

## IMANAGE END USER SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: BY SIGNING OR ACCEPTING AN ORDER REFERENCING THIS AGREEMENT OR BY DOWNLOADING, INSTALLING, RUNNING, ACCESSING OR USING THE SOFTWARE OR SDK REFERENCED IN THE ORDER (TOGETHER WITH ANY SOFTWARE THAT IMANAGE PROVIDES THROUGH SUPPORT AND MAINTENANCE SERVICES, COLLECTIVELY, THE “**SOFTWARE**”), YOU ARE AGREEING TO ALL OF THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THESE TERMS CAREFULLY BEFORE TAKING SUCH ACTIONS. IF YOU DO NOT AGREE WITH OR DO NOT HAVE AUTHORITY TO AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, PLEASE DO NOT ACCEPT THESE TERMS OR OTHERWISE ATTEMPT TO DOWNLOAD THE SOFTWARE IN ANY WAY.

1. **Parties.** These terms represent the agreement (“**Agreement**”) that governs the purchase of licenses for the Software and related support and maintenance services (“**Support and Maintenance Services**”) from iManage LLC, or an affiliate of iManage LLC, including iManage EMEA Limited (“**iManage**”), by the customer entity identified in the applicable Order (“**Customer**”).
2. **Orders.** “**Order**” means an accepted order (i.e., order form, product schedule, purchase order, rider, software schedule, or other ordering document) placed by Customer, whether placed directly with iManage or through an entity that has entered into an agreement with iManage that, among other things, authorizes the entity to resell Software licenses and/or Support and Maintenance Services (each, an “**Approved Reseller**”). “**Supporting Material**” shall mean, collectively, any manuals, instructions or other documents or materials that iManage provides or makes available to Customer within embedded help files or on the iManage support website found at [help.imanage.com](http://help.imanage.com).
3. **Purchases Through Authorized Approved Resellers.** Notwithstanding anything to the contrary, the terms of this Agreement related to fees, payment terms, taxes, Order term and Order renewal (“**Reseller Terms**”) shall not apply to any Orders placed through an Approved Reseller. Customer will establish Reseller Terms, as applicable, independently with the Approved Reseller, provided however, that iManage may share the terms of this Agreement with the Approved Reseller. For the avoidance of doubt, nothing herein affects iManage’s rights provided under this Agreement with respect to any terms other than the Reseller Terms. Approved Resellers are not authorized to make any promises or commitments on iManage’s behalf, and iManage is not bound by any obligations to Customer other than what iManage specifies in this Agreement.
4. **Prices and Taxes.** Prices are exclusive of taxes, duties, and fees (including, but not limited to, installation) unless otherwise stated in the Order. Customer is responsible for all sales, use, excise, value-added, services, consumption or other taxes in connection with this Agreement. If a withholding tax is required by law, please contact iManage to discuss appropriate procedures. iManage will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services. Notwithstanding the foregoing, all prices for Software and Support and Maintenance Services purchased through an Approved Reseller shall be payable by Customer to such Approved Reseller in accordance with the terms and conditions agreed between Customer and such Approved Reseller.
5. **Invoices and Payment.** Customer agrees to pay all undisputed invoiced amounts within thirty (30) days of iManage’s invoice date. If Customer fails to make undisputed payments when due, iManage may suspend or cancel performance of open Orders or Support and Maintenance Services or terminate Customer’s use of the Software. Notwithstanding the foregoing, evidence of payment by Customer of all invoices properly due and payable by it to an Approved Reseller, whether in respect of Software license fees and/or fees for Support and Maintenance Services, shall be final and absolute proof of receipt thereof, and shall discharge in full all payment obligations by Customer to iManage for the use of the Software and/or Support and Maintenance Services. If Customer properly pays an Approved Reseller, failure by such Approved Reseller to make any requisite payments to iManage in respect of the subject matter hereof shall not affect the validity or enforceability of iManage’s obligations hereunder, nor shall it affect the validity of any license grant which is subject to this Agreement.

6. **Delivery.** iManage may elect to deliver Software and related Software product/license information to Customer by electronic transmission or via download.
7. **Support and Maintenance Services.** Customer must purchase and receive Support and Maintenance Services for the Software for the first twelve (12) consecutive months beginning at the date of delivery of the Software in accordance with Customer's agreement with iManage and/or an Approved Reseller. After such non-cancellable, non-refundable initial Support and Maintenance Services term, Customer may elect in writing not to purchase and receive additional Support and Maintenance Services. Provided Customer is current in its payment of all Support and Maintenance Services fees, the renewal rate for Support and Maintenance Services fees will be the previous year's rate plus an increase not to exceed five percent (5%). Should Customer allow Support and Maintenance Services to lapse, reinstatement will be subject to the payment of applicable Support and Maintenance Services fees for the lapsed period plus a fifteen percent (15%) reinstatement fee.

At all times when Customer has purchased Support and Maintenance Services from iManage or an Approved Reseller, iManage will provide Support and Maintenance Services in accordance with the terms set forth at (the "**Support and Maintenance Services Terms**"):

[https://support.imanage.com/worksite/iManage\\_Maintenance\\_Terms.pdf](https://support.imanage.com/worksite/iManage_Maintenance_Terms.pdf). In the event the Support and Maintenance Services Terms contain an equivalent term as that in this Agreement, or there is a conflict between a term in the Support and Maintenance Services Terms and this Agreement, the terms in this Agreement shall prevail.

Support and Maintenance Services will include provision of such updates, upgrades, bug fixes, patches and other error corrections (collectively, "**Updates**") as iManage makes generally available free of charge to all licensees of the Software then entitled to Support and Maintenance Services. iManage may develop and provide Updates in its sole discretion. Customer further agrees that all Updates will be deemed Software, and related documentation will be deemed Supporting Material, all subject to all terms and conditions of this Agreement. Customer acknowledges that iManage may provide some or all Updates via download from a website designated by iManage and that Customer's receipt thereof will require an internet connection, which connection is Customer's sole responsibility. iManage has no obligation to provide Updates via any other media.

8. **Eligibility.** iManage's service, support and warranty commitments do not cover claims resulting from: (i) non-compliance with the Supporting Material, including improper use, site preparation, or site or environmental conditions; (ii) modifications or improper system maintenance or calibration not performed by iManage or authorized by iManage; (iii) failure or functional limitations of any non-iManage software or product impacting systems receiving iManage support or service; (iv) malware (e.g. virus, worm, etc.) not introduced by iManage; or (v) abuse, negligence, accident, fire or water damage, electrical disturbances or other causes beyond iManage's control.
9. **Dependencies.** iManage's ability to deliver services, including, but not limited to, Support and Maintenance Services, will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
10. **Software Performance.** iManage warrants that the Software will conform materially to its specifications and be free of malware at the time of delivery. iManage warranties for the Software will begin on the date of delivery of the Software and will last for ninety (90) days (the "**Warranty Period**"). iManage does not warrant that the operation of the Software will be uninterrupted or error-free or that the Software will operate in hardware and software combinations other than as authorized by iManage in Supporting Material.

11. **Services Performance.** Services, including Support and Maintenance Services, are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and iManage will re-perform any service that fails to meet this standard.
12. **Product Warranty Claims.** If iManage receives notice of a valid warranty claim during the Warranty Period, iManage will either repair the relevant defect or replace the Software. If iManage is unable to complete the repair or replace the Software within a reasonable time, Customer will be entitled to a full refund of the Software fees upon the prompt written confirmation by Customer that the relevant Software has been destroyed or permanently disabled.
13. **Remedies.** This Agreement states Customer's sole and exclusive remedies for warranty claims. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10, THE SOFTWARE AND SUPPORTING MATERIAL ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IMANAGE, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES (AS DEFINED HEREIN) AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND SUPPORTING MATERIAL, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, IMANAGE PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
14. **Intellectual Property Rights.** No transfer of ownership of any intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**"), will occur under this Agreement. Customer grants iManage a non-exclusive, worldwide, royalty-free right and license to any Intellectual Property Right that is necessary for iManage and its designees to perform the ordered services. If deliverables are created by iManage specifically for Customer and identified as such in Supporting Material, iManage hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally. Customer shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.
15. **Intellectual Property Rights Indemnification.** iManage will indemnify, defend and hold harmless Customer from and against losses incurred by Customer arising out of or relating to any action by a third party (other than an Affiliate (as defined below) of Customer) to the extent that such losses arise from any allegation in such action that the Software infringes the Intellectual Property Rights of such third party. iManage will rely on Customer's prompt notification of the claim and cooperation with iManage's defense. iManage may modify the Software so as to be non-infringing and materially equivalent, or iManage may procure a license. If these options are not available, iManage will refund to Customer the amount paid for the affected Software in the first year or the depreciated value thereafter. iManage is not responsible for claims resulting from any unauthorized use of the Software. This Section 15 shall also apply to deliverables except that iManage is not responsible for claims to the extent resulting from deliverables content or design provided by Customer.

16. **License Grant.** iManage grants Customer a non-exclusive, non-transferable, non-sublicensable, limited license to use the Software delivered to Customer unless otherwise listed in the Order. Permitted use is for internal purposes only (and not for further commercialization).

Notwithstanding the foregoing, Customer is entitled to make the Software and the Supporting Material available to authorized users employed by its Affiliates provided that: (i) Customer will be responsible for the fees and the acts and omissions of its Affiliates (and their authorized users); (ii) Customer is liable for ensuring that its Affiliates (and their authorized users) comply with the terms of this Agreement; and (iii) Customer shall ensure that any rights or remedies arising in connection with this Agreement will be actionable against iManage solely by Customer and not by any Affiliate except that Customer will be entitled to treat losses of its Affiliates as if they are losses of Customer.

For the purposes of this Agreement, “**Affiliate**” of a party means any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such party.

17. **License Restrictions.** Customer may make a copy or adaptation of the Software only for archival purposes or when it is an essential step in the authorized use of the Software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy the Software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer’s intranet require restricted access by authorized users only. Customer will also not: (i) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software or Supporting Material or any part thereof; (ii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof; (iii) remove, delete, alter or obscure any Intellectual Property Rights or notices provided on or with the Software or Supporting Material, including any copy thereof; (iv) use the Software or Supporting Material in violation of any law, regulation or rule; or (v) use the Software or Supporting Material for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to iManage’s commercial disadvantage.
18. **License Term and Termination.** Subject to Section 28, any license granted is perpetual. Immediately upon termination, Customer will either destroy all copies of the Software or return them to iManage, except that Customer may retain one copy for archival purposes only.
19. **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the Software or this Agreement except as permitted by iManage.
20. **License Compliance.** iManage may audit Customer compliance with this Agreement. Upon reasonable notice, iManage may conduct an audit during normal business hours (with the auditor’s costs being at iManage’s expense). If an audit reveals an underpayment, then Customer will pay to iManage such underpayment. If a discovered underpayment exceeds five percent (5%) of the contract price, Customer will reimburse iManage for the auditor costs.
21. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as long as the information remains confidential. These obligations do not cover information that: (i) was known or becomes known to the receiving

party without obligation of confidentiality; (ii) is independently developed by the receiving party; or (iii) where disclosure is required by law or a governmental agency.

**22. Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. iManage does not intend to have access to personally identifiable information (“**PII**”) of Customer in providing services. To the extent iManage has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. iManage will use any PII to which it has access strictly for purposes of delivering the services ordered.

**23. US Federal Government Use.** The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if Customer is the US Government or any contractor therefor, Customer shall receive only those rights with respect to the Software and Supporting Material as are granted to all other end users under license, in accordance with (i) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (ii) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

**24. Global Trade compliance.** Software products and services provided under this Agreement are for Customer’s internal use and not for further commercialization. The Software and Supporting Material may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export or release the Software or Supporting Material to, or make the Software or Supporting Material accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Customer shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software or Supporting Material available outside the US or UK, as applicable. iManage may suspend its performance under this Agreement to the extent required by laws applicable to either party.

**25. Limitation of Liability.** iManage’s total aggregate liability to Customer under this Agreement shall not exceed Two Million Dollars (\$2,000,000.00). Neither Customer nor iManage will be liable for lost revenues or profits, downtime costs, loss or damage to data or incidental, indirect, exemplary, special or consequential costs or damages. This Section 25 does not limit either party’s liability for: (i) reserved; (ii) death or bodily injury caused by a party’s negligence; (iii) damage to tangible property; or (iv) wilful misconduct or gross negligence of a party.

**26. Indemnification and Insurance.**

To the furthest extent allow by law, iManage shall defend, indemnify and hold harmless the Customer from and against any and all direct and indirect claims, losses, liabilities, damages, costs and expenses (including losses and costs incurred by Customer and any reasonable attorney’s fees and costs) which arising from iManage’s negligence or willful misconduct; a breach of iManage’s confidentiality (information not of public record) obligations arising from iManage’s negligence or willful misconduct; or iManage’s violation of a law applicable to iManage’s performance under the contract. The Customer must notify iManage promptly in writing of the claim as soon as a loss is known and give iManage control over its defense or settlement with Customer’s approval, reasonable approval will not be withheld. The Customer agrees to provide iManage with reasonable assistance, cooperation, and information in defending the claim at iManage’s expense. iManage will defend, indemnify, and hold harmless the Customer from third-party claims that the iManage’s software and/or documentation infringes an intellectual property right in accordance with iManage’s standard contract language (Section 15).

If iManage subcontracts all or any portion of the services to be performed under this Agreement, iManage will be liable for such performance of the services as if iManage were performing those services. This section shall survive termination or expiration of this agreement.

## INSURANCE REQUIREMENTS

Throughout the life of this Agreement, IMANAGE shall pay for and maintain in full force and effect all insurance as required in Exhibit A with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CUSTOMER'S Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein.

27. **Force Majeure.** Neither party shall be liable to the other party for any delay or failure to perform its obligations hereunder due to riots, storms, floods, explosions, acts of God, acts of any governmental authority, war, terrorism or any other cause or causes which are beyond the reasonable control of such party ("**Force Majeure**"). The parties shall use their best efforts to avoid or, if unavoidable, minimize the effects of any Force Majeure upon the performance of their respective obligations under this Agreement.
28. **Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach. If either party becomes insolvent, unable to pay debts when due, or files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Customer may terminate this Agreement for Customer's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement. Any terms in this Agreement which by their nature extend beyond termination or expiration of this Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
29. **General.** This Agreement represents the entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties.
30. **Marketing.** Customer agrees that iManage may include Customer's name and logo on iManage's website and in iManage's list of customers, press releases and other promotional materials. Any customer logo or trademark usage will be in accordance with Customer's trademark and logo usage guidelines, if such guidelines are provided to iManage. Further, upon iManage's request, Customer agrees to (i) support the issuance of a press release by iManage on its selection and/or deployment at Customer's site, which will be approved by Customer in writing prior to issuance, (ii) act as a confidential reference for a reasonable number of reference calls which will be arranged at a mutually convenient time, and (iii) support the development of a case study on its deployment, which will be approved by Customer in writing prior to issuance.
31. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws as set forth in the table below, without giving effect to conflict of law or choice of law principles. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods is specifically excluded from application to this Agreement. Any and all actions, suits or judicial proceedings upon any claim arising from or relating to this Agreement shall be instituted and maintained in the city, state, territory, or province, as applicable, set forth in the table below. If either party may file an action, suit or judicial proceeding in a federal court, such action, suit or judicial proceeding shall be in a federal court seated in the state, territory or province, as applicable, as set forth in the table below.

<u><b>If Customer is domiciled in:</b></u>	<u><b>The governing Law is:</b></u>	<u><b>Venue lies exclusively in courts sitting in:</b></u>
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## Exhibit A

### INSURANCE REQUIREMENTS

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability as broad as that which is provided by the ISO Commercial General Liability coverage form CG0001 04/13 or its equivalent.
2. Cyber Liability (including technology Errors and Omissions) insurance appropriate to the professional services provided. Coverage shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

#### MINIMUM LIMITS OF INSURANCE

IMANAGE shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CUSTOMER, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (i) \$1,000,000 per occurrence for personal and advertising injury;
  - (ii) \$2,000,000 aggregate for products and completed operations; and,
  - (iii) \$2,000,000 general aggregate
2. CYBER LIABILITY (INCLUDING TECHNOLOGY ERRORS AND OMISSIONS) insurance with limits of not less than:
  - (ii) \$2,000,000 per claim/occurrence; and,
  - (iii) \$4,000,000 policy aggregate

#### UMBRELLA OR EXCESS INSURANCE

In the event IMANAGE purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CUSTOMER, its officers, officials, employees, agents, and volunteers.



## DEDUCTIBLES AND SELF-INSURED RETENTIONS

IMANAGE shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and IMANAGE shall also be responsible for payment of any self-insuredretentions.

(i)

## OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability insurance policy is to contain, or be endorsed to contain, the following provisions:

3. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. IMANAGE shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurancecompany endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
4. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers that are different from the protection afforded to iManage's other customers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
5. For any claims relating to this Agreement, IMANAGE'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of IMANAGE'S insurance and shall not contribute with it. IMANAGE shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

If the Technology Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by IMANAGE.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by IMANAGE, IMANAGE must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice in accordance with policy provisions. IMANAGE is also responsible for providing written notice to the CITY under the same terms and conditions. Upon City's request IMANAGE shall furnish CITY with a new certificate and applicable endorsements

for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, IMANAGE shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by IMANAGE shall not be deemed to release or diminish the liability of IMANAGE, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by IMANAGE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of IMANAGE, its principals, officers, agents, employees, persons under the supervision of IMANAGE, vendors, suppliers, invitees, consultants, subconsultants, subcontractors, or anyone employed directly or indirectly by any of them.

#### VERIFICATION OF COVERAGE

Upon request, IMANAGE shall furnish CUSTOMER with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. This requirement shall survive expiration or termination of this Agreement.