  - b. Its subconsultants had both Professional Liability and General Liability coverage in effect prior to the subconsultant's performance of PROFESSIONAL SERVICES.

**H. CRISIS EVENT** means any WRONGFUL ACT that the NAMED INSURED reasonably believes will have a material adverse effect upon the NAMED INSURED'S professional reputation.

**I. CRISIS EVENT EXPENSES** means reasonable fees, costs, and expenses paid by the NAMED INSURED with the Company's prior written approval for consulting services provided by a public relations firm to the NAMED INSURED in response to a CRISIS EVENT.

**J. DAMAGES** means a monetary judgment, award or settlement of compensatory damages, including associated pre-judgment and/or post-judgment interest. DAMAGES includes CLEAN-UP COSTS and, where allowable by law, DAMAGES also includes punitive, exemplary or multiplied damages.

DAMAGES shall also include the INSURED'S legal obligation to reimburse any person or entity for their reasonable defense costs, but only to the extent caused by an actual negligent act, error or omission in the performance of PROFESSIONAL SERVICES to which this Policy applies, and only if such defense costs are awarded by a court or arbitrator of competent jurisdiction.

DAMAGES does not include fines, taxes, statutory or administrative penalties, injunctive or equitable relief, the return or reduction of fees, or charges for services rendered or expenses incurred by the INSURED for redesign, changes, additions or remedies necessitated by a CLAIM(S). The time and expense incurred by the INSURED in resolving a CLAIM(S) are not DAMAGES.

However, DAMAGES does include fines, taxes and penalties assessed against a third party for which the INSURED is legally liable.

**K. DATA BREACH** means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a NETWORK. DATA BREACH does not include the unauthorized taking, acquisition, obtaining, use or disclosure of PERSONALLY IDENTIFIABLE INFORMATION.

**L. INSURED** means the NAMED INSURED, any PREDECESSOR FIRM and:

1. A current, former or retired partner, principal, director, officer or employee of a NAMED INSURED or PREDECESSOR FIRM, including any individual working temporarily on behalf of and under the direct supervision and control of the NAMED INSURED, but only for PROFESSIONAL SERVICES, or CONTRACTING SERVICES within the scope of their duties for the NAMED INSURED or PREDECESSOR FIRM;
2. Estates, heirs, legal representative and assigns of any deceased individual described in Paragraph L., Sub-paragraph 1. above, but only to the extent of the deceased individual's rights and duties under this Policy. No coverage is afforded under this Policy for any CLAIM(S) arising from the performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES by an INSURED'S estate, heir, legal representative or assign;
3. Spouses and legally recognized domestic partners of an INSURED, but solely for a CLAIM(S) arising out of their status as such, and seeking an award of damages from marital community property, jointly held property or property transferred from an INSURED to the spouse or legally recognized domestic partner. No coverage is afforded under this Policy for any CLAIM(S) arising from the performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES by an INSURED'S spouse or legally recognized domestic partner;
4. With respect to Insuring Agreement A. Professional Liability, any NAMED INSURED with respect to its participation in a legal entity, including a joint venture, but solely for the NAMED INSURED'S legal liability for the performance of PROFESSIONAL SERVICES by the respective legal entity or joint venture. INSURED does not include the legal entity itself, the joint venture itself or any other entity that is part of the legal entity or joint venture;
5. With respect to Insuring Agreement B. Contractors Pollution Legal Liability, any NAMED INSURED with respect to its participation in a legal entity, including a joint venture, but solely for the NAMED INSURED'S legal liability for its performance of CONTRACTING SERVICES. INSURED does not include the legal entity itself, the joint venture itself or any other entity that is part of the legal entity or joint venture;
6. With respect to Insuring Agreement B. Contractors Pollution Legal Liability, any person or organization that the NAMED INSURED is required in a written agreement to include as an INSURED under this Policy, but solely to extent that the NAMED INSURED'S liability arises out of CONTRACTING SERVICES rendered by or on behalf of the INSURED; and
7. Any entity that the NAMED INSURED newly acquires or forms, other than a partnership, joint venture or limited liability company, and over which the NAMED INSURED maintains ownership or majority interest, provided there is no other similar insurance available to that entity; however:
  - a. Coverage under this provision is afforded only until the ninetieth (90th) day after the NAMED INSURED acquires or forms the entity or the end of the POLICY PERIOD, whichever is earlier;
  - b. Insuring Agreement A. Professional Liability does not apply to PROFESSIONAL SERVICES rendered or that should have been rendered before the NAMED INSURED acquired or formed the entity; and
  - c. Insuring Agreement B. Contractors Pollution Legal Liability does not apply to any POLLUTION CONDITIONS that occurred before the NAMED INSURED acquired or formed the entity.

**M. MALICIOUS CODE** means any unauthorized, corrupting or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.

- N. MEDIATION** means the non-binding process in which a qualified, professional mediator, mutually agreed upon by the parties to a CLAIM(S) and with the prior consent of the Company, intercedes to help the parties reach an agreement to resolve the CLAIM(S).
- O. NAMED INSURED** means the individual, partnership, trust, corporation or other entity stated in Item 1. of the Declarations.
- P. NETWORK** means a connected system of computing hardware, software, firmware and associated electronic components under the ownership, operation or control of, or leased by, an INSURED.
- Q. NETWORK BREACH** means:
1. The alleged or actual UNAUTHORIZED ACCESS to a NETWORK that results in:
    - a. The destruction, deletion or corruption of electronic data on a NETWORK;
    - b. A DATA BREACH from a NETWORK;
    - c. Denial of service attacks against Internet sites or computers; or
    - d. PERSONAL INJURY;or
  2. Transmission of MALICIOUS CODE from a NETWORK to third-party computers.
- A series of continuing NETWORK BREACHES or related, repeated or similar NETWORK BREACHES shall be considered a single NETWORK BREACH and be deemed to have occurred at the time of the first such NETWORK BREACH.
- R. NETWORK SECURITY COMPROMISE** means an actual or alleged negligent act, error or omission by the INSURED in managing the security of a NETWORK.
- S. PERSONAL INJURY** means injury arising out of false arrest, detention or imprisonment; wrongful entry, eviction or other invasion of a right of occupancy; any libel, slander, utterance, electronic distribution or other publication in violation of a right of privacy; malicious prosecution; or the unintentional infringement of copyright or patent.
- T. PERSONALLY IDENTIFIABLE INFORMATION** means information, whether printed or digital, encrypted or unencrypted, in an INSURED'S or outsourced provider's care, custody or control, that singularly or in combination can uniquely identify an individual, including but not limited to such information as name, social security number, address, birth date, physical characteristics, IP address, biometric record, unique mobile device identifier, geo-location data, mobile telephone number, email address, user name, text message or email, call log, contacts and address book entries, financial or payment information, health or medical information, photos or videos or internet browsing history and non-public personal information as defined by the Gramm-Leach-Bliley Act; provided, however, PERSONALLY IDENTIFIABLE INFORMATION does not include information that is lawfully available to the general public.
- U. POLICY PERIOD** means the period from the Effective Date of this Policy to the Expiration Date as stated in Item 2. of the Declarations or its earlier termination date, if any. POLICY PERIOD does not include the Automatic Extended Reporting Period. If the length of the POLICY PERIOD is the same as the POLICY YEAR, the terms POLICY PERIOD and POLICY YEAR are used interchangeably herein.

- V. POLICY YEAR** means each consecutive twelve (12) months of the POLICY PERIOD beginning on the Effective Date shown in Item 2. of the Declarations. However, if a POLICY YEAR within a POLICY PERIOD is modified by an endorsement, then that modified year will be deemed a POLICY YEAR for the purpose of determining the Aggregate Limit of Liability and any Aggregate Deductible.
- W. POLLUTION CONDITIONS** means the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.
- X. PREDECESSOR FIRM** means any firm that has been dissolved or has ceased to perform PROFESSIONAL SERVICES or CONTRACTING SERVICES prior to the Effective Date of this Policy as shown in the Declarations, and in which the NAMED INSURED acquired more than fifty percent (50%) of that firm's remaining assets and liabilities.
- Y. PROFESSIONAL SERVICES** means those services performed for others in the practice of architecture, engineering, land surveying, landscape architecture, interior design, construction management and environmental consulting, including:
1. The performance of studies, surveys, assessments, evaluations, consultations, inspections, observations, scheduling, sequencing or training;
  2. The preparation of reports, opinions, recommendations, permit applications, maps, drawings, designs, models, Building Information Modeling, specifications (including the use of 3-D printing or other computer-assisted design technology to prepare such maps, drawings, designs and specifications), manuals, instructions, change orders or computer programs for designed systems;
  3. Construction management, quality control, monitoring, testing or sampling necessary to perform any of the services listed above;
  4. The supplying of furnishings as a part of interior design services;
  5. Pro-bono services provided to others but only with the knowledge and prior consent of the NAMED INSURED, and
  6. Any services as specifically defined by endorsement to this Policy.
- Z. UNAUTHORIZED ACCESS** means the use of or access to a NETWORK by a person unauthorized by the INSURED to do so, or the authorized use of or access to a NETWORK in a manner not authorized by the INSURED.
- AA. WRONGFUL ACT** means an actual or alleged negligent act, error or omission in the performance of PROFESSIONAL SERVICES by an INSURED or any person or entity for whom the INSURED is legally liable. WRONGFUL ACT includes PERSONAL INJURY arising out of the negligent performance of PROFESSIONAL SERVICES.

#### **IV. TERRITORY**

This Policy applies to any CLAIM(S) made against the INSURED anywhere in the world.

However, this Policy shall not apply to any projects or services that would be in violation of the laws of the United States including but not limited to, U.S. economic or trade sanction laws or export control laws administered by the U.S. Treasury, State and Commerce Departments (e.g. the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control).

## V. EXCLUSIONS

A. This Policy does not apply to:

### 1. Intentional Damages and Dishonest Acts

That part of any CLAIM(S) based upon or arising out of any criminal, dishonest, intentional, fraudulent, malicious, willful or knowingly WRONGFUL ACT, error or omission committed by the INSURED, at the INSURED'S direction or with the INSURED'S prior knowledge is not covered under the policy.

This exclusion shall not apply to any INSURED who did not personally commit, personally participate in committing, personally acquiesce in, or remain passive after such INSURED knew or should have known of any such criminal, dishonest, intentional, fraudulent, malicious, willful or knowingly WRONGFUL ACTS, errors, or omissions. Furthermore, this exclusion shall not apply to any CLAIM(S) based upon or arising from the INSURED'S unintentional breach of a written agreement to refrain from disclosing confidential or proprietary information during the performance of covered PROFESSIONAL SERVICES or CONTRACTING SERVICES.

### 2. Ownership Interest

That part of any CLAIM(S) against an INSURED by:

- a. An entity in which the INSURED maintains a cumulative ownership interest of fifty percent (50%) or greater;
- b. An entity that maintains any ownership interest in that INSURED; or
- c. An entity that is owned by the parent company of both that INSURED and that entity.

This exclusion does not apply to any CLAIM(S) made by such entities against the INSURED based solely on that entity's vicarious or imputed liability resulting from the INSURED'S performance of PROFESSIONAL SERVICES, and CONTRACTING SERVICES, or a NETWORK SECURITY COMPROMISE committed or alleged to have been committed by the INSURED.

### 3. Insured versus Insured

Any CLAIM(S) made by any INSURED against any other INSURED.

### 4. Contractual Liability

That part of any CLAIM(S) based upon or arising from liability of the INSURED assumed under any contract or agreement.

This exclusion does not apply to liability for DAMAGES arising from a WRONGFUL ACT(S), POLLUTION CONDITIONS, or NETWORK SECURITY COMPROMISE for which the INSURED would have been liable for in the absence of such contract or agreement.

### 5. Products Liability

That part of any CLAIM(S) based upon or arising out of the sale or distribution of any product developed by the INSURED or by others under license or trade name from the INSURED for multiple sale or mass distribution, including but not limited to computer programs and software.

This exclusion does not apply to software designed or modified for an individual client of the INSURED in connection with the INSURED'S rendering of PROFESSIONAL SERVICES for that individual client.

## **6. Construction**

That part of any CLAIM(S) that arises from actual construction performed by the INSURED, its agent or its subcontractor, including but not limited to performing construction, erection, fabrication, installation, assembly, manufacture, demolition, dismantling, drilling, excavation, dredging, remediation or supplying any materials, parts or equipment, except for supplying furnishings as a part of interior design services.

This exclusion does not apply to drilling, excavation or other sampling or testing procedures necessary to perform the INSURED'S PROFESSIONAL SERVICES. Furthermore, this exclusion does not apply to Insuring Agreement B. Contractors Pollution Legal Liability.

## **7. Nuclear Hazard**

That part of any CLAIM(S) based upon or arising out of the actual, alleged or threatened exposure to nuclear source material, nuclear by-product materials, nuclear waste activities, nuclear incident or extraordinary nuclear occurrence, as defined in the Atomic Energy Act of 1954 or as amended.

## **8. Employment Practices Liability**

That part of any CLAIM(S) that is related to the INSURED'S employment obligations, decisions, practices or policies as an employer, including but not limited to any CLAIM(S) based upon or arising out of actual or alleged unlawful discrimination, humiliation, harassment or misconduct because of age, color, race, sex, creed, national origin, marital status, sexual preference or orientation, religion or disability by the INSURED against the INSURED'S personnel or employment applicants, or based upon or arising under any workers compensation, unemployment compensation or disability benefits law or similar law.

## **9. Asbestos Liability**

That part of any CLAIM(S) based upon or arising out of the INSURED'S specification of any asbestos-containing materials or products, in any form.

This exclusion does not apply to the payment of any CLAIM EXPENSES for any CLAIM(S) based upon or arising out of the INSURED'S specification of any asbestos-containing materials or products.

## **10. Property Liability**

That part of any CLAIM(S) based upon or arising out of the INSURED'S ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or condemnation of any real or tangible personal property. Tangible personal property includes but is not limited to automobiles, aircraft, watercraft and other kinds of conveyances.

## **11. Express Warranties and Guarantees**

That part of any CLAIM(S) based upon or arising out of express warranties and guarantees. This exclusion does not apply to a warranty or guarantee by the INSURED that the INSURED'S PROFESSIONAL SERVICES are in conformity with the standard of care applicable to such PROFESSIONAL SERVICES or that the INSURED'S CONTRACTING SERVICES are in conformity with the standards applicable to such CONTRACTING SERVICES.

## 12. Vehicles

That part of any CLAIM(S) based upon or arising out of the ownership, maintenance, use, operation, loading or unloading of any automobile, aircraft, unmanned aircraft system (UAS), drone, watercraft or rolling stock.

This exclusion does not apply to:

- a. POLLUTION CONDITIONS arising out of the ownership, maintenance, use, operation, loading or unloading of any automobile, aircraft, unmanned aircraft system (UAS), drone, water craft or rolling stock within the boundaries of the jobsite(s) where the INSURED is performing PROFESSIONAL SERVICES or CONTRACTING SERVICES;
- b. The transportation of any samples collected by the INSURED in connection with its performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES; and
- c. Data collected or otherwise covered work product derived from the assistance of such vehicles by the INSURED, provided it is in conjunction with a PROFESSIONAL SERVICE.

## 13. Off-Site Waste Liability

That part of any CLAIM(S) based upon or arising out of any waste or materials transported by automobile, aircraft, water or rolling stock beyond the boundaries of the jobsite(s) where the INSURED is performing PROFESSIONAL SERVICES or CONTRACTING SERVICES.

This exclusion does not apply to the transportation of any samples collected by the INSURED in connection with its performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES.

### B. The coverage afforded under Section I. Insuring Agreements, Paragraph C. Network Security Liability does not apply to:

1. That part of any CLAIM(S) based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the failure to install available software product updates and releases, including security-related software patches, to computers and other components of a NETWORK.
2. That part of any CLAIM(S) based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged failure or malfunction of electrical or telecommunications infrastructure or services, power interruptions, surges, brownouts or blackouts, unless under the INSURED'S operational control.
3. That part of any CLAIM(S) based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide or other act of God.
4. That part of any CLAIM(S) based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any real or personal property.

## **VI. AUTOMATIC EXTENDED REPORTING PERIOD**

In the event of non-renewal or cancellation of this insurance for any reason by the INSURED, or if the Company should cancel this Policy or terminate it by refusing to renew, for reasons other than the INSURED'S non-payment of Premium and/or Deductible amount and/or non-compliance with the terms and conditions of this Policy, the INSURED shall be entitled to a sixty (60) day Automatic Extended Reporting Period at no additional premium.

This Automatic Extended Reporting Period shall apply to any CLAIM(S) first made against the INSURED during the POLICY PERIOD and reported to the Company, in writing, during the sixty (60) days immediately following the effective date of cancellation or non-renewal.

## **VII. OPTIONAL EXTENDED REPORTING PERIOD**

In the event of non-renewal or cancellation of this insurance for any reason by the INSURED, or if the Company should cancel this Policy or terminate it by refusing to renew, for reasons other than the INSURED'S non-payment of Premium and/or Deductible amount and/or non-compliance with the terms and conditions of this Policy, the INSURED:

May purchase an Optional Extended Reporting Period of up to three (3) years or as otherwise required by the regulatory guidelines governing this type of insurance. The minimum premium for this Optional Extended Reporting Period will be one hundred percent (100%) of the expiring annual premium for a one (1) year period, one hundred fifty percent (150%) of the expiring annual premium for a two (2) year period, and one hundred eighty-five percent (185%) of the expiring annual premium for a three (3) year period.

The first NAMED INSURED must request the purchase of the Optional Extended Reporting Period in writing to the Company within sixty (60) days following the termination of this Policy and pay the premium to the Company promptly when due.

If purchased, this extension shall apply to any CLAIM(S) first made against the INSURED and reported to the Company, in writing, during the Optional Extended Reporting Period.

If, however, this Policy is immediately succeeded by similar claims-made insurance coverage for which the retroactive date is the same as or earlier than the Retroactive Date shown in Item 6. of the Declarations, the INSURED shall have no right to purchase an Optional Extended Reporting Period.

The Optional Extended Reporting Period shall be non-cancelable. Accordingly, at the commencement of the Optional Extended Reporting Period, the entire premium shall be considered fully earned.

Sections VI. Automatic Extended Reporting Period and VII. Optional Extended Reporting Period shall not apply to:

1. Any pending CLAIM(S) or proceedings;
2. Any paid CLAIM(S); or
3. Any CLAIM(S) that is covered under any subsequent insurance purchased by the INSURED, or that would otherwise be covered under any subsequent insurance purchased by the INSURED but for a reduction or exhaustion of the limits of liability that would otherwise be applicable to such CLAIM(S).

The Limit of Liability applicable to Automatic Extended Reporting Period or Optional Extended Reporting Period will be the Limit of Liability remaining under the terminated policy, or as otherwise required by the regulatory guidelines governing this type of insurance.



The extension of coverage granted hereunder shall be subject to all the terms and conditions of this Policy and shall only apply to CLAIM(S) arising out of the performance of PROFESSIONAL SERVICES, CONTRACTING SERVICES, or due to a NETWORK SECURITY COMPROMISE, prior to the cancellation or non-renewal of this Policy, and that are otherwise covered by this Policy.

## **VIII. LIMIT OF LIABILITY AND DEDUCTIBLE**

### **A. Limit of Liability**

The Limits of Liability stated in Item 3. of the Declarations represent the maximum amount the Company will pay regardless of the number of INSUREDS, CLAIMS, individuals or entities making a CLAIM(S). The payment of DAMAGES and/or CLAIM EXPENSES will reduce the Limit of Liability available to pay any CLAIM(S).

### **B. Limit of Liability – Each Claim**

The liability of the Company for the sum of all CLAIM(S) and CLAIM EXPENSES for each single, covered CLAIM first made and reported to the Company, in writing, during a POLICY YEAR shall not exceed the amount stated in Item 3a. of the Declarations for each CLAIM. This limit applies as excess over any Deductible amount.

### **C. Limit of Liability – Policy Aggregate**

The liability of the Company for the sum of all DAMAGES and CLAIM EXPENSES for all covered CLAIMS first made and reported to the Company, in writing, during a POLICY YEAR shall not exceed the amount stated in Item 3b. of the Declarations as Aggregate. This limit applies as excess over any Deductible amount.

The POLICY YEAR Aggregate Limit of Liability as set forth above may not be combined or transferred, in whole or in part, so as to provide any additional Limit of Liability as respects any CLAIM(S) first made or deemed made during any other POLICY YEAR. If the Limit of Liability as specified above for any POLICY YEAR is exhausted, the Company's obligation to that POLICY YEAR shall be deemed completely fulfilled and extinguished.

### **D. Multiple/Related Claims**

The inclusion herein of more than one INSURED, the making of a CLAIM(S) by more than one person or entity, or the inclusion of additional elements or amounts of DAMAGES shall not operate to increase the Company's Limit of Liability. Unless otherwise specified, the Limit of Liability for each CLAIM, as stated in Item 3a. of the Declarations, is the most the Company will pay for the sum of all DAMAGES and CLAIM EXPENSES for all CLAIMS treated as a single CLAIM.

One or more CLAIM(S) arising out of the same or related WRONGFUL ACT(S), POLLUTION CONDITION(S), or NETWORK SECURITY COMPROMISE(S) will be treated as a single CLAIM, regardless of when the earliest CLAIM was first made against an INSURED. This Policy will respond only if the earliest CLAIM arising from such WRONGFUL ACT(S), POLLUTION CONDITION(S), or NETWORK SECURITY COMPROMISE(S) is first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR.

## **E. Deductible**

The Company shall not be obligated to pay any DAMAGES or CLAIM EXPENSES until the INSURED pays the applicable Deductible amount. The Deductible amount applies separately to each CLAIM, whether this Policy is primary or excess. The Company will determine the reasonableness of CLAIM EXPENSES that qualify in satisfaction of the Deductible.

Unless otherwise specified, the Deductible will apply as follows:

1. The Deductible for each CLAIM, as stated in Item 4a. of the Declarations, is the most the INSURED must pay as a Deductible for the sum of all DAMAGES and CLAIM EXPENSES for all CLAIMS treated as a single CLAIM.
2. The Aggregate Deductible, if any, as stated in Item 4b. of the Declarations, is the most the INSURED must pay as a Deductible for the sum of all DAMAGES and CLAIM EXPENSES for all CLAIMS made and reported during each POLICY YEAR.

## **F. Dispute Resolution and Mitigation Deductible Credits**

### **1. Mediation Credit**

- a. In the event that a CLAIM(S) is resolved with the consent of the Company through the use of MEDIATION within one (1) year following the date that the CLAIM(S) was first made against the INSURED, the INSURED will be given a credit or reimbursement for seventy-five percent (75%) of the Deductible amount owed or paid by the INSURED, not to exceed a maximum credit or reimbursement of \$25,000.
- b. If any CLAIM(S) is resolved with the consent of the Company through the use of MEDIATION more than one (1) year following the date that the CLAIM(S) was first made against the INSURED, the INSURED will be given a credit or reimbursement for fifty percent (50%) of the Deductible amount owed or paid by the INSURED, not to exceed a maximum credit or reimbursement of \$25,000.

### **2. Contractual Risk Management Practices Credit**

- a. In the event that a CLAIM(S) is resolved with the consent of the Company within one (1) year following the date that the CLAIM(S) was first made against the INSURED, and the INSURED employed CONTRACTUAL RISK MANAGEMENT PRACTICES prior to the notice of a CLAIM(S) or CIRCUMSTANCE(S), the INSURED will be given a credit or reimbursement for seventy-five percent (75%) of the Deductible amount owed or paid by the INSURED, not to exceed a maximum credit or reimbursement of \$35,000.
- b. If any CLAIM(S) is resolved with the consent of the Company more than one (1) year following the date that the CLAIM(S) was first made against the INSURED, and the INSURED employed CONTRACTUAL RISK MANAGEMENT PRACTICES prior to the notice of a CLAIM(S) or CIRCUMSTANCE(S), the INSURED will be given a credit or reimbursement for fifty percent (50%) of the Deductible amount owed or paid by the INSURED, not to exceed a maximum credit or reimbursement of \$35,000.

The deductible credits/reimbursements provided for in Paragraph F., Sub-paragraphs 1. and 2. above, are not cumulative and may not be combined on the same CLAIM.

## **IX. DEFENSE, SETTLEMENT AND COOPERATION**

- A.** With respect to the insurance afforded by this Policy, the Company shall defend any CLAIM(S) against the INSURED that seek DAMAGES to which this insurance applies, even if any of the allegations are groundless, false or fraudulent. Legal counsel for the defense of any CLAIM(S) shall be designated by the Company or, solely at the Company's option, by the INSURED with the prior approval and written consent of the Company and subject to the Company's guidelines. It is further agreed that the Company may make such investigation of any CLAIM(S) as it deems expedient, but the Company shall not be obligated to pay DAMAGES, to defend or to continue to defend any CLAIM(S) after the applicable limits of the Company's liability have been exhausted by payment of DAMAGES and/or CLAIM EXPENSES.
- B.** The INSURED shall cooperate with the Company and, upon the Company's request, shall: submit to examination and interrogation by a representative of the Company, under oath if required; attend hearings, depositions and trials; assist in effecting settlement, securing and giving evidence and obtaining the attendance of witnesses; and assist in the conduct of suits, as well as in investigation and/or defense all without charge to the Company, except as otherwise provided in Section II. Supplementary Payments, Paragraph A. Defendant Reimbursement. The INSURED shall further cooperate with the Company and do whatever is necessary to secure any rights of indemnity, contribution or apportionment that the INSURED may have against any other entities.

The INSURED shall not, except at its own costs, make any payment, admit any liability, settle any CLAIM(S), assume any obligation or incur any expense without the written consent of the Company.

With respect to any dispute resolution mechanisms agreed to by the INSURED in a written contract or agreement executed prior to a CLAIM(S), the INSURED shall not assume any obligation under such contract or agreement after a CLAIM(S) is made against it without the written consent of the Company. However, assuming such obligations prior to a CLAIM(S) shall not violate the preceding condition.

- C.** The Company shall not settle any CLAIM(S) without the consent of the INSURED. If, however, the INSURED refuses to consent to any settlement recommended by the Company and elects to contest the CLAIM(S) or continue legal proceedings in connection with such CLAIM(S) then the Company's liability for DAMAGES shall not exceed the amount for which the CLAIM(S) could have been settled. In addition, the Company shall be responsible for paying fifty percent (50%) of all CLAIM EXPENSES incurred after the date of such refusal. The INSURED shall be responsible for paying the remaining fifty percent (50%) of all CLAIM EXPENSES incurred after the date of such refusal. All such payments by the Company are subject to Section VIII. Limit of Liability and Deductible.
- D.** If any INSURED commits fraud in proffering any CLAIM(S) with respect to amount or otherwise, this insurance shall become void as to such INSURED from the date such fraudulent CLAIM(S) is proffered.

## **X. NOTICE**

- A.** In the event of a CLAIM(S) prompt written notice shall be given by or for the INSURED to the Company and shall contain: particulars sufficient to identify the INSURED; reasonably obtainable information with respect to the time, place and circumstances thereof; and the names and addresses of available witnesses.
- B.** If a CLAIM(S) is made against the INSURED, the INSURED shall promptly forward to the Company every demand, notice, summons, order or other process received by the INSURED or the INSURED'S representative. This requirement continues throughout the life of the CLAIM(S).
- C.** If the INSURED becomes aware of a CIRCUMSTANCE(S) to which this Policy may apply and provides written notice to the Company during the POLICY PERIOD containing details of:
- 1.** The alleged WRONGFUL ACT(S), POLLUTION CONDITION(S), or NETWORK SECURITY COMPROMISE(S);

2. The specific nature and extent of the injury or damage that has been sustained; and
3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

## **XI. OTHER CONDITIONS**

### **A. Cancellation**

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

### **B. Action Against The Company**

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

### **C. Assignment**

This Policy may not be assigned or transferred without written consent of the Company.

### **D. Subrogation**

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

## **E. Changes**

Notice to any agent or knowledge possessed by any agent or by any other person acting on behalf of the Company shall not effect a waiver or a change in any part of this Policy or stop the Company from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

## **F. Sole Agent**

The NAMED INSURED identified in Item 1. of the Declarations shall have authority and primary responsibility to act on behalf of all INSUREDS for the payment or return of Premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, the payment of any Deductibles, and the exercise of the rights provided in Section VII. Optional Extended Reporting Period.

## **G. Other Insurance**

This insurance shall be excess of the Deductible and any other valid and collectible insurance available to the INSURED, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written solely and specifically as excess insurance over this Policy. When this Policy is excess, the Company will not defend any CLAIM(S) that any other insurer has a duty to defend. If no other insurer defends, the Company has the right but not the duty to do so. If the Company defends, it will be entitled to all of the INSURED'S rights against any other insurers.

In addition to the foregoing, unless the Company specifically agrees otherwise, when such other insurance is written solely for a specific project, this Policy shall not attach, and the Company shall have no obligation to pay until the sum of DAMAGES and CLAIM EXPENSES exceeds the amount of the stated Limit of Liability of such other insurance, even if the INSURED'S liability for such DAMAGES and CLAIM EXPENSES is not covered in whole or in part by such other insurance for any reason, including but not limited to an exclusion or limitation of coverage or the bankruptcy or insolvency of the specific project insurer.

## **H. Severability**

Except with respect to the Limits of Liability, as stated in Item 4. of the Declarations, and any rights and duties specifically assigned to the NAMED INSURED identified in Item 1. of the Declarations, this Policy applies:

1. As if each INSURED were the only INSURED; and
2. Separately to each INSURED against whom a CLAIM(S) is made or suit is brought.

## **I. Headings**

The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.

## **J. Liberalization**

If the Company files, with the appropriate regulator, general revisions to the terms and conditions of the Policy form to provide more coverage without an additional premium charge, then this Policy will automatically provide such additional coverage as of the date the filed revision is effective in the state shown in the mailing address of the NAMED INSURED.

This endorsement, effective 12:01 a.m., 09/06/2023 forms a part of

Policy No. DPR5016778

Issued to Dammon Engineering, Inc.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOUISIANA

### AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

It is agreed that the term “condition precedent” in all of its uses throughout the Policy and any endorsements is changed to “duty.”

Section III. DEFINITIONS, Paragraph W. POLLUTION CONDITIONS, is deleted in its entirety and replaced as follows:

**W.** POLLUTION CONDITIONS means the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, or waste into or upon land, the atmosphere, or any watercourse or body of water, which results in bodily injury, property damage or CLEAN-UP COSTS. Waste includes materials to be recycled, reconditioned, or reclaimed.

Section VIII. LIMIT OF LIABILITY AND DEDUCTIBLE, Paragraph A. Limit of Liability, is amended with addition of the following:

The Company’s right and duty to defend any CLAIM(S) or suit(s) ends when the Company’s applicable Limits of Liability have been exhausted by payment of judgment or settlement.

Section VIII. LIMIT OF LIABILITY AND DEDUCTIBLE, Paragraph E. Deductible, is deleted in its entirety and replaced with the following:

**E. Deductible**

The Insured is responsible for paying the applicable Deductible amount. The Deductible amount applies separately to each claim, whether this Policy is primary or excess. The Company will determine the reasonableness of claim expenses that qualify in satisfaction of the Deductible. In the event the INSURED does not immediately pay the deductible, the Company will pay DAMAGES and CLAIMS EXPENSE and bill the INSURED for the amount of the applicable deductible.

Unless otherwise specified, the Deductible will apply as follows:

1. The Deductible for each CLAIM, as stated in Item 4a. of the Declarations, is the most the INSURED must pay as a Deductible for the sum of all DAMAGES and CLAIM EXPENSES for all CLAIMS treated as a single CLAIM.
2. The Aggregate Deductible, if any, as stated in Item 4b. of the Declarations, is the most the INSURED must pay as a Deductible for the sum of all DAMAGES and CLAIM EXPENSES for all CLAIMS made and reported during each POLICY YEAR.

Section IX. DEFENSE, SETTLEMENT AND COOPERATION, Paragraphs A., B. and D. are deleted in their entirety and replaced with the following:

- A.** As a duty to the coverage hereunder, in the event of bodily injury, property damage, POLLUTION CONDITIONS, NETWORK SECURITY COMPROMISE, or any CLAIM, written or oral notice containing particulars sufficient to identify the INSURED and also reasonable obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the INSURED to the Company or any of its authorized agents as soon as practicable. In the event of oral notice, the INSURED agrees to furnish a written report as soon as practicable.
- B.** As a duty to the coverage hereunder, if a CLAIM is made against the INSURED, the INSURED shall forward to the Company every demand, notice, summons, order or other process received by the INSURED or the INSURED'S representative as soon as practicable.
- D.** If any INSURED commits fraud in proffering any CLAIM(S) with respect to amount or otherwise, coverage as to any such INSURED may be denied for fraud or misrepresentation. The Company reserves the right to cancel the Policy based upon fraud and misrepresentation made by any INSURED in accordance with the cancellation provisions of this Policy.

Section IX. DEFENSE, SETTLEMENT AND COOPERATION, is amended by the addition of the following:

If the Company makes any payment under this Policy and the person to or for whom payment is made has a right to recover damages from another, the Company shall be subrogated to that right. However, the Company's right to recover is subordinate to the insured's right to be fully compensated.

Section XI. OTHER CONDITIONS, is amended as follows:

Paragraph A. Cancellation, is deleted in its entirety and replaced with the following:

**A. Cancellation and Non-Renewal**

**Cancellation**

The first NAMED INSURED shown in the Declarations may cancel this Policy by mailing or delivering to the Company advance notice of cancellation.

If the Policy has been in effect less than sixty (60) days, the Policy can be cancelled for any reason with sixty (60) days' notice mailed or delivered to the Insured. The Policy can be cancelled for nonpayment of premium within ten (10) days' notice, mailed, or delivered to the Insured, whether the Policy has been in effect for less than or more than sixty (60) days.

After the Policy has been in effect for more than sixty (60) days, it can be cancelled with thirty (30) days' notice for the following reasons:

1. Fraud or misrepresentation made with the knowledge of the insured; or
2. A change or increase in the risk; or
3. Non-payment of premium (ten (10) day notice); or
4. An act or omission by the Insured which increases the hazard; or
5. Policy continuation would jeopardize the Company's solvency.

Notice must also be delivered or mailed to each mortgagee, pledge, or other known person shown by the Policy to have an interest in any loss, which may occur.

## **Non-renewal**

If the Company elects not to renew this Policy, the Company will mail or deliver to the first NAMED INSURED shown in the Declarations a notice of intention not to renew at least sixty (60) days before the agreed expiration date. The notice of non-renewal shall state the reason for non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

Paragraph B. Action Against The Company, is deleted in its entirety and replaced with the following:

### **B. Action Against The Company**

A person or organization may bring a suit against the Company including, but not limited to a suit to recover on an agreed settlement or on a final judgment against an insured; but the Company will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Company, the insured and the claimant or the claimant's legal representative. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

Paragraph C. Assignment, is deleted in its entirety and replaced with the following:

### **C. Assignment**

This Policy shall be cancelled if assigned or transferred without written consent of the Company.

Paragraph D. Subrogation, is deleted in its entirety and replaced with the following:

### **D. Subrogation**

In the event of any payment under this Policy, the Company may be subrogated up to the amount the Company has paid out under the policy therefore against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM to prejudice such rights, however, the Company's right to recover is subordinate to the INSURED'S right to be fully compensated.

All other terms and conditions of the Policy remain the same.



This endorsement, effective 12:01 a.m., 09/06/2023 forms a part of  
Policy No. DPR5016778  
Issued to Dammon Engineering, Inc.  
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOUISIANA

### DOLLAR ONE DEFENSE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,  
CONSULTANTS AND ENGINEERS

In consideration of the premium paid, it is agreed that Section VIII. LIMIT OF LIABILITY AND DEDUCTIBLE,  
Paragraph E. Deductible is deleted in its entirety and replaced as follows:

#### **E. Deductible**

As stated in Item 4. of the Declarations, the INSURED must pay the Deductible obligation for DAMAGES before the Company is obligated to pay. The Deductible will apply to DAMAGES only and will not apply to CLAIM EXPENSES. The Deductible applies separately to each CLAIM whether this insurance is primary or excess. *If we make any payment under this Policy and the person to or for whom payment is made has a right to recover damages from another, we shall be subrogated to that right. However, our right to recover is subordinate to the INSURED'S right to be fully compensated.*

Furthermore, the Deductible will apply as follows:

1. The Deductible for each CLAIM is the most the INSURED must pay as a Deductible for DAMAGES arising out of any single CLAIM.
2. The Aggregate Deductible, if any, is the most the INSURED must pay as a Deductible for the sum of all DAMAGES for all CLAIMS made and reported during each POLICY YEAR.

All other terms and conditions of the Policy remain unchanged.

This endorsement, effective 12:01 a.m., 09/06/2023 forms a part of  
Policy No. DPR5016778  
Issued to Dammon Engineering, Inc.  
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROFESSIONAL LIABILITY EDUCATION PROGRAM CREDITS**

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,  
CONSULTANTS AND ENGINEERS

To acknowledge your firm having successfully completed the following Professional Liability Education Program:

Policy Year 1: Code of Ethics

We are pleased to provide a return premium of \$1,793 (10%).

All other terms and conditions of the Policy remain unchanged.

This endorsement, effective 12:01 a.m., 09/06/2023 forms a part of  
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### **TECHNOLOGY SERVICES COVERAGE**

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,  
CONSULTANTS AND ENGINEERS

It is agreed that Section III. DEFINITIONS, Paragraph Y. PROFESSIONAL SERVICES, is amended to include the following:

The performance of TECHNOLOGY SERVICES for a specific client in conjunction with the INSURED'S practice of architecture, engineering, land surveying, landscape architecture, interior design, construction management, or environmental consulting.

With respect to the coverage provided by this endorsement, Section III. DEFINITIONS, is amended to include the following definition:

**TECHNOLOGY SERVICES** means:

1. Design and development of computer software programs, applications or systems;
2. Database design or database management, data warehousing, data and application hosting;
3. Website design or website programming;
4. Maintenance of computer software programs, applications or systems designed or developed by the INSURED; and
5. Hosting, management, or maintenance of websites designed or programmed by the INSURED.

With respect to the coverage provided by this endorsement, SECTION III. DEFINITIONS, Paragraph J. DAMAGES, is amended to include the following:

DAMAGES does not include any costs or expenses incurred by the INSURED to recall, upgrade, replace, repair, correct, complete or re-perform any TECHNOLOGY SERVICES.

It is further understood and agreed that Section V. EXCLUSIONS, is amended by the addition of the following Exclusions, which apply only to the coverage provided under this endorsement:

- Any CLAIM(S) based on or arising out of deceptive trade practices, dilution and civil actions for consumer fraud;
- Any CLAIM(S) based on or arising out of the failure to prevent unauthorized access to or use of an electronic system or program, unless such unauthorized access or use arises out of a WRONGFUL ACT in the INSURED'S performance of TECHNOLOGY SERVICES;
- Any CLAIM(S) based on or arising out of any discontinuance or cessation by the INSURED of the provision, support or maintenance of any TECHNOLOGY SERVICES.

All other terms and conditions of the Policy remain unchanged.

This endorsement, effective 12:01 a.m., 09/06/2023 forms a part of  
Policy No. DPR5016778  
Issued to Dammon Engineering, Inc.  
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **EXCLUDED ENTITIES**

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,  
CONSULTANTS AND ENGINEERS

It is agreed that Section V, EXCLUSIONS, is amended to include the following:

**Excluded Entity(ies)**

Any CLAIM(S) made against the following entity(ies):

Entity Name(s):  
DSDSD, LLC

All other terms and conditions of the Policy remain unchanged.

This endorsement, effective 12:01 a.m., 09/06/2023 forms a part of  
Policy No. DPR5016778  
Issued to Dammon Engineering, Inc.  
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **INDIVIDUAL NOTICE OF CANCELLATION**

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,  
CONSULTANTS AND ENGINEERS

It is agreed that, in the event this Policy is cancelled by the Company for any reason, or cancelled by the NAMED INSURED, a thirty (30) days' notice of cancellation will be provided to the following entity:

Entity Name and Address:

City of Slidell  
3045 Second Street  
Suite 304  
Slidell, LA 70458

This provision does not apply to a cancellation due to non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy.

All other terms and conditions of the Policy remain unchanged.