

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 2024 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and eLOCK TECHNOLOGIES LLC, a California single-member limited liability company, whose address is 800 Heinz Avenue, Suite #11, Berkeley, CA 94710 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: electronic bicycle locker maintenance and services. Provider was selected on a sole source basis because they are the manufacturer of the bicycle lockers and have the unique, specialized knowledge to provide these services.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on the ___ day of _____ 2024.
- E. The City and Provider desire to enter into an agreement for annual services and maintenance of City-owned electronic bicycle lockers plus additional upgrades, renovations, relocations and modifications, as needed, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 1st day of January 2025, and shall terminate on the 31st day of December 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. Provider shall submit to the City an invoice for the work performed on a quarterly basis for the total amount of work done the previous quarter. For any additional services that are not part of the regular locker services and maintenance per the Service and Operations Scope of Work (Exhibit A), by the 7th day of each month after such work is completed, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. Compensation for work done under this Agreement, shall not exceed as follows:

01/01/25 to 12/31/25 total compensation shall not exceed \$19,000
01/01/26 to 12/31/26 total compensation shall not exceed \$18,000
01/01/27 to 12/31/27 total compensation shall not exceed \$18,000
01/01/28 to 12/31/28 total compensation shall not exceed \$18,000
01/01/29 to 12/31/29 total compensation shall not exceed \$17,000
Total five-year compensation shall not exceed **\$90,000**

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of

defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.


Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider’s profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Provider. If not covered under Provider’s liability policy, such “property” coverage of the City may be endorsed onto Provider’s Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance

requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Planning, Building and Transportation Department
2263 Santa Clara, Avenue, Room 120
Alameda, CA 94501
ATTENTION: Rochelle Wheeler, Senior Transportation Coordinator
Ph: (510) 747-74442

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

eLOCK Technologies LLC
800 Heinz Avenue, Suite #11
Berkeley, CA 94710
ATTENTION: Steven Grover, President & CEO
Ph: (510) 549-2853

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Planning, Building and Transportation Department
2263 Santa Clara, Avenue, Room 120
Alameda, CA 94501
ATTENTION: Rochelle Wheeler, Senior Transportation Coordinator
Ph: (510) 747-74442

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with

all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment

(e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy

of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

eLock Technologies LLC
a California single-member LLC

CITY OF ALAMEDA
a municipal corporation

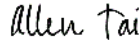


Steven Grover
President & CEO

Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

Signed by:



E83382141C4D41A...
Allen Tai

Planning, Building & Transportation
Director

APPROVED AS TO FORM:
City Attorney

Signed by:



602D2042F63E426...
Daniel J. Turner

Deputy City Attorney



800 Heinz Avenue, Suite 11
Berkeley, CA 94710
Office (510) 549-2853
Fax (510) 549-9157
info@elocktech.com

BIKELINK® SERVICE AGREEMENTS

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I. BIKELINK® SOFTWARE LICENSE AGREEMENT

GRANT OF LICENSE AND RESTRICTIONS

Subject to the License Terms contained in this BikeLink® Software License Agreement and payment of all fees as provided in the PURCHASE AGREEMENT, ELOCK grants to City a non-sublicensable, nonexclusive right to use the software loaded on BikeLink® equipment listed in Section 3 below along with all web-based software accessed through an City login at www.bikelink.org (collectively the "SOFTWARE") strictly in accordance with the related user documentation including the Product Manual for Access Control Kiosk, or Gen 5 eLocker with BikeLink® Software (collectively the "Documentation") and any terms and procedures ELOCK may prescribe from time to time. The SOFTWARE shall be provided to City as a term-based license for the term specified in Section 2 below. ELOCK retains complete Cityship of all SOFTWARE. City will maintain the copyright notice and any other notices that appear on the SOFTWARE and on any copies and any media. As further specified in Section 4 herein, City will not (and will not allow any third party to) (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the SOFTWARE (except to the extent that applicable law prohibits reverse engineering restrictions), or (ii) provide, lease, lend, or use the SOFTWARE for time sharing purposes.

The features and functionality provided by the Software are described in the Documentation. Services associated with this BikeLink® Software License are described in sections 6, 7, and 8 below.

By using the BikeLink® Software, City understands and agrees that City is joining the BikeLink® inter-agency facility network, and is subject to the operational terms and conditions outlined herein which are designed to ensure continuing interoperability and access by USERS throughout the network.

This BikeLink® Software License, provided by ELOCK extends to the City or agency with control over a BikeLink® facility or equipment. Rights and responsibilities are automatically transferred to any subsequent City or agency with control over a BikeLink® facility or equipment.

1. DEFINITIONS

"ELOCK" is the company eLock Technologies LLC, with principal place of business at 800 Heinz Avenue #11 Berkeley CA 94710. ELOCK also does business as "BikeLink®"

"BikeLink®" is the name of the bike parking and bike sharing system created by eLock Technologies LLC.

"City" is the original purchaser and/or entity with control over a BikeLink® facility.

"ACCESS DEVICE" is any uniquely assigned ID device, including the BikeLink® Smart Card, BikeLink® Android or iOS App, Regional Transit Card or Credit Card assigned to a particular User and registered to their profile in the BikeLink® user database

"USER" is an individual who has obtained one or more BikeLink® access devices and is registered in the BikeLink® database.

"ELOCKER" is a multi-SPACE electronically controlled enclosure.

"KIOSK" is an electronic control and user interface device that controls access to group parking facilities.

"SPACE" is an enclosure or docking device within an ELOCKER capable of securing one bicycle or other small vehicle.

"CONTROLLER" is an electronic control and user interface device that controls access to one or more SPACES.

"GATEWAY" is a device enabling remote communications with a group of CONTROLLERs at a specific location.

"ADMINISTRATIVE DEVICE" is a device which enables updating software, collection or viewing of CONTROLLER status, settings and data, modification of CONTROLLER settings or states, and ability to gain entry into a SPACE.

2. TERM OF LICENSE

This License Agreement shall remain in effect as long as the equipment remains in operation and any fees agreed to in the original SERVICE PROVIDER AGREEMENT are paid in full, unless terminated by mutual agreement.

3. EQUIPMENT

This License is for use of the SOFTWARE loaded on equipment listed below. Additional locations may be added to this Agreement upon written request by City and written acceptance by ELOCK.

Location Name	Quantity	Product	Spaces	Controllers
City of Alameda: Civic Center Garage	4	G3b Quads	16	8
City of Alameda: Harbor Bay Ferry Terminal	4	G3b Quads	16	8
	2	G5 Quads	8	4
City of Alameda: Webster and Atlantic	3	G5 Quads	12	6
City of Alameda: Seaplane Lagoon Ferry Terminal	6	G5 Quads	24	12
City of Alameda: City Hall	1	G5 Quad	4	2
City of Alameda: Main Street Ferry Terminal	5	G5 Quads	20	10
City of Alameda: Bohol Circle Immigrant Park I	3	G5 Quads	12	6
		TOTAL	112	56

4. LICENSE TERMS AND CONDITIONS

By taking control of equipment using the BikeLink® system, you (the City, or entity with control) agree to the following terms and conditions:

- 4.1. **SCOPE** This License grants the City the right to use the SOFTWARE installed on individual BikeLink® controllers or Kiosks; it is not a general site license. This License covers only the SOFTWARE.
- 4.2. **BIKELINK SYSTEM USER AGREEMENT** City agrees to support and uphold the terms and conditions of the universal BikeLink® System User Agreement, including the privacy policy regarding user information. Available at: www.bikelink.org/useragreement
- 4.3. **INTER-AGENCY FACILITY NETWORK** City agrees to support the BikeLink® inter-agency facility network. Specifically, City agrees to permit ELOCK dba BikeLink® to:
 - a. Sell ACCESS DEVICES directly to users for BikeLink® equipment purchased by the City,
 - b. Provide information and assistance directly to users,
 - c. Maintain a complete USER information database which allows any BikeLink® System Facility owners to look up an individual USER’s information,
 - d. Maintain the universal BikeLink® System User Agreement on behalf of all Facility owners,
 - e. Track usage at the City’s facility and report, or publish it in an aggregated form,
 - f. Attach to each locker a small sign, sticker, label or other similar item, displaying ELOCK’s name, address, BikeLink® logo, contact information, and product information such as model number,
 - g. Attach a sign at each location approximately 18" x 24" in size displaying the BikeLink® logo and information about how to use the BikeLink® system.
- 4.4. **ADMINISTRATIVE DEVICES** City agrees to carefully safeguard BikeLink® ADMINISTRATIVE DEVICES, and to adhere to the following terms for security purposes:
 - 4.4.1. ADMINISTRATIVE DEVICES are non-transferable.
 - 4.4.2. ADMINISTRATIVE DEVICES require PINs (Personal Identification Numbers) for use.

4.4.2.1 *ADMINISTRATIVE DEVICES' PINs are to be personalized and unique. PINs cannot be a repeating number or a simple sequence. E.g. 1-2-3-4 or 4-4-4-4.*

4.4.2.2 *ADMINISTRATIVE DEVICES' PINs are not to be written down on the devices or otherwise.*

4.4.3. *If an ADMINISTRATIVE DEVICE is lost, please notify eLock immediately.*

4.4.4 *City agrees that ADMINISTRATIVE DEVICES' PINs are not to be stored with ADMINISTRATIVE DEVICE*

- 4.5. **ACCESS RESTRICTION** *City may restrict access to a BikeLink® facility under City's control, by setting up restricted access zones. To permit access, City must obtain from ELOCK a unique access code, associated with each individual user's standard BikeLink® access device to whom City wishes to grant access. A nominal fee is charged for each access code generated by ELOCK. The access code permanently adds permissions for the specified access zone to the user's BikeLink® access device.*

Information collected upon issuing an access code, beyond the standard information requested from every BikeLink® user upon access device activation, need not be shared with other facility owners via the BikeLink® database. However, neither restricting access to City's BikeLink® Facility by implementing access zones, nor issuing access codes to vetted users, releases City from obligations to the BikeLink® inter-agency facility network as described above.

USERS who have been issued access codes for a specific BikeLink® facility retain the ability to access other unrestricted BikeLink® facilities. Therefore, to protect the interests of other Facility owners, all USERS' information must be included in the BikeLink® database even if the USER's primary BikeLink® location is one with restricted access.

- 4.6. **REVENUE AND RENTAL RATES** *The BikeLink® system relies on rental charges accruing in proportion with actual rental time in order to encourage turnover and effectively deter monopolization of the resource by some users. City agrees that the base rental rate of its ELOCKERS will remain set at between \$0.05 and \$0.10 per hour and that the expired rental rate charged whenever a user allows their meter to expire will be set at least two times the base rental rate. City agrees that the system-wide base rental rate may be periodically adjusted in accordance with changes in the U.S. Consumer Price Index. To compensate ELOCK for the services described in sections 5 and 6, which are provided for as long as the BikeLink® facility is in operation, City agrees that all revenue up to \$0.12 per hour and 10% of revenue above \$0.12 per hour will be retained by eLock, and that any remaining revenue will be transferred to City on an annual basis. Alternatively, if the base rental rate is set below \$0.05 per hour, City agrees to compensate ELOCK for the difference between the actual rental rate and \$0.10 per hour.*

- 4.7. **PRIMARY CONTACT** *To facilitate ELOCK's provision of the services described in section 6, ELOCK shall be the primary contact for USERS. ELOCK's (dba "BikeLink") contact information shall be displayed prominently at BikeLink® locations so USERS know who to contact for assistance.*

- 4.8. **USE OF FACILITY-SPECIFIC USAGE DATA** *For research and marketing purposes, ELOCK retains the right to collect and publish facility-specific usage data. ELOCK shall report usage data only in aggregate and shall not publicly disclose any user-specific details.*

- 4.9. **TRANSFERABILITY** *Upon transfer of Cityship or control of BikeLink® equipment by City to another City or entity, City agrees to provide a copy of this License to that entity and the new City or entity shall be bound by the terms herein.*

- 4.10. **LIMITATIONS ON TRANSFERABILITY** *The SOFTWARE may only be used in connection with the BikeLink® facility or equipment as provided under applicable quote and purchase order or in fulfillment of the specified PURCHASE AGREEMENT. City may not use, copy or transfer the SOFTWARE except as permitted herein. City may not sublicense, rent, lease, assign or transfer the SOFTWARE; provided, however that this License may be transferred to a third party who acquires the BikeLink® facility or equipment and who agrees in writing to be bound by the terms of this License.*

- 4.11. **EXCLUSIONS** *This License does not cover custom software that may in the past or future be developed for City or other customers of ELOCK which custom software shall be governed by an independent license agreement issued by ELOCK to City in connection with any such customization.*

- 4.12. **COPYRIGHT** *The SOFTWARE is protected by copyright laws and international copyright treaties. City may NOT: remove, decompile, reverse engineer, disassemble, modify, adapt, translate, overwrite, reprogram, or create derivative works based upon the SOFTWARE or any part thereof.*

- 4.13. **UNAUTHORIZED REMOVAL** Any unauthorized removal of the SOFTWARE, or the installation of any third-party software to be used in conjunction with the SOFTWARE, shall void the Limited Product Warranty, and result in immediate termination of this License.
- 4.14. **LIMITED PRODUCT WARRANTY** The Limited Product Warranty, incorporated herein by reference, contains the complete and exclusive warranty with respect to the SOFTWARE licensed hereunder.
- 4.15. **INTELLECTUAL PROPERTY** The SOFTWARE is the property and pre-existing work product of ELOCK. City shall not acquire any rights, including intellectual property rights of any kind or nature, in the SOFTWARE other than the License set forth herein. This provision extends to new software or software improvements that may be created after this License takes effect.
- 4.16. **CONFIDENTIALITY** The SOFTWARE is the proprietary information of ELOCK and constitutes the confidential information and trade secrets of ELOCK, and may not be disclosed by City to any person without the express written consent of ELOCK.
- 4.17. **JURISDICTION** This License will be governed by and construed in accordance with the laws of the State of California, United States (excluding conflicts of laws), and shall inure to the benefit of ELOCK and its successors and assigns. If any provision of this License is held by a court of competent jurisdiction to be invalid or unenforceable to any extent under applicable law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this License will remain in full force and effect. Any notices or other communications to be sent to ELOCK must be mailed by certified mail to the following address:

eLock Technologies, LLC
800 Heinz Avenue Suite 11
Berkeley, CA 94710
U.S.A.
Attention: Steven Grover, President

5. ONGOING SERVICES COVERED BY ACCESS DEVICE SALES REVENUE

- 5.1. **ACCESS DEVICE PRODUCTION & PROGRAMMING** ELOCK shall produce and program ACCESS DEVICES that are compatible with the current version of BikeLink® SOFTWARE.
- 5.2. **ACCESS DEVICE DISTRIBUTION & ACTIVATION** ELOCK shall maintain an inventory of access devices, and shall provide the following related services:
- Distribution of ACCESS DEVICES to retail vendors.
 - 24-hour web and telephone sales and distribution of ACCESS DEVICES and add value codes to USERS.
 - 24-hour web and telephone ACCESS DEVICE activation.
 - Web-based FAQs and other instructional information.

Note: City may elect to act as a vendor of ACCESS DEVICES. City understands and agrees that ACCESS DEVICES it may choose to sell shall not be different from those sold by other vendors, that such ACCESS DEVICES are subject to the universal BikeLink® System USER Agreement, that they may be used at any BikeLink® facility, and that USER information associated with all BikeLink® ACCESS DEVICES must be stored in the BikeLink® database and available to all BikeLink® facility owners.

- 5.3. **USER AGREEMENT** ELOCK shall maintain and periodically update the USER Agreement, also known as the "BikeLink® System User Agreement." ELOCK shall inform Citys and USERS of changes to the USER Agreement in accordance with notification obligations defined in the USER Agreement. ELOCK shall maintain the USER Agreement link at www.bikelink.org, and take reasonable measures to ensure USERS are informed of the USER Agreement before using the BikeLink® system.
- 5.4. **REMOTE USER SUPPORT** Upon receiving a query or problem report from a USER, ELOCK shall reply promptly with accurate information to all reasonable inquiries. Upon receiving a technical assistance request from a USER, ELOCK shall create an online problem report, and provide troubleshooting and telephone or email-based problem resolution

during normal business hours. ELOCK shall maintain the following additional remote USER support benefits and services:

- 24-hour telephone support for USERS to report problems, request a free taxi ride, or to request single use access device in cases where USER has lost his or her ACCESS DEVICE.
- Reimbursement of reasonable and necessary taxi ride costs actually incurred from BikeLink® facility up to \$20 in case USER is unable to retrieve a bicycle due to an equipment malfunction.
- One-time use cards (for cards under 13,000) and ID-verification for lost cards and similar situations.
- Lost Card Codes for USER's to retrieve their bike from an active rental in program if they lose their card.

5.5. **USER DATABASE MAINTENANCE** ELOCK shall maintain a web-based database of USER information and provide City with access to information stored on this database. ELOCK shall maintain an up-to-date off-site database backup.

5.6. **RENTAL TRANSACTION DATA** ELOCK shall maintain rental transaction data that has been uploaded to the BikeLink® web-based database. ELOCK shall maintain an up-to-date off-site rental transaction data backup. ELOCK shall provide online rental transaction data plotting and data download tools.

5.7. **SIGNAGE** ELOCK shall install, and City shall permit, one sign at each location approximately 18" x 24" in size displaying the BikeLink® logo and information about the BikeLink® system. Additional signs may be requested by City for an additional fee.

6. ONGOING SERVICES COVERED BY ANNUAL SOFTWARE LICENSE FEE

6.1. **SOFTWARE MAINTENANCE FOR SYSTEM INTEROPERABILITY** To maintain interoperability for BikeLink® users throughout the BikeLink® network of facilities, as well as compatibility with evolving changes in USER Access Device technologies, technology security standards, communications networks technologies, and point of sale technologies, ELOCK shall release ongoing SOFTWARE improvements including:

- SOFTWARE upgrades
- Security patches
- Ongoing web-based software maintenance

6.2. **ON-CALL NETWORK AND WEB APPLICATION TECHNICIANS** ELOCK shall provide specialized technical support services as required in its sole and reasonable discretion to troubleshoot and resolve technical issues that may arise.

6.3. **FACILITY CITY WEB PAGE** ELOCK shall provide password-protected City's web page customized for City's locations with up-to-date location information, ability to search USER database, ability to generate access codes, geo-coded cardholder location mapping, access to rental transaction data, and equipment documentation. ELOCK shall provide reasonable and necessary training to City on use of system at time of initial installation.

6.4. **LIMITATIONS ON USER DATABASE ACCESS BY CITY** To help ensure the USER information privacy, City access to database may be limited to individual queries, USERS in vicinity of City's facilities, and/or USERS who have previously accessed City's facilities.

6.5. **USER SUPPORT REPORTING** Problem reports prepared by ELOCK shall be available for review by City upon request on a case-by-case basis. USER queries and associated responses prepared by ELOCK shall be available for review by City upon request on a case-by-case basis.

6.6. **SERVICE RECORDS** Service records for any service performed by ELOCK shall be maintained by ELOCK. Service records shall be available for review by City upon request, on a case-by-case basis.

6.7. EXCLUSIONS

- (a) Testing, troubleshooting, upgrade, repair, or other services, including remote engineering support to on-site technicians, which require an on-site field technician;
- (b) Hardware upgrades;
- (c) Out-of-Warranty service or replacement for malfunctioning parts;

(d) Repairs needed due to damage caused by conditions beyond ELOCK's control including but not limited to flooding, earthquakes, or other acts of God.

6.8. **PAYMENT** Any software license renewal fees agreed to in the PURCHASE AGREEMENT are payable annually upon the date of City acceptance of product installation. If payment is not received within 60 days of the annual renewal date, services described in section 8 and all rights granted under this License Agreement may be suspended.

7. TRANSFERRING BIKELINK FACILITIES

7.1. Upon transfer of ownership or jurisdiction of a Bikelink® facility to another entity, CITY agrees to provide a copy of the Bikelink Software license Agreement and Service and Operations Scope of Work to that entity.

II. BIKELINK® SERVICE AND OPERATIONS SCOPE OF WORK

1. LOCATIONS COVERED

This agreement applies to ELOCKERS, CONTROLLERS, optional GATEWAYS, and SPACES located at City's locations as defined below. Additional locations may be added to this Agreement upon written request by City and written acceptance by ELOCK.

Location Name	Quantity	Product	Spaces	Controllers
City of Alameda: Civic Center Garage	4	G3b Quads	16	8
City of Alameda: Harbor Bay Ferry Terminal	4	G3b Quads	16	8
	2	G5 Quads	8	4
City of Alameda: Webster and Atlantic	3	G5 Quads	12	6
City of Alameda: Seaplane Lagoon Ferry Terminal	6	G5 Quads	24	12
City of Alameda: City Hall	1	G5 Quad	4	2
City of Alameda: Main Street Ferry Terminal	5	G5 Quads	20	10
City of Alameda: Bohol Circle Immigrant Park I	3	G5 Quads	12	6
		TOTAL	112	56

2. PLAN TYPE(S) AND DURATION

Plan	Term	Spaces	Unit Price	Total
<i>eLocker On-Site Service and Operations Plan (includes Annual Software Licensing Fee)</i>	<i>Annual</i>	80	<i>G5 \$120 per space</i>	<i>\$9,600</i>
		32	<i>G3 \$140 per space</i>	<i>\$4,480</i>
<i>Gateway Service Connectivity</i>	<i>Annual</i>	10	<i>\$12.50 per Gateway Per Month</i>	<i>\$1,500</i>

3. STANDARD BIKELINK® BENEFITS & SERVICES

3.1 ACCESS DISTRIBUTION AND RELATED SERVICES ELOCK shall maintain an inventory of access devices, and shall provide the following related services:

- ACCESS DEVICE vendor support.
- 24-hour web and telephone sales of ACCESS DEVICES and add value codes.
- 24-hour web and telephone ACCESS DEVICE activation.
- Web-based FAQs and other instructional information.

City may elect to act as a vendor of ACCESS DEVICES. City understands that ACCESS DEVICES it may choose to sell are not different from those sold by other vendors, that they are subject to the universal BikeLink® USER Agreement, that they may be used at any BikeLink® facility, and that USER information associated with all BikeLink® ACCESS DEVICES must be stored in the BikeLink® database and available to all BikeLink® facility Cities.

3.2 USER DATABASE ELOCK shall maintain a web-based database of USER information and provide City with access to information stored on this database. To help ensure the USER information privacy policy, City access to database may be limited to individual queries, USERS in vicinity of City's facilities, and/or USERS who have previously accessed City's facilities. ELOCK shall maintain an up-to-date off-site database backup.

3.3 USER AGREEMENT ELOCK shall maintain and periodically update USER Agreement, also known generally as the "BikeLink® System User Agreement." ELOCK shall inform Cities and USERS of changes to USER Agreement in accordance with notification obligations defined in USER Agreement.

ELOCK shall maintain USER Agreement link at www.bikelink.org, and take reasonable measures to ensure USERS are informed of USER Agreement before using the BikeLink® system.

City shall carefully review and comply with terms of USER Agreement, including information privacy policy.

3.4 REMOTE USER SUPPORT Upon receiving a query from a USER, ELOCK shall reply promptly to all reasonable inquiries. Upon receiving a technical assistance request from a USER, ELOCK shall create an online trouble ticket, and provide troubleshooting and telephone or email-based problem resolution during normal business hours.

ELOCK shall maintain the following additional remote USER support benefits and services:

- 24-hour free taxi ride from BikeLink® facility up to \$20 in case USER is unable to retrieve bicycle due to equipment malfunction.
- 24-hour telephone support for USERS to report problems, free taxi ride, or to request single use access device in cases where USER has lost the access device.

3.5 SUPPLEMENTAL ACCESS RESTRICTION If City desires to restrict access to a BikeLink® facility, City may implement BikeLink® Access Zones feature as described below.

- Using ACCESS DEVICE, City turns on Access Zone feature at CONTROLLERS for which access restriction is desired and sets Access Zone desired for each CONTROLLER. To permit access, City obtains from ELOCK, via bikelink.org, a unique access code, associated with the individual user's standard BikeLink® ACCESS DEVICE for which access will be granted. City is charged a nominal fee for each access code generated. The access code permanently adds permissions for the specified access zone, and only for the City's BikeLink® facility, to the user's BikeLink® ACCESS DEVICE.
- Information collected by City upon issuing an access code, beyond the standard information required from every BikeLink® USER upon ACCESS DEVICE registration, need not be shared with other facility Cities via the BikeLink® database.
- USERS who have been issued access codes for a specific BikeLink® facility retain the ability to access other unrestricted BikeLink® facilities.

3.6 USER SUPPORT REPORTING Trouble tickets prepared by ELOCK shall be available for review by City upon request.

USER queries and associated responses prepared by ELOCK shall be available for review by City upon request.

3.7 FACILITY City SUPPORT ELOCK shall provide password-protected City's web page customized for City's locations with up-to-date location information, ability to search USER database, ability to generate access codes, geo-coded cardholder location mapping, access to monitoring sheets and reporting data.. ELOCK shall provide training to City on use of system at time of initial installation.

3.8 REVENUE AND MINIMUM RENTAL RATE The BikeLink® system relies on rental charges accruing in proportion with actual rental time in order to encourage turnover and effectively deter monopolization of the resource by users. City agrees that the base rental rate of its ELOCKERS will remain set at between \$0.05 and \$0.10 per hour and that the expired rental rate charged whenever a user allows their meter to expire will be set at least two times the base rental rate. City agrees that the system-wide base rental rate may be periodically adjusted in accordance with changes in the U.S. Consumer Price Index. To compensate ELOCK for the services described in sections 5 and 6 of the Software License Agreement, which are provided for as long as the BikeLink® facility is in operation, City agrees that all revenue up to \$0.12 per hour and 10% of revenue above \$0.12 per hour will be retained by eLock, and that any remaining revenue will be transferred to City on an annual basis. Alternatively, if the base rental rate is set below \$0.05 per hour, City agrees to compensate ELOCK for the difference between the actual rental rate and \$0.10 per hour.

3.9 PRIMARY CONTACT To facilitate ELOCK's provision of standard benefits and services to USERS, ELOCK shall be the primary contact for USERS. ELOCK's (dba "BikeLink®") contact information shall be displayed prominently at BikeLink® locations so USERS know who to contact for assistance.

3.10 FACILITY-SPECIFIC USAGE DATA For research and marketing purposes, ELOCK retains the right to collect and publish facility-specific usage data. ELOCK shall report usage data only in aggregate and shall not publicly disclose any user-specific details.

4. MAINTENANCE & OPERATIONS

4.1 FACILITY STATUS ELOCK shall review problem reports by USERS, monitoring information if available, and shall inspect City's BikeLink® facilities for mechanical, electronic, software, cleaning, and enforcement issues at least twice per year. eLock shall contact City if graffiti, ELOCKER damage due to vandalism, or items requiring impounding or disposal are discovered.

4.2 SERVICE RECORDS ELOCK shall generate trouble tickets and maintenance records for all on-site service and repair. These documents shall be available electronically for review by City upon request.

4.3 USAGE MONITORING AND REPORTS Usage reports are available on www.bikelink.org with a facility City login, a component of the software included in the BikeLink® Software License.

- eLocker usage data includes rentals by time, market size, UI nodes reporting, unique cards per space, rental duration, daily occupied, peak occupancy distribution, and battery levels.
- Kiosk usage data includes camera images, transaction data, door entry events, and user ID check photos.

4.4 PREVENTATIVE EQUIPMENT MAINTENANCE AND REPAIR ELOCK will perform bi-annual preventative maintenance service visits to every location covered under a Service and Operations Agreement. Preventative maintenance visits include the following (depending on the needs of the ELOCKERS at a location):

- Preventative equipment maintenance
 - Mechanical and Electronics Survey
 - Mechanical Lubrication
 - Limited parts replacement for normal wear (See section 7.1 for more details)
 - Replacement battery cells for battery-powered BikeLink® installations.
 - Routine LCM firmware upgrades, such as for security or bug fixes.
 - Critical software security improvements.
- Interior ELOCKER cleaning (see section 6.7 for further details)
- Rules enforcement
- Data collection (for non-networked eLockers)
- Problem tracking, troubleshooting, and repair

- *Coordination with facility owners for impounding abandoned property*

ELOCK classifies all reported issues and associated service needs into three categories in problem tickets; Red, Yellow and Orange. Following is a list of examples of the types of problems and their classifications:

Red:

- *Theft*
- *Attempted Break-in*
- *Multiple Users are impacted by the issue.*
- *Single user is impacted by the issue and indicates urgency.*

Orange:

- *The issue causes an ELOCKER malfunction but there no impact to immediate usage by users.*
- *Single user is impacted but does not indicate urgency*

Yellow:

- *Cosmetic vandalism (e.g. bent door handle)*
- *Routine adjustment of functional ELOCKERS.*

ELOCK's response time to issues is based on the Red, Orange, and Yellow classification.

Red issues are treated as urgent issues. ELOCK will dispatch a service technician within 48 hours to diagnose the issue and will attempt to resolve the issue immediately. Resolution of the issue will occur within 3 business days after diagnosis.

Orange issues are treated as nuisance issues. Nuisance issues will be resolved within 4 weeks after diagnosis of the issue. An orange level issue can be escalated to a red level issue if the locations has 75% or more peak occupancy for 80% of the weekdays during the prior 3 months.

Yellow issues are addressed during normal preventative maintenance visits.

If ELOCK technicians are unable to restore the facility to at least 90% of the originally installed functionality during initial field service visit, ELOCK shall expedite acquisition of replacement parts and materials and shall provide temporary replacement of functionality using alternate parts or systems if possible.

All reasonable measures shall be taken to avoid data loss when LCM or ACCESS HUB replacement is required.

The following services and materials are specifically included:

- *Routine LCM and Access Hub firmware upgrades, such as for security or bug fixes.*
- *Replacement battery cells for battery-powered BikeLink® installations.*
- *Critical software security improvements.*

ELOCK shall provide labor, transportation, tools, and equipment necessary to perform the above preventative maintenance and repairs. Services not covered by this Proactive Service and Operation Plan shall be invoiced as "Additional Services and Materials" in accordance with Section 10 below and payable to ELOCK. "Additional Services and Materials" shall be pre-approved by OWNER, except under the following situations where pre-approval shall not be required:

- Repair is due to vandalism and can be performed during regular service visit in less than 1 additional hour.
- Repair is due to vandalism and is required to correct an urgent security, safety, or stranded USER issue.

4.5 ELOCKER AUDITING AND RENTAL POLICY ENFORCEMENT ELOCK shall contact USERS by email or telephone to assist in the enforcement of BikeLink® rental policies adopted by City. For example, ELOCK will attempt to contact the USER indicated and when rental is expired but SPACE is empty, rental is abandoned, ELOCKER contains prohibited items, or when apparent user confusion is noted during inspections or by MONITORS.

Upon receiving a query or problem report from a USER, ELOCK shall reply promptly with accurate information to all reasonable inquiries. Upon receiving a technical assistance request from a USER, ELOCK shall create an online problem report, and provide troubleshooting and telephone or email-based problem resolution during normal business hours.

ELOCK shall contact USERS by email or telephone to assist in the enforcement of BikeLink® rental policies.

Whenever possible, ELOCK shall resolve enforcement problems by working directly with USERS. When ELOCK is unable to resolve issues with abandoned bicycles or prohibited items storage situations by working with USER, ELOCK shall contact City to arrange for disposal or impounding. The costs incurred by eLock for disposal or impounding and transporting impounded user property shall be reimburse by City. The fee for disposal or impounding of items from a space is \$75 per space. City shall indemnify eLock against all claims associated with impounding or disposing of user property.

ELOCK does not guarantee USER compliance with BikeLink® rental policies. ELOCK shall not be responsible for enforcement of supplemental laws or policies adopted by City except as described in the standard BikeLink® System User Agreement.

4.6 ELOCKER SIGNS AND PROMOTIONAL OUTREACH MATERIALS ELOCK shall provide one (1) standard "BIKE PARKING" sign per installation at no additional cost. Sign is 18" x 24", and is customizable with logos requested by City. ELOCK shall install sign on ELOCKER door or side panel. ELOCK can, at the request of City, provide and customize a flyer for outreach purposes.

4.7 ELOCKER CLEANING Cleaning shall be performed by ELOCK during a scheduled service visit, twice annually, and shall include the following tasks:

- Sweep/remove trash or debris found inside of ELOCKER spaces.
- Clean up grime, grease and other contaminants or stains on internal electronic ELOCKER components.
- ELOCK is not equipped to clean up hazardous wastes, including urine or excrement. Hazardous wastes shall be cleaned by City.

5. LIMITED PARTS REPLACEMENT COVERAGE

5.1 PARTS REPAIR, UPGRADE, OR REPLACEMENT If an electronic or mechanical component is determined by ELOCK to be functionally defective, ELOCK, at its sole discretion, will repair, replace, or upgrade the defective component with a refurbished or new component. ELOCK shall not be obligated to replace worn components with new ones to bring appearance or function to originally installed condition unless basic rental and security functions are disabled.

5.2 LIMITATIONS City shall have no coverage or benefits under section 5.1 if the product has been subject to abnormal use, abnormal conditions, use contrary to operating instructions, improper storage, improper cleaning or maintenance, unauthorized modifications, disassembly, repair or alteration by any person other than ELOCK or a party authorized by ELOCK, misuse, neglect, abuse, accident, use on improper power supply, improper installation, installation of any third-party software, or other acts which are not the fault of ELOCK, including acts of nature and damage caused by shipping.

Unauthorized or incorrect service attempts by City may void the parts replacement coverage provided by this plan.

Section 5.1 does not cover defects in appearance of cosmetic, decorative or structural items, including framing, and any non-operative parts.

In the event a USER requests on-site assistance in lieu of remote assistance to resolve a problem caused by an ACCESS DEVICE or equipment malfunction, ELOCK reserves the right to charge a reasonable fee directly to the USER for this service.

6. SOFTWARE & INTELLECTUAL PROPERTY

Please see Software License Agreement.

7. EXCLUSIONS

This Agreement does not include:

- Repair of any damage or malfunction caused by vandalism.
- Repair of any damage or malfunction caused by abnormal use, abnormal conditions, improper storage, improper cleaning or maintenance such as power washing, unauthorized modifications, disassembly, repair or alteration by any person other than ELOCK or a party authorized by ELOCK, misuse, neglect, abuse, accident, use on improper power supply, improper installation, installation of any third-party software, or other acts which are not the fault of ELOCK, including acts of nature and damage caused by shipping.
- Replacement or repair of components damaged by actions of City or its agents, including but not limited to power-washing.
- Replacement or repair of components originally supplied by City as a part of group-access facility installation, including but not limited to electric strikes and, power supplies.
- Repair of damage caused by battery leakage.
- Cleaning of exterior of BikeLink® equipment including frames, doors, and rooftops.
- Removal of graffiti.
- Removal of scratches from roof or signage.
- Usage Monitoring & Reports on more frequent than annual basis.
- Regular monitoring and audits for group-access facilities.
- Replacement parts.
- Emergency response, including staffing group-access facilities to enable bicycle retrieval if the CONTROLLER has been damaged due to vandalism.
- Impounding bicycles or other stored items.
- Repair or replacement parts for ELOCKER components manufactured by others (for ELOCKERS retrofitted with an ELOCK retrofit kit).
- Custom software or custom features.
- Shipping costs for City return of apparently defective components.
- Shipping costs for replacement components.
- Immediate or next-day On-site User Support.

8. COSTS FOR PARTS AND LABOR FOR ADDITIONAL SERVICES

For additional services not otherwise provided for in this agreement, services will be rendered on a time and materials basis in accordance with the following schedules. Costs provided below are for budget planning purposes. This schedule is not comprehensive, and costs are subject to change without prior notice.

Mileage:	Current IRS standard business rate
Monitoring (includes usage reports):	\$10 per controller per visit
Labor:	\$115 per hour
Double, Quad, or Wedge ELOCKER Replacement Parts:	
Controller	\$450
Latch Assembly	\$150
Display Screen	\$25

<i>Display Window</i>	\$20
<i>Cardslot Assembly</i>	\$375
<i>Cellular Connectivity</i>	\$12.50/month/cell modem
<i>eLocker Relocation</i>	\$750 per Quad eLocker

Part	Cost
G5 Battery Bundle (Alk + Alk)	\$80
G5 Battery Bundle (Alk + LFP)	\$80
G5 Battery Bundle (Alk + NiMH)	\$80
G5 Battery Bundle (LFP)	\$80
G5 Battery Bundle (Line + LFP)	\$80
G5 Battery Bundle (Line + NiMH)	\$80
G5 Brush 1"	\$12
G5 Card Slot Assembly	\$375
G5 Controller Assembly	\$575
G5 Double Portal LH	\$1,450
G5 Double Portal RH	\$1,450
G5 Extended Brush	\$10
G5 Extended SS Threshold	\$160
G5 Ext Panel-Bike Graphic	\$450
G5 Gear Motor Assembly	\$25
G5 Lan Adapter Board Assembly	\$50
G5 Latch Assembly	\$150
G5 Latchleg LH Asymmetrical	\$375
G5 Latchleg RH Asymmetrical	\$375
G5 Middlewall	\$400
G5 PERF Door to Hinge/Handle	\$520
G5 SOLID Door to Hinge/Handle	\$500
G5 SS Double LH Threshold	\$140
G5 SS Double RH Threshold	\$140
G5 SS Latchleg Symmetrical	\$350
G5 SS SOLID Portal	\$2,500
G5 SS Threshold	\$175
G5 SS WEDGE Threshold	\$200
G5 Striker Bolt Mount	\$17
G5 UI Button Assembly	\$20
Gateway - Additional Lockers for LAN	\$500
Gateway with Cellular	\$1,200
Gateway with WiFi	\$1,200
Locker Security Chain Upgrade (per space)	\$50
Roof - G5	\$0
Roof - G5:Blue	\$450
Roof - G5:Green	\$450
Roof - G5:Metal	\$1,150
Roof - G5:Natural	\$450
Roof Wedge:LH Blue	\$450
Roof Wedge:LH Natural	\$450

Roof Wedge:Metal LH	\$500
Roof Wedge:Metal RH	\$500
Roof Wedge:RH Blue	\$450
Roof Wedge:RH Natural	\$450
Security Upgrade:PRC-02	\$5
Security Upgrade:Quad Roof Shield G90	\$250

Additional Named Insureds

Other Named Insureds

Dba: Prefab Lockers Dba: Bikelink

Other, Insured Multiple Names

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

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PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE SEPTEMBER 1, 2023 AT 12.01 A.M.
AND EXPIRING SEPTEMBER 1, 2024 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

ELOCK TECHNOLOGIES LLC
800 HEINZ AVE STE 11
BERKELEY, CA 94710

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

SEPTEMBER 5, 2023

2572

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO