



## MetroQuest Software License Agreement for City of Sante Fe

MetroQuest® community engagement software ("Software") is an internet application that is developed and provided by **Envision Sustainability Tools Inc.** ("Envision"). The Software is provided through a software-as-a-service ("SaaS") subscription model.

The provision of the SaaS subscription provided by Envision is dictated by the terms in this document which includes:

- i. The Software License Agreement that describes the terms under which your organization ("Customer") can utilize the software and also the level of ice of support provided by Envision; and
- ii. Business Terms that describes the terms under which your organization agrees to pay for and use the Software, and together with the Software License Agreement form the "Agreement"

### Definitions

#### Software

The Software is an internet application, meaning that it is delivered to the Customer via the internet and utilized via a web browser. The Software is housed on secure web server(s) and made up of two distinct components:

- i. A public-facing digital engagement platform that can be configured for a particular project and made available to the public and other persons to gather input, the ("Engagement Platform"); and
- ii. A set of web based administration tools used to setup the Engagement Platform for a particular project ("Site") and access visitor data, the ("Administration Tools").

**SaaS** – Customer does not install and run the Software on its own computers, but rather uses the Software via a web browser. The Software is maintained and provided by Envision via secure web servers for use via the internet.

**Project** – The planning project or other undertaking for which the Software will be used to collect input.

**Site** – An instance of the Software setup for a specific Project in a particular language.

**Visitor** – An individual who interacts with the Engagement Platform and provides input via a particular Site. Visitors are not authenticated (required to provide a username and password) by the Software

**Channel** – The different combinations of hardware and software that the Engagement Platform can be made available to Visitors. Currently the alternatives are Web, Smart Phone (each utilizing a Visitors device and internet connection) and peer-to-peer. Peer-to-peer is the use of

the Engagement Platform in face-to-face situations, such as workshops and town hall type meetings.

## **Supported Browsers**

The Engagement Platform has been tested and made compatible with the following web browser software:

Internet Explorer/Edge 9+, Firefox 3.6+, Chrome 3+, Opera 10+ for Windows and MacOS. Safari 3+ for MacOS.

Smart phones supported:

iPhone 4 or later running iOS 5 or later; Android devices running OS 4.0 or later; Windows Phone running OS 7.0 or later.

The Administration Tools have been tested and made compatible with the following web browser software:

Internet Explorer 10+, Chrome 3+ for Windows. Safari 3+ for MacOS.

## **Roles and Responsibilities**

Three elements are required to enable Visitors to interact with the Engagement Platform setup as a particular Site:

- i. MetroQuest Engagement Platform setup specifically for a Client's Project;
- ii. Specific hardware and software, which varies by Channel:
  - a. for the Web Channel, this would be a Visitor's device and the web browser on that device;
  - b. for the smart phone Channel, this would be a Visitor's smart phone and the web browser on that smart phone;
  - c. for Peer-to-Peer Channel, this would be the device and the web browser running on that device;
- iii. A connection to the internet.

The following table explains who is responsible for providing each element.

Elements	Responsibility by Channel		
	Web	Smart Phone	Peer-to-Peer
Engagement Platform	Envision	Envision	Envision
Visitor's Hardware and Software	Visitor	Visitor	Customer/Hardware provider <sup>2</sup>
Internet Connection <sup>1</sup>	Visitor	Visitor	Customer

1. Internet Connection is the sole responsibility of the Visitor or Customer. In the case of the Peer-to-Peer Channel, the Customer will provision an active internet connection that is available as long as the Peer-to-Peer Channel is required.
2. Hardware provider would a third party vendor that rents hardware such as kiosks and/or tablets.

### MetroQuest Software Availability

Envision will ensure the MetroQuest Software is available 99.5% of the time, measured on a twenty four (24) hour clock, monthly. MetroQuest is hosted by Microsoft Windows Azure, a cloud based server technology which delivers a 99.95% monthly service level. (<http://www.windowsazure.com/en-us/support/sla/>). Microsoft Azure is one of the largest and most reliable cloud platforms in the world.

"Downtime" is defined as a system outage or the time(s) when the Software is unavailable as measured from the time a severity level 1, 2 or 3 incident is reported, to the time that incident is resolved.

The following table indicates the response and resolution time the Customer can expect, based on the type of incident, defined by "Severity Level" once Envision has been notified of an incident, as well as the remedy that will be provided in the unlikely event that service levels fall below 99.5%.

Severity Level	Software Component	Incident Type	Response Time	Resolution Time	Rebate
1	Engagement Platform	Full System Outage /or a reproducible error that causes the Engagement Platform to crash for a Visitor	1 hour	1 day	1 day credit for each 1 hour of downtime
1	Administration Tools	Full System Outage /or a reproducible error that causes the Administration Tools to crash for a Customer	1 hour	1 day	1 day credit for each 1 hour of downtime
2	Engagement Platform	Partial System Outage/ a reproducible error that has a workaround and does not cause the Engagement Platform to crash for a Visitor; or content or other information that are not displaying as agreed upon	4 hours	2 days	N/A
2	Administration Tools	Partial System Outage/ a reproducible error that has a workaround and does not cause the Administration Tools to crash for a Customer	4 hours	2 days	N/A
3	Either	Minor Incident / General Support	24 hours	5 days	N/A

## General Support and Maintenance

Envision will provide the following Support Services ("Support") for MetroQuest Software:

For Customers:

- Support will be available to the Customer between the hours of 7:00 am to 5:00 pm Monday to Friday ("Support Days") Pacific Time, excluding New Years Day, Good Friday, Labor Day, and Christmas Day, via email, not including priority responses for system outages.
- Support email requests from the Customer ("Customer Service Request") must be sent via email to [support@metroquest.com](mailto:support@metroquest.com).
- In the event of a Customer Service Request, Envision will:
  - acknowledge the Customer Service Request upon receipt, via email;

- resolve or develop a resolution plan within 4 hours upon receipt of the first Customer Service Request; and
- prior to the Customer Service Request being closed, confirm with the Customer that the Service Request has been resolved.

For Visitors:

- (a) Support will be available to the Visitors between the hours of 7:00 am to 5:00 pm Monday to Friday ("Support Days") Pacific Time, excluding New Years Day, Good Friday, Labor Day, and Christmas Day, not including priority responses for system outages.
- (b) Support email requests from Visitors ("Visitor Service Request") must be sent via email to support@metroquest.com.
- (c) In the event of a Visitor Service Request, Envision will:
  - acknowledge the Visitor Service Request by the Visitor upon receipt via email;
  - notify the appropriate Customer of the Visitor Service Request;
  - work with the Customer to resolve or develop a resolution plan for the Visitor Service Request; and
  - prior to the Visitor Service Request being closed, confirm with the Customer that the Visitor Service Request has been resolved.

## **Backups and Recovery**

Envision will use reasonable endeavours to backup all data required to recover from a disaster within 3 business days. As Envision uses Microsoft Azure as its platform provider, this will involve backing up data both within the data center where the data resides (primary data center), as well as one other Azure data center within the United States. The data center to data center backup will occur daily.

In the event of a disaster, defined as a Severity Level 1 service outage for more than 12 hours in the primary data center, Envision will undertake a disaster recovery. Software availability will be restored within 3 business days of the start of the disaster recovery commencing.

## **Customer Data**

The Software utilizes two (2) types of Customer Data:

- i. Content provided by the Customer, such as text, images, numeric information ("Content Data");
- ii. Information collected from Visitors by the Software based on Visitors providing input to questions presented via the Engagement Platform, ("Usage Data").

### ***Content Data Ownership and Use***

Envision agrees that the Customer is the owner of any content, including Content Data and Usage Data uploaded to the Engagement Platform. Envision acknowledges that all Content Data is and remains the property of the Customer or the respective owner of the Content Data in the case where the Content Data belongs to another party. The Customer acknowledges that it has the right to use the Content Data that is provided to Envision as part of a public web site or has obtained permission from the respective owner to use the Content Data as part of a public website. Envision shall not be responsible for any copyright infringement claims by third parties relating solely to the use of Content Data provided by the Customer.

### ***Usage Data Ownership, Reporting and Delivery***

Envision acknowledges that all Usage Data is and remains the property of the Customer or their client in the case where the Usage Data is being collected on behalf of the Customer's client. Envision reserves the right to utilize all non-personal Usage Data collected for the sole purpose of determining trends and patterns in usage.

Access to Usage Data is provided via the reporting function that is part of the Administration Tools of the Software.

Usage Data is based on Visitor activity and Visitor responses collected during a Visitor Session. A Visitor Session is defined below for each Channel:

- i. A Web session is defined as all interaction with the Software from within a single browser window; opening a new browser tab and/or browser window and subsequently navigating to the Software in this new window constitutes a new session;
- ii. A Smart Phone session is defined as all interaction with the Software from within a single browser window; opening a new browser tab and/or browser window and subsequently navigating to the Software in this new window constitutes a new session;
- iii. A Peer-to-Peer session is defined as the duration of a single workshop event, from start to finish, from when the facilitator navigates to a workshop specific URL until the browser is closed;
- iv. A Peer-to-Peer session is defined as all interaction with the Software from an individual once the Customer provides access to a Site via the Customer's device for a Visitor, until the Visitor stops providing input.

At the completion of a Project, all Usage Data collected for all Sites used in the Project can be accessed via the Administration Tools.

### **Use of Personal Information**

For some Projects the Engagement Platform may be setup by the Customer and subsequently used to collect Personal Information such as names and email addresses. The decision to use the Software to collect Personal Information rests entirely with the Customer. In the event that Personal Information is collected, Envision warrants that it will never, under any circumstances, use this information for any purpose without the express written consent of the Customer that is undertaking the Project. This information will only be provided to the Customer. The Customer may request that Envision delete all Personal Information collected for a particular

Project once that Project is completed. Envision agrees to comply with such a request within thirty (30) business days.

## **System Security**

MetroQuest operated on the Microsoft Windows Azure cloud platform, one of the largest and most secure cloud platforms in the world. Our servers are located at one of Microsoft's data centers located in the continental United States and utilize security measures for the Hosting Environment, Operations and Personnel Security, Application-level Security, Fault-Tolerance Redundancy, Privacy and Updates. (<http://www.microsoft.com/online/legal/?langid=en-us&docid=11>)

Envision will notify Customer immediately upon discovering any breach or compromise of Envision's security protocols or measures or any unauthorized access to any personal information, and Envision shall promptly conduct an investigation and submit an oral report of its findings to Customer within forty-eight (48) hours, to be followed by a written report within seven (7) days. Envision will cooperate with Customer in connection with the investigation and incident management of any such event.

Envision logs all access to the Administration Tools and Engagement Platform. In addition, is maintains audit logs for all direct database access.

## **Administration Tools Security**

Envision utilizes Azure Active Directory to provide authentication services for authorized users of the Administration Tools.

## **Warranties**

Envision does not warrant that:

- (a) The Software will be uninterrupted or error free;
- (b) The Services will meet Customer's requirements, other than as expressly set out in this agreement; or
- (c) The Services will be free from external intruders (hackers), virus or worm attack, denial of services attack, or other persons having unauthorized access to the services or systems of the Customer.

Nothing in the above warranty exclusions negates any of Envision's agreements and representations expressly set forth in this Agreement.

## **Publicity, Publication and Usage Statistics**

In order to improve the Software, Envision computes general usage statistics. As part of promoting its product and services, Envision promotes certain customer Sites as examples of how to use the Software. In order to do so, Envision requests that the Customer grant Envision a non-exclusive, perpetual, worldwide, right to (i) use a non-data collecting copy of the

Customer's Site(s) for marketing and promotional purposes once the Site(s) has been made available publicly on the internet; (ii) to include the Customer's Usage data in the determination of general usage statistics and patterns.

### **Software Intellectual Property Rights and Ownership**

The Customer acknowledges that in the provisioning of the Service, Envision will use the Software to provide the Service and the Customer will use the Software to access Usage Data. The Customer acknowledges and agrees that all intellectual property contained in the Software is and will remain the property of Envision and that no part of this Agreement or any agreement that this Agreement becomes a component of, assigns any right, title or interest in the Software to the Customer.

### **Other General Terms**

#### **No Waiver**

A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

#### **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of New Mexico and the federal laws of USA applicable therein.

MetroQuest® is a Registered Trademark of Envision Sustainability Tools, Inc.



## Business Terms:

### Engagement Objectives

A key component of the work is to engage citizens in a meaningful way in the process.

In particular, the engagement objectives include:

- Engage a large number of participants that reflect the demographics of the project area;
- Provide multiple mechanisms and opportunities for citizens to participate in the process;
- Allow citizens to learn about the project as well as provide their feedback; and
- To gain insight into public opinion about the project.

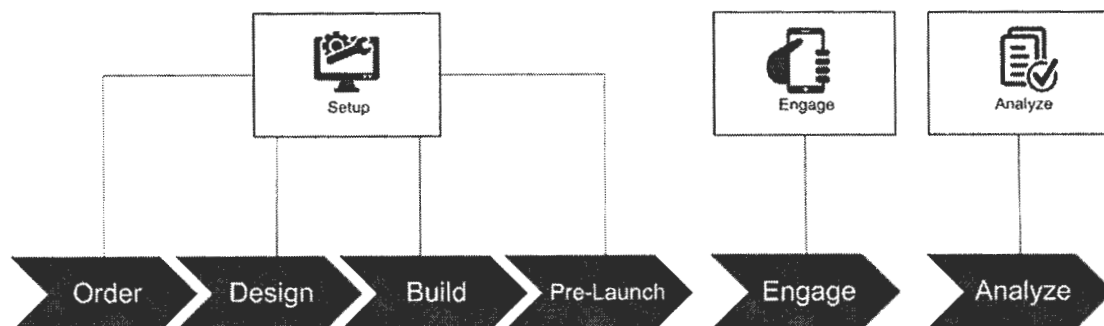
### The Recommended MetroQuest Solution

In order to meet the engagement objectives, Envision is pleased to offer MetroQuest, which includes the following:

- Access to and remote training on MetroQuest Site Management System (MetroQuest Studio aka "Studio"), the system that enables Clients to setup a MetroQuest Site;
- Provide remote training for project team personnel on the use of the MetroQuest Data Management System, allowing access to integrated data from all respondents;
- Provide the capability to use MetroQuest for online, workshop, and smart phone engagement as needed; and
- Adhere to the relevant jurisdiction's privacy legislation for the collection and storage of private information.

### MetroQuest Set-up and Use

Envision will train and assist the client team to help them understand how best to use MetroQuest and what will be required to create a survey, referred to as a MetroQuest Site ("Site"), for each client engagement initiative. This begins during the Subscription Kick-off Meeting at the commencement of the subscription period and continues through the subscription period as needed via the MetroQuest Support portal. The Orientation Meeting includes Client training on how to access and use MetroQuest Studio ("Studio"), the tool that will be used to setup a MetroQuest site, as well as MetroQuest Data Center, the tool that will be used to see the survey results.



The Setup of a MetroQuest Site involves 4 steps:

1. **Order**
  - a. **Client** uses Studio to order new Site for a particular client initiative;
2. **Design**
  - a. **Client** uses Studio to identify which MetroQuest components, or screens will be used;
3. **Build**
  - a. **Client** inputs all required content (text and images);
  - b. **Client** inputs all required screen preferences (e.g. color);
4. **Review**
  - a. **Client** reviews site, inputting any necessary changes;
  - b. **Client** notifies **Envision Support** that Site is ready for testing;
  - c. **Envision Support** tests and hosts the live Site.

NOTE: The process to create and launch a "second language" Site requires the client to first complete the first language Site, then provide translation. MetroQuest will provide client with a "Translation Table" of all words/phrases for the client to provide the translated terms in the context of survey. MetroQuest Support Desk can then copy the original Site, apply Site Instruction Language Library (eg. Spanish instructions) and upload the translated terms to create an identical Survey. The client has the option of placing buttons on each Site First Screen to allow the participant to quickly navigate the alternative language version.

## Fees

Unlimited MetroQuest Subscription	Fee & Invoicing
Use of MetroQuest for an unlimited number of Standard Sites in up to <b>two languages</b> (includes support for an unlimited period of public access for each MetroQuest Site via computer web browser, mobile, and kiosks; hardware not included)	\$23,000 /Year (prepaid)

## Terms and Conditions

### Term of the Agreement:

**Start Date:** 3-April-2018

**Expiry Date:** 2-April-2019

Expiry Date is the last date for which a MetroQuest Site can be launched in MetroQuest Studio. Once a MetroQuest Site is launched, it can remain open for public use indefinitely. Although a

Site may be launched in Studio, the dates it's made available for public use are at the discretion of the client.

The use of MetroQuest to initiate and launch a MetroQuest Site, and to receive assistance and support from MetroQuest, is limited to **the employees of the City of Santa Fe.**

For clarity, the client may have external third parties assist with their use of MetroQuest in a support capacity, but it is the client, as defined above, that will be registered for use in MetroQuest's internal systems and only the client will have access to the MetroQuest "Studio" to set-up and manage MetroQuest Sites. MetroQuest will not be responsible to train or provide support directly to (internal or external) parties outside the definition of the client.

Standard MetroQuest Site package assumes the Site contains 4 or 5 Screens. The Introduction and Exit screens are required. The additional 2 or 3 Screens are from the remaining 11 standard Screens in the MetroQuest Screen Gallery, using only the standard site options.

All figures shown are in USA Dollars. Any applicable taxes are not included and will be borne by the Client.

This pricing is valid for 30 days.

**Complete Agreement** This Agreement and all other agreements and terms incorporated by reference herein or in which this Agreement is incorporated by reference comprise the complete and exclusive statement of the agreement between the parties.

#### **Invoicing Schedule:**

- Annual Subscription Fees will be invoiced on or before the 1<sup>st</sup> day of the subscription period.

#### **Payment Terms:**

- Payment is due upon receipt of the invoice and payable by check (no credit cards)

#### **Confirmation**

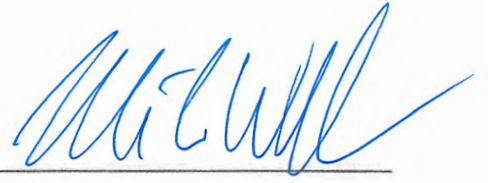
The **City of Santa Fe** agrees to acquire the services of Envision Sustainability Tools Inc. as described above.

On behalf of the **City of Santa Fe**

On behalf of **Envision Sustainability Tools Inc.**

Signature \_\_\_\_\_

Signature



Print Name \_\_\_\_\_

Print Name

MIKE WALSH

Date \_\_\_\_\_

Date

APRIL 5, 2018

See Attached "Addendum"  
Incorporated herein

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

*See Attached "Addendum"  
Incorporated Herein*

City of Santa Fe (Customer) and Envision Sustainability Tools, Inc. (Envision)

ADDENDUM

TERMINATION

This Agreement may be terminated by the Customer upon 30 days written notice to the Envision.

INDEMNIFICATION

ENVISION shall indemnify, hold harmless and defend the CUSTOMER from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from ENVISION's performance under this Agreement as well as the performance of ENVISION's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the CUSTOMER in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The CUSTOMER and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CUSTOMER for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CUSTOMER, this Agreement shall terminate upon written notice being given by the CUSTOMER to ENVISION. The CUSTOMER's decision as to whether sufficient appropriations are available shall be accepted by ENVISION and shall be final.

RELEASE

ENVISION, upon acceptance of final payment of the amount due under this Agreement, releases the CUSTOMER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. ENVISION agrees not to purport to bind the CUSTOMER to any obligation not assumed herein by the CUSTOMER unless ENVISION has express written authority to do so, and then only within the strict limits of that authority.



#### PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim;
- and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the CUSTOMER and the ENVISION. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

**Signature Lines required:**

City of Santa Fe:

*for* *Brian K. Snyder* *BKS*  
Brian K. Snyder, Customer Manager

ENVISION:

*see attached*  
Name & Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

*for* *Yolanda Y. Vigil* *all*  
Yolanda Y. Vigil, City Clerk

Approved as to form:

*MDM* *4/4*  
Kelley A. Brennan, City Attorney

Approved:

*Adam K. Johnson* *4.13.18* *AKJ*  
Adam K. Johnson, Finance Director



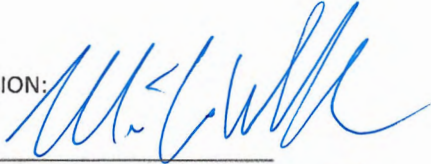
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**Signature Lines required:**

City of Santa Fe:

ENVISION:



\_\_\_\_\_  
Brian K. Snyder, Customer Manager

\_\_\_\_\_  
Name & Title

MIKE WALSH, PRESIDENT


Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk

Approved as to form:



4/4

\_\_\_\_\_  
Kelley A. Brennan, City Attorney

Approved:



4-12-18

\_\_\_\_\_  
Adam K. Johnson, Finance Director

# Highlight Sheet

## Information Technology Program

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The ever-changing technological marketplace creates unique exposures for Information Technology companies. Third party and first party risks associated with e-business, electronic communication, networks, data assets and intellectual property are a growing concern in today's technology savvy environment. ENCON's Information Technology Program responds to these concerns through their Errors and Omissions and Commercial General Liability policies to help protect a business against claims resulting from a broad range of cyber liabilities.

### **Errors and Omissions and Cyber Insurance for Information Technology**

- Available on a monoline basis
- Broad definition of insured services
- Cyber breach coach for first party loss
- **Protects against FIRST PARTY LOSS exposures relating to:**
  - (a) Data asset loss – costs to restore or recollect data that has been altered, corrupted, destroyed, disrupted, deleted or damaged due to a network and security breach
  - (b) Network business interruption loss – costs relating to lost income or extra expenses resulting from downtime due to a network and security breach
  - (c) Remediation, notification and crisis management expenses coverage including, but not limited to, cyber breach coach fees, credit monitoring, computer security expert costs, as well as costs for public relations, notification and communication, advertising or other media services to mitigate a potential loss due to a network and security breach or privacy breach
- **Protects against THIRD PARTY allegations relating to:**
  - (a) Intellectual property infringement – broad definition including, but not limited to, copyright, trademark, trade name, service mark, trade dress and trade secret, whether due to a service rendered to a third party or not
  - (b) Network and security breach – broad definition including, but not limited to, the failure to prevent unauthorized access to or use of a computer software, network or electronic information system, the unauthorized introduction of a computer virus or similar program, the unintended or unplanned interruption or failure of a computer network, theft of non-electronic data, password or access code by non-electronic means, and malicious damage to computer systems by an employee
  - (c) Privacy breach – unauthorized access, use or disclosure of personal information
  - (d) Data personal injury – personal injury arising out of the distribution or display of data, by means of a website, the Internet, an intranet or similar device or system designed or intended for electronic communication of data
- Defence costs in excess of the limits available
- First dollar defence coverage (deductible does not apply to defence costs)
- Split damages deductible
- Duty to defend
- Liability protection arising out of insured services performed WORLDWIDE
- Coverage for bodily injury and property damage arising out of professional services

- Liability against damages resulting from a delay in the performance of a contract or agreement due to a wrongful act
- Liability against damages resulting from criminal acts committed by a rogue employee
- Coverage for claims made against the insured by their employees in the event of a privacy breach of personal information
- Independent contractors coverage
- Basic reporting period of sixty (60) days and an optional extended reporting period of up to three (3) years
- **Optional Employment Practices Wrongful Act Liability (EPL) coverage available**

### **Information Technology Commercial General Liability (available on request)**

#### **Section A – Bodily Injury and Property Damage**

Includes: products-completed operations, contractual liability and contingent employer's liability

#### **Section B – Personal Injury and Advertising Injury**

#### **Section C – Medical Payments**

#### **Section D – Tenants' Legal Liability**

- Occurrence-based policy
- Provides liability protection arising out of insured services performed anywhere in the world, subject to suit brought in Canada or the United States (full worldwide territory coverage available)
- Endorsements available for additional premium:
  - Non-owned Automobile including S.E.F. No. 94, 96, 99
  - Employers' Liability (bodily injury)
  - Employee's Benefits Errors and Omissions

### **Claims Handling**

Claims are handled by ENCON's claims analysts. Independent adjusters and legal counsel specializing in the defence of information technology professionals are appointed as required.

Note: Please refer to the wordings IT35E-SRD-15 and IT35E-SRD-05-CGL for more details on the above-stated coverages.

*This document is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the program described. Please remember only the insurance policy can give actual terms, coverage, amounts, conditions and exclusions. Program availability and coverage are subject to individual underwriting criteria.*