

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Client”), and **LYTX, INC.**, a Delaware corporation, registered to do business in Colorado, whose address is 9785 Towne Centre Drive, San Diego, CA 92121 (“Vendor” or “Lytx”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated May 16, 2013, an Amendatory Agreement on February 9, 2017, and a Second Amendatory Agreement on July 19, 2018 (the “Agreement”), relating to software license, support and maintenance; and

WHEREAS, the Parties wish to amend the Agreement to amend the scope of work and budget, extend the term, and increase the compensation to the Vendor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “Exhibit A” in the existing Agreement are amended to read “Exhibits A and A-1, as applicable.”
2. All references to “Exhibit B” in the existing Agreement are amended to read “Exhibits B and B-1, as applicable.”
3. Article 4 of the Agreement entitled “TERM” is amended to read as follows:
 4. **TERM:** The term of the Agreement is from April 1, 2013 through March 31, 2020.”
4. Articles 5(D)(i) of the Agreement entitled “MAXIMUM CONTRACT LIABILITY” is amended to read as follows:

“D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **ONE MILLION ONE HUNDRED AND SIXTY-NINE THOUSAND NINE HUNDRED FORTY-SIX DOLLARS AND SIXTY-SIX CENTS (\$1,169,946.66)**. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s risk and without authorization under this Agreement.”

5. Article 10 of the Agreement, entitled “INSURANCE” is amended to add a new clause, letter **K.**, which reads as follows:

“K. Technology Errors & Omissions including Cyber Liability:
Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.”

6. Except as herein amended, the Agreement is assumed, affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PWADM-201950472-00 (201209229-03)
Contractor Name: Lytx, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

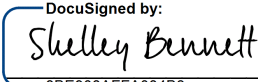
By:

By:

By:

Contract Control Number:
Contractor Name:

PWADM-201950472-00 (201209229-03)
Lytx, Inc.

By: 
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Name: Shelley Bennett
(please print)

Title: General Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

VIDEO SUBSCRIPTION SERVICE OFFERING ADDENDUM

This Addendum shall apply to all purchases of Managed Services under the Agreement.

1. CERTAIN DEFINITIONS

“**Hardware**” means Lytx’s VERs and other hardware provided to Client hereunder.

“**Product(s)**” means the Software and Hardware together.

“**Services**” means the services Lytx makes available to Client under this Agreement.

“**Software**” means any software (in machine executable object code format only, if applicable) provided to Client under this Agreement, including, without limitation, the operating software embedded in the Hardware, installation tool software, event player software, access to the web-based client portal to access Client’s Lytx account and any other software made available by Lytx on a website hosted by or on behalf of Lytx for use by Client.

“**Subscription Term**” means the duration of time set forth on the applicable order for which the Client has purchased a subscription to Services.

“**VER**” means a Lytx video event recorder of the make and model specified in the applicable Purchase Order and may be comprised of more than one component.

2. LICENSE

2.1 Updates. Any updates, modifications, enhancements or new versions of the Software or Services provided or made available to Client by Lytx, in accordance with this Agreement, shall be considered Software and Services subject to this Agreement. Lytx shall be entitled at any time and without liability to improve, modify, suspend, test, maintain or repair the systems used by Lytx to provide the Services in whole or in part and/or any other services rendered under this Agreement even if this requires temporarily suspending the operation of the Services, provided that Lytx shall use reasonable efforts to minimize all forms of disruption resulting therefrom.

2.2 License Term. Licenses are purchased and apply for the applicable subscription period, including any renewal periods (the “License Term”). Licenses relating to Managed Services apply on a per VER basis.

2.3 Restrictions on Use. Except as otherwise expressly provided in this Agreement, Client agrees to: (a) only use the Software and Services in the manner, and for the purposes, expressly specified in this Agreement, and be responsible for utilizing the proper version of any Software; (b) not decompile, disassemble, analyze or otherwise examine the Software and/or Services for the purpose of reverse engineering, or facilitate or permit a third party to do so (except to the extent this restriction is expressly prohibited by applicable law); (c) not delete or in any manner alter any notice, disclaimers or other legends contained in the Software and Services or appearing on any screens, documents, reports, numeric results or other materials obtained by Client through use of the Software and Services (“Notices”); (d) reproduce and display all Notices on Copies Client makes, in accordance with this Agreement; (e) not attempt to access any systems, programs or data of Lytx that are not licensed under this Agreement; (f) not copy, reproduce, republish, upload, post, transmit or distribute the Software or Services, or any portion thereof, or facilitate or permit a third party to do so; and (g) not use any device or software to interfere or attempt to interfere with the proper operation of the Software and Services. Lytx may immediately terminate this Agreement in the event that Client breaches the provisions of this Section 2.3.

3. SUBSCRIPTION TERM

Each Subscription Term shall automatically renew for additional successive one (1) year periods, unless written notice of non-renewal is received by the other party no later than sixty (60) days prior to the expiration of the then current Subscription Term. If Client terminates a portion of its subscriptions, Client must remove the corresponding number of VERs from its use such that the total number of VERs is no larger than the number of valid subscriptions.

4. SUBSCRIPTION SERVICES

4.1 Description of Managed Services. Lytx shall provide Client remote access to Lytx’s data center via in-bound internet connectivity, providing access to Client’s Data and the hosted Software applications licensed hereunder in order to view and download driving videos captured by Client’s VERs, and any related reports and assessments provided by Lytx, to the extent purchased hereunder. Lytx shall provide remote program management services whereby Lytx shall: (i) monitor the cellular connectivity to the VERs; and (ii) monitor Client’s Managed Services’ key performance indicators. Managed Services are available for use with auxiliary cameras and APIs to the extent supported by Lytx. Certain functionality is dependent on VER model used by Client. Lytx retains the right, in its sole discretion, to update the Product firmware and functionality and adjust the Product settings, including, but not limited to, video clip length, video compression, sensitivity of Product accelerometers and sensors, file upload and download size limits, and length of session periods, as determined by Lytx to be necessary to provide the Managed Services hereunder and to comply with applicable laws.

4.2 Usage Calculations. Video browse time is measured by time spent browsing video on Client VER. Video upload time is measured by length of minutes of video uploaded to Lytx data center from Client VER. Live stream time is measured by time spent live streaming video from Client VER. The number of minutes of video browsed, live-streamed, or uploaded will be calculated based on the number of views recorded (e.g., if a minute of video is uploaded from each of 4 camera views, that is considered 4 minutes for purposes of Client’s minutes usage calculation hereunder). Total minutes are pooled and usage is determined by Lytx. Any unused minutes are forfeited at the end of each month. If the minutes cap is reached in a given month, Lytx has the right to suspend video access service for the remainder of the month unless or until Client purchases additional minutes.

4.3 Remote Access to Results. Subject to Client’s compliance with the terms and conditions of the Agreement and this Addendum, Client shall have remote in-bound internet access to the Data which are hosted on computer hardware servers controlled by Lytx. To access such Data remotely, Client will be assigned user accounts and related user identification credentials (collectively, “User IDs”) and passwords. Client shall be responsible for determining and designating which employees of Client (each, an “End User”) receive permissions to remotely access such Data; provided, that, by using the Services, Client and such End User agree to the terms of use posted on the website used to access the Services (currently, <https://login.lytx.com>). Client may have only as many End Users as the number of User IDs activated at any one time. No User ID may be shared by more than one End User. Client

understands that sharing of User IDs and passwords can jeopardize the security of Client Data. Client acknowledges that Lytx may track the number of active User IDs and to disallow use by more than the authorized number of User IDs.

4.4 Client Configurations. Client assumes all responsibility for choosing and maintaining the client configurations utilized by Client in connection with the Products and Managed Services, including, without limitation, permission hierarchies and any client-managed settings, and Lytx expressly disclaims any and all liability for any damages resulting therefrom.

4.5 Subscription Services; Suspension. Subject to Client's compliance with the terms and conditions of the Agreement, Lytx shall provide the subscription Services to Client. If Client fails to pay any amounts due hereunder, Lytx may immediately suspend the subscription Services; upon payment by Client of all such delinquent amounts Lytx will re-institute the subscription Services.

5. IMPLEMENTATION

If installation services are included in an order, Lytx shall use commercially reasonable efforts to install the Products. Client shall provide Lytx a safe, designated installation area protected from environmental hazards. Client shall provide Lytx with reasonable cooperation, including, without limitation, accurate information about vehicle types, and access to all necessary Client personnel, facilities and equipment (including the Products) for the purpose of performing its obligations hereunder. Any Lytx installation services provided hereunder shall be subject to a mutually agreed installation schedule. Client shall be responsible for ensuring availability of vehicles and Hardware (subject to supply by Lytx) and access to installation site on agreed installation date, and shall comply with all reasonable instructions related to the installation. No refunds shall apply for Lytx's failure to complete an installation due to vehicle or Hardware unavailability, lack of advance notice of accurate vehicle information, or lack of access to installation site on agreed installation date. If the implementation schedule is delayed, extended or rescheduled at Client's request (in each case, with less than seven (7) days prior written notice to Lytx), Client's failure to provide Lytx access to vehicles, facilities and/or necessary equipment or any other reason caused by Client, Client agrees to reimburse Lytx for any costs (including labor costs, travel, food, lodging, extra shipping fees and other project specific costs) and cancellation fees incurred by Lytx as a result of such change. Client shall be responsible for approving the installation placement and technique on the initial Hardware for each major vehicle type (First Article Installation), including compliance with applicable laws. Such approval shall constitute authorization for Lytx to proceed with installation of remaining Hardware using the Client-approved placement and technique. If installation services are not purchased by Client hereunder, Client assumes any and all liability resulting from such installation of Products, including, without limitation, liability resulting from failure to use a properly trained technician or failure to use proper installation tools. Lytx expressly disclaims any and all responsibility for any damages arising out of improper installation and maintenance of any Hardware not installed by, or on behalf of, Lytx. Client shall defend, indemnify and hold Lytx and its officers, directors, agents, subcontractors and employees harmless from all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from installation or maintenance of the Products by a party other than Lytx or its representatives.

6. TECHNICAL SUPPORT

Lytx shall use commercially reasonable efforts to provide technical support via email at support@lytx.com and a toll-free customer support line at (866) 910-0403. For security reasons, Client shall provide Lytx in writing the name(s) and contact

information of Client's technical personnel who will liaison with Lytx regarding all technology-related matters. Client may update such information as necessary upon written notice to Lytx. Lytx shall not be obligated to provide support to any person other than the designated liaison(s). In order to receive support from Lytx, Client shall provide Lytx with all information necessary for Lytx to trouble shoot technical errors experienced by Client with respect to Lytx's provision of Products hereunder. Client agrees to provide Lytx with reasonable access (including, without limitation, remote access) to all necessary Client personnel, facilities and equipment (including the Products) for the purpose of providing the support services hereunder.

7. SERVICE REQUIREMENTS

Use of a computer and internet connectivity is necessary to use Services, and Client is solely responsible for obtaining such items and paying all fees related thereto. Client agrees to access and use the Licensed Software and Services in accordance with any and all operating instructions or procedures that may be issued by Lytx, and amended by Lytx from time to time. Lytx shall have no obligation to provide subscription Services with respect to Products that are not procured by Client from Lytx or its authorized distributors and resellers.

8. LIMITED WARRANTY

8.1 Product Warranty. For a period of two (2) years after the date of shipment with respect to VERs (or such longer period as specified in an applicable order) (the "**Warranty Period**"), Lytx warrants to Client that the VERs, as delivered by Lytx to Client, will substantially conform to the written Software and Hardware related specifications Lytx provides to Client hereunder ("**Documentation**"). The Warranty Period shall be extended for the duration of any period for which Client purchases an extended warranty from Lytx as specified in an applicable order. The foregoing warranty shall not apply if Client fails to notify Lytx in writing of such defects prior to the expiration of the Warranty Period, if the defect is not reproducible, or the defect is caused by: (a) Client's or its representative's negligence, misuse, neglect or intentional acts or omissions; (b) any accident, alteration, repair or improper testing in any respect by a party other than Lytx or its representatives; (c) any other events beyond Lytx's reasonable control; (d) to the extent performed by Client or its representatives, the failure to install, maintain or use the VER in accordance with the Documentation and Lytx's instructions; (e) except as authorized by Lytx in writing, any attempt to service the VER other than by Lytx or its representatives; or (f) third party software, hardware, or materials not approved or supplied by Lytx. Lytx shall not be responsible for any of Client's or a third party's software, information or data contained in, stored on, or integrated with any VER returned to Lytx pursuant to the foregoing warranty. Lytx's and its licensors', suppliers', subcontractors' and distributors' sole liability, and Client's exclusive remedy, under this Section 8.1 shall be, at Lytx's option: (i) to use commercially reasonable efforts to correct any reproducible defects identified by Client in writing during the Warranty Period which renders the VER non-conforming, (ii) to replace the defective VER (with either a new or refurbished product), or (iii) to accept return of the defective VER from Client and provide Client with a pro rata refund based on the remaining portion of the Warranty Period. Replacement VERs will assume the greater of the balance of the original Warranty Period or ninety (90) days. With respect to any hardware parts or software provided hereunder other than the VERs, Client acknowledges and agrees that its use and possession of such product shall be governed by the terms of such product manufacturer's warranty, if any, and Client may look to the third party manufacturer with respect to all applicable claims, and Lytx (to the extent it has the right) hereby grants Client a right to share in and enforce warranties made by any such manufacturer. Lytx has no obligation to provide maintenance and support for out-of-warranty VERs.

8.2 Warranty Claims. To make a return under the warranties in this Section 8, Client must first contact Lytx Technical Support and assist in a reasonable troubleshooting effort to restore the VER to service. Upon a failure determination by Lytx Technical Support, provided Client requests a Return Material Authorization number (RMA) within the Warranty Period, Lytx will provide Client an RMA number and a prepaid return label. For all warranty returns, Client must use the return label provided by Lytx to send the VER to Lytx, packaged appropriately for safe shipment. Lytx shall pay all freight charges for shipment to Client of any replacement VER covered by these warranty provisions. Prior to making any warranty return, Client shall be responsible for downloading any Data from the Product that Client desires to retain. Lytx's practice is to delete the Data on the Product in connection with receipt of a warranty return, and Lytx disclaims all liability relating to Client's loss of Data in connection therewith.

8.3 Service Warranty. Lytx warrants to the Client that any Services to be performed hereunder shall be performed in a professional and workmanlike manner. Lytx's and its licensors', suppliers', subcontractors', and distributors' sole liability, and Client's exclusive remedy, under this Section 8.3 shall be for Lytx to use commercially reasonable efforts to re-perform the Services. With respect to installation services provided hereunder, the foregoing warranty shall apply solely for the one (1)-year period after installation. Lytx shall retain sole control over the manner and means by which it performs its obligations hereunder, and Lytx shall be entitled to subcontract (in whole or in part) Lytx's responsibilities under this Agreement to a third party of Lytx's choice, but Lytx shall remain responsible for Lytx's subcontractor's actions in carrying out Lytx's obligations under this Agreement. The foregoing service warranty is conditioned upon normal maintenance and use in conformity with instructions furnished by Lytx from time to time and the Products not having been subjected to misuse, neglect, or accident or alteration, repair or improper testing in any respect by a party other than Lytx or its representatives.

8.4 Disclaimer of Warranty. THE LIMITED EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY; LYTX AND ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS, AND DISTRIBUTORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LYTX AND ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS MAKE NO WARRANTY THAT THE SOFTWARE WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PRODUCTS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS IN THE SOFTWARE CAN BE CORRECTED, OR THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE ACHIEVED BY UTILIZING THE PRODUCTS OR SERVICES. FURTHER, NEITHER LYTX, ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS NOR DISTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO THE SERVICES OR ASSOCIATED NETWORK COVERAGE (E.G. WIRELESS NETWORK COVERAGE) WILL BE CONTINUOUS OR UNINTERRUPTED. CLIENT ACKNOWLEDGES AND AGREES THAT THE VER AND ASSOCIATED SERVICES ARE A DRIVER AID ONLY. THEY ARE NOT A SUBSTITUTE FOR A SAFE, CONSCIENTIOUS DRIVER. THEY CANNOT COMPENSATE FOR A DRIVER THAT IS DISTRACTED, INATTENTIVE OR IMPAIRED BY FATIGUE, DRUGS OR ALCOHOL. WHETHER THE VER IS IN USE OR NOT, THE DRIVER IS RESPONSIBLE TO AVOID A COLLISION. CLIENT'S DRIVERS SHOULD NEVER WAIT FOR THE VER TO PROVIDE A WARNING BEFORE TAKING MEASURES TO AVOID AN ACCIDENT. FAILURE TO DO SO CAN RESULT IN SERIOUS PERSONAL INJURY OR DEATH

OR SEVERE PROPERTY DAMAGE, AND LYTX DISCLAIMS ANY AND ALL LIABILITY RELATING TO ANY SUCH ACTIONS. CLIENT SHALL DEFEND, INDEMNIFY AND HOLD LYTX AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES HARMLESS FROM ALL DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) RELATING TO THE ACTION OR INACTION OF CLIENT'S DRIVERS.

9. VIDEO CLIP RETENTION POLICY

Lytx's Video Clip Retention Policy, which shall apply with respect to the Agreement and may be updated by Lytx at any time upon written notice to Client, is as follows: Video uploaded to the Lytx data center shall be available online for ninety (90) days and then stored on backup media and no longer available online. Lytx will charge its standard fee on a per-event basis to retrieve any video file from backup storage. Backups will be stored for the remaining portion of one (1) year (approximately 275 days). At that time, the stored video will be deleted.

10. DATA CAPTURE

Lytx makes no representation or warranty with respect to the Data captured. Client acknowledges that factors such as camera angle, view obstruction, power supply, device failure, and other conditions can result in data loss, and Lytx disclaims all liability relating to Client's loss of Data in connection therewith.

EXHIBIT B-1

Part #	Product Description	Qty	Annual Price per Sub	Total for Annual Period
GSA-Tier2-MS-A	Managed Services	268	\$353.00	\$94,604.00
4230-FTS-A	Fleet Tracking	268	\$107.88	\$28,911.84
4230-0FUEL-A	Fuel Management	268	\$32.51	\$8,712.68
Total				\$132,228.52
Subscription Period				4/1/19 to 3/31/20

INSURED: Lytx Holdings, LLC

POLICY #: 7110126390007

POLICY PERIOD: 07/01/2018

TO 07/01/2019

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

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

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



ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

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

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

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

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

- 1. Unless
 - (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
 - (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
- 2. To any person or organization included as an Insured under the Additional Insured - Broad Form Vendors provision of this endorsement;
- 3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
- 4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- 5. To any:
 - (a) Lessor of equipment after the equipment lease terminates or expires; or
 - (b) Owners or other interests from whom land has been leased; or
 - (c) Managers or lessors of premises if:
 - (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- 6. To "bodily injury, or "property damage" occurring after:
 - (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

INSURED: Lytx Holdings, LLC

POLICY #: 7110126390007

POLICY PERIOD: 07/01/2018

TO: 07/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

* 1. **ADDITIONAL INSURED BY CONTRACT**

The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- To any person or organization included as an "insured" by endorsement or in the Declarations; or
- To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. **AIRBAG DISCHARGE**

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. **AUTO THEFT REWARD**

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. **BLANKET WAIVER OF SUBROGATION**

The Transfer Of Rights of Recovery Against Others To Us condition under SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

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

The definition of "bodily injury" under SECTION V – DEFINITIONS is replaced by the following:

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