



TERMS AND CONDITIONS

1. CHARGING AS A SERVICE

1.1 Company shall provide to Customer the following bundled subscription services (“Electric Vehicle Charging as a Service” or “CaaS”): (i) certain electric vehicle supply equipment (“EVSE”), including installation and removal if elected, and (ii) the EV Connect platform as a service which is integrated into the EVSEs to allow you to control and monitor EVSE usage (“EV Cloud”).

1.2 Customer may elect to have Company install and remove EVSEs (“Installation and Removal Services”). In connection with its performance of the Installation and Removal Services, Company agrees that it shall (i) promptly execute and submit any documentation reasonably requested by Customer for obtaining necessary licenses and permits for the electrical work and installation, (ii) perform in a professional and timely manner, and (iii) upon completion, remove all its waste materials, tools, construction equipment, machinery and surplus EVSE from and around the Customer’s premises.

1.3 If applicable, upon completion of Company’s Installation and Removal Services, Customer shall promptly inspect and deliver in writing any objections to the performance to Company within two (2) business days. Acceptance of installation shall not be unreasonably withheld. If objections are timely made, Company shall have a reasonable time to cure.

1.4 If applicable, where Customer has elected for Company’s Installation and Removal Services, upon termination, Customer hereby grants Company the right to enter the Customer’s premises to remove the EVSEs, including any additional products provided by the Company in connection therewith. When removing the EVSEs, Company shall return the Customer’s premises to a useful and safe condition. Customer hereby explicitly acknowledges that Company has no obligation to return the premises to its pre-installation condition after removal of EVSEs.

1.5 Where Customer forgoes the Installation and Removal Services, Customer shall be entirely responsible for the financial and legal liabilities associated with (i) installation and removal parts and labor, (ii) licenses and permits, (iii) returning the EVSEs to Company, and (iv) damage to the EVSEs or Customer’s premises arising from installation, removal or return shipping. Unless Section 1.4 applies or Customer has paid Company the fair market value of the EVSEs (and additional products), should Customer fail to return the EVSEs within thirty (30) days of termination, Company may enter the Customer’s premises to remove the EVSEs and additional products and invoice Customer for the cost of such removal.

1.6 Within ten (10) business days of Customer’s acceptance of the Company’s installation or Customer’s written notice to Company that the EVSEs are ready for commissioning, Company shall complete the Initial Commissioning. As used

herein, “Initial Commissioning” means the (i) integration of the EV Cloud with the EVSEs and (ii) activating the EV Cloud network so that the Customer can register on the EV Cloud platform to control and monitor the EVSEs that have been equipped with the EV Cloud software (“Admin Portal”).

1.7 Company will use commercially reasonable efforts to provide Customer the EV Cloud in accordance with the Service Level Terms attached hereto as Exhibit A.

1.8 Company will use commercially reasonable efforts to provide Customer with reasonable technical and warranty support services for the EVSEs pursuant to the terms in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to (i) the EV Cloud or any software, documentation or data related to the EV Cloud (“Software”) or (ii) the EVSEs; modify, translate, or create derivative works based on the EV Cloud, Software or EVSEs (except to the extent expressly permitted by Company or authorized within the EV Cloud); use the EV Cloud, Software or EVSEs for timesharing or service bureau purposes or otherwise for the benefit of a third party; interfere with or disrupt the integrity of the EV Cloud, Software or EVSEs; or remove any proprietary notices or labels from the EV Cloud, Software or EVSEs. Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such EV Cloud, Software and EVSEs during the Term only in connection with these Terms and Conditions.

2.2 Customer represents, covenants, and warrants that Customer will use the EV Cloud, Software and EVSEs only in compliance with these Terms and Conditions, any standard published policies of the Company or an EVSE manufacturer provided to Customer, and all applicable laws and regulations, including but not limited to regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of EV Cloud, Software or EVSEs. Although Company has no obligation to monitor Customer’s use of the EV Cloud, Software or EVSEs, Company may do so and may prohibit any use of the EV Cloud, Software or EVSEs it believes may be (or alleged to be) in violation of the foregoing.

2.3 Company shall not be responsible for, and makes no representation or warranty with respect to the following: (i) continuous availability of electrical service to any of Customer's EVSEs; (ii) availability of or interruption of the EV Cloud network attributable to unauthorized intrusions; and (iii) continuous availability of any wireless or cellular communications network or internet service provider network necessary for the continued operation by Company of EV Cloud.

2.4 Customer represents and warrants that it has the power and authority to (i) enter into and be bound by these Terms and Conditions, (ii) utilize, without restriction, the EV Cloud and EVSEs, (iii) permit access to and alteration of its premises in connection with installation, maintenance and removal of the EVSEs and EV Cloud software, (iv) utilize, without restriction, the electricity connected to the EVSEs.

2.5 Customer is solely responsible for setting the rates of any Base Session Fees and Driver Discounts (as those terms are defined in Section 4.1), maintaining the accuracy of its contact information in the Admin Portal, protecting the confidentiality of its login credentials for the Admin Portal, maintaining the environment in which the EVSEs have been installed to ensure the security and safekeeping of the EVSEs, and adequately insuring the EVSEs for damages caused by Driver misuse or third party tampering or vandalism.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the CaaS. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the CaaS ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the CaaS or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (i) the EV Cloud and Software, all improvements, enhancements or modifications thereto, (ii) any

software, applications, inventions or other technology developed in connection with implementation services, such as custom API development ("Implementation Services") or support, (iii) the EVSEs, and (iv) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the CaaS and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and so long as Customer Data is anonymized, Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the CaaS for other development, diagnostic and corrective purposes in connection with the CaaS and other Company offerings, and (ii) disclose such data in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. CONSIDERATION; PAYMENT OF FEES; FINANCIAL LIABILITIES

4.1 As used in this Section 4, the following definitions shall apply:

(i) "Base Session Fees" means the gross fees charged to Drivers for Drivers' use of Customer's EVSEs, according to the pricing policy designated by Customer via the Admin Portal, less any Driver Discounts.

(ii) "CaaS Subscription Fees" means the one-time upfront, annual, quarterly or monthly fees dues to the Company in connection with Customer's subscription to the CaaS.

(iii) "Charge Backs" means any costs or loss incurred by Company in connection with the expected collection of the Base Session Fees, including but not limited to payment reversals, chargeback fees or refunds issued to Drivers.

(iv) "Driver Discounts" means any applicable discounts to charging session rates that have been designated by the Customer via the Admin Portal.

(v) "Drivers" means end users that have created an account with Company to utilize the EVSEs that have been equipped with the EV Cloud software.

(vi) "Net Deficit" means the quarterly sum of the (a) Transaction Fees, (b) Charge Backs, and (c) Tax and Compliance Costs less the Base Session Fees.

(vii) "Net Session Fees" means the quarterly Base Session Fees less the quarterly sum of the (a) Transaction Fees, (b) Charge Backs, and (c) Tax and Compliance Costs.

(viii) "Set-Off" means the agreement by Company to collect any Net Deficit owed by Customer from future Net

Session Fees.

(ix) “Tax and Compliance Costs” means any Taxes and Compliance Costs paid by the Company (as such terms are defined in Sections 4.7 and 4.8).

(x) “Transaction Fees” has that certain meaning set forth in the Sales Order (typically a percentage of the Base Session Fees intended to cover the Company’s credit card processing and other administrative costs).

4.2 Customer will pay Company the CaaS Subscription Fees as set forth in the Sales Order. Company may choose to bill through an invoice, in which case, full payment for invoices issued must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

4.3 If applicable, Customer will pay Company for any Implementation Services requested and authorized by Customer within thirty (30) days of receipt of an invoice.

4.4 Company reserves the right to change the CaaS Subscription Fees and Base Session Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department (host_support@evconnect.com).

4.5 So long as the quarterly Base Session Fees exceed the quarterly sum of all Transaction Fees, Charge Backs and Tax and Compliance Costs, Customer shall be entitled to any Net Session Fees, less any applicable Set-Offs, on a quarterly basis, which shall be payable by Company to Customer on or by the thirtieth (30th) day following the end of each fiscal quarter.

4.6 In the event the quarterly sum of Transaction Fees, Charge Backs and Tax and Compliance Costs exceeds the quarterly Base Session Fees, Company shall be entitled to the Net Deficit, on a quarterly basis, which, unless the Company has agreed to a Set-Off, shall be payable by Customer to Company on or by the thirtieth (30th) day following Company’s issuance of an invoice for such Net Deficit. In the event a Net Deficit occurs on an on-going basis (more than twice in a twelve-month period), Company may require Customer to provide authorization for Company to automatically debit a bank account or charge a credit card for such Net Deficits fees.

4.7 Customer shall be financially responsible for all taxes associated with CaaS, Base Session Fees and Net Session Fees (including but not limited to any obligations that arise in connection with the sale of electricity, import or export) other

than U.S. taxes based on Company’s net income (“Taxes”).

4.8 Customer shall be financially responsible for all other fees charged by regulatory bodies in connection with the use of CaaS (including but not limited to fees that must be charged to Drivers (unless Drivers have covered such costs), permit fees, and customs fees) (“Compliance Costs”).

4.9 Any Taxes or Compliance Costs paid directly by Customer shall not be considered a part of, a deduction from, or an offset against, payments due to Company hereunder.

4.10 Company may immediately terminate the CaaS in the event full payment for invoices issued have not been received by Company within thirty (30) days after the mailing date of the invoice. In the event these Terms and Conditions are not terminated pursuant to Section 5, Customer may reactivate the CaaS upon payment of all outstanding invoices and a reactivation fee of \$250.

4.11 In addition to the Transaction Fees, where allowed by law, Company shall be entitled to any credits, benefits, rebates, refunds, or other intangible incentives, resulting from Customer’s use EVSEs, facilitated by the EV Cloud (“Credits”). However, should Customer have or gain the actual ability use any such Credits for its own benefit, Customer may revoke any of Company’s rights to such Credits as follows: (i) prior to the Initial Commissioning, immediately, upon written notice to Company, or (ii) following Initial Commissioning, on the sixtieth (60th) day following Customer’s written notice.

4.12 Customer acknowledges and agrees that Company may from time-to-time, without notice to Customer, charge an access fee directly to Drivers. Upon receipt of each Driver’s consent to the access fee, such access fees shall be charged directly to Drivers. Any access fees charged by Company to Drivers shall not be incorporated into the Base Session Fee or reported to Customer.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, these Terms and Conditions are for the Initial Service Term as specified in the Sales Order, and shall be automatically renewed for one (1) year periods (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 Customer may terminate these Terms and Conditions in the event Company (i) fails to complete the Initial Commissioning pursuant to Section 1.6, (ii) is unable to cure a breach of these Terms and Conditions within five (5) business day of notice, or (iii) becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. Upon such termination, Customer shall remain obligated to pay in-full for the CaaS up to and including the last day on which the CaaS are provided. In the event Customer paid any CaaS fees in advance, Customer shall be entitled to a refund

of any prepaid, unused fees for the CaaS.

5.3 Company may terminate these Terms and Conditions for convenience with thirty (30) days' notice. Upon such termination, Customer shall remain obligated to pay in-full for the CaaS up to and including the last day on which the CaaS are provided. In the event Customer paid any CaaS fees in advance, Customer shall be entitled to a refund of any prepaid, unused fees for the CaaS.

5.4 Either party may also terminate these Terms and Conditions upon thirty (30) days' notice. Where these Terms and Conditions are terminated for any reason other than those contemplated under Sections 5.2, 5.3, or 9.1, in addition to any other remedies the parties may have, Customer shall remain obligated to pay all SaaS Subscription Fees required under the Initial Term (or in the event of a renewal, the Term), the sum of which shall become due and payable immediately upon such termination.

5.5 Upon any termination, the EV Cloud license shall immediately cease and the Company shall have the right to remove the EVSEs, as set forth in Sections 1.4 and 1.5. Customer agrees that it shall not interfere with, and will cause its employees and agents not to interfere with, Company in conjunction with the removal of the EVSEs.

5.6 All sections of these Terms and Conditions which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. OWNERSHIP OF EQUIPMENT

The EVSEs shall remain the personal property of Company, regardless of the manner in which they may be attached to any other property. Customer shall not permit any lien or other legal process to be attached to the EVSEs, and immediately notify Company in the event of any of the foregoing. Customer acknowledges that, for purposes of the Uniform Commercial Code, the EVSEs are provided to Customer pursuant to a subscription service, and not a secured financing. Company may make such filings under the Uniform Commercial Code, and in such jurisdictions, as it deems necessary in its sole discretion.

7. WARRANTY AND DISCLAIMER

7.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the EV Cloud in a manner which minimizes errors and interruptions in the EV Cloud and, if applicable, shall perform the Implementation Services in a professional and workmanlike manner. The EV Cloud may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, including but not limited to cellular, data network or equipment failures, but Company shall use reasonable efforts to provide advance notice

in writing or by e-mail of any scheduled service disruption.

7.2 HOWEVER, COMPANY DOES NOT WARRANT THAT THE EV CONNECT WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE EV CLOUD. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE EV CLOUD AND, IF APPLICABLE, IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.3 Subject to all exclusions set forth therein, the EVSEs are covered by the terms of the EVSEs' manufacturer's warranty (the "Warranty").

7.4 EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE EVSEs, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS BY THE EVSEs, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF EVSEs.

8. INSURANCE

At all times during the Term of these Terms and Conditions, Customer shall keep and maintain insurance coverage described in Exhibit C, or higher if required by law. Upon request, the Customer shall furnish, a certificate of insurance evidencing such insurance is in full force and effect.

9. INDEMNITY

9.1 Company shall hold Customer harmless from liability to third parties resulting from infringement by the CaaS of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the CaaS (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the CaaS are not strictly in accordance with these Terms and Conditions.

If, due to a claim of infringement, any of the CaaS are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the EV Subscription Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the EV Subscription Service, or (c) if neither of the foregoing is commercially practicable, terminate these Terms and Conditions and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the EV Subscription Service.

9.2 Customer shall indemnify, defend and hold Company and its affiliates, and any of their respective present and former directors, officers, members, shareholders, employees, representatives and agents, and all of its and their successors and assigns, harmless from and against any and all damages which arise out of or relate to: (i) Customer's negligent acts or omissions, recklessness or willful misconduct; (ii) the loss of life or any injury to persons or property due to conditions existing at Customer's premises, unless any such damages arise out of or relate to Company's negligence or willful misconduct; or (iii) installation, service and removal performed by Customer or a third party engaged by Customer.

10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE CaaS UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. MISCELLANEOUS

If any provision of these Terms and Conditions are found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that

these Terms and Conditions will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under these Terms and Conditions without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms and Conditions, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of these Terms and Conditions and Customer does not have any authority of any kind to bind Company in any respect whatsoever. Any disagreements shall be settled by arbitration in accordance with the rules of JAMS, Inc. In any action or proceeding to enforce rights under these Terms and Conditions, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under these Terms and Conditions will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

EXHIBIT A

Service Level Terms

Except for scheduled maintenance and any downtime resulting from outages of third-party connections or utilities (including but not limited to electrical, cellular and Internet service interruptions) or other reasons beyond Company's control ("permitted downtime"), Company shall ensure the reasonable functionality of the CaaS. In the event non-permitted downtime continues for more than three (3) business days, Customer's sole and exclusive remedy, and Company's entire liability, in connection with the CaaS availability shall be a pro-rata reimbursement, reflecting the portion of downtime as compared to the portion of total expected uptime during the applicable period.

EXHIBIT B

Company will provide technical support to Customer via both telephone and electronic mail on weekdays during the hours of 8:00 am through 5:00 pm Pacific Time, with the exclusion of Federal Holidays (“Support Hours”).

Customer may initiate a Helpdesk ticket during Support Hours by calling (888) 780-0062.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

EXHIBIT C

Insurance Requirements

Commercial General Liability

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|---------------------|--|
| Limits | \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate and Products/Completed Operations Aggregate (Separately) |
| Coverage | Occurrence Form, Commercial General Liability including Personal Injury, Products Liability, Completed Operations, Blanket Contractual and Broad Form Property Damage Coverage, Clients and Contractors Protective. Should provide primary (and not contributing) coverage, containing cross-liability and severability of interest clauses. |
| Per Location Limits | General Aggregate Limit applies per location. |

Automobile Liability

| | |
|---|---|
| Bodily Injury & Property Damage Combined Single Limit | \$1,000,000 Each Accident |
| Coverage | Comprehensive Form including Employer's Non-Owned & Hired Liability providing primary (and not contributing) coverage, containing cross-liability and severability of interest clauses. |

Workers Compensation

Statutory Benefits

Employers' Liability

\$500,000 Employers' Liability

This Workers' Compensation and Employer's liability insurance must contain a waiver by the insurer of all rights of legal and conventional subrogation against Client and Property Management Company.

Umbrella/Excess Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate