

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**Social Media Archive Services  
W-013**

**ArchiveSocial  
212 W. Main Street  
PO Box 3330  
Durham, NC 27702**

**Contact Person: John Donnelly  
919-769-1003**

**LANCASTER COUNTY  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between ArchiveSocial, 212 W Main Street, PO Box 3330, Durham, NC 27702, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Contract Documents for the Work herein described, and has approved and adopted said documents to-wit:

**Social Media Archive Services – W-013**

and,

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

**Agreement per Attachments A and B**

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

**The County shall order on an as needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$8,388.00 during the contract term without approval.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the

requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective beginning Sept. 30, 2022 through December 31, 2023. After the initial term of the Contract, it has the option for three (3) additional annual one (1) year renewals with approval by both parties.
8. Indemnification.

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the County, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall by construed to be a waiver of sovereign immunity by the County.
9. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Attachment A – Scope of Work

3. Attachment B – Quote
4. Attachment C – Insurance Deviations
5. Insurance Requirements/Certificate of Insurance
6. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
Lancaster County Signature Page

### Vendor Signature Page

**CONTRACT**  
**Social Media Archive Services**  
**W-013**  
**Lancaster County, Nebraska**  
**ArchiveSocial**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

DocuSigned by:

*Robert Sydnor*

8/30/2022

Seal

Secretary

ArchiveSocial

Name of Corporation

PO Box 3330, Durham, NC 27702

Address

DocuSigned by:

*Antony Hughes*

8/30/2022

By:   
Duly Authorized Official

Contracts Manager

Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

Name of Organization

Type of Organization

Address

By:   
Member

By:   
Member

**IF AN INDIVIDUAL:**

Name

Address

Signature

**Lancaster County Signature Page**

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**CONTRACT  
Social Media Archive Services  
W-013  
Lancaster County, Nebraska  
ArchiveSocial**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

## **Attachment A**

### **SCOPE OF WORK**

#### **Service and Software**

The service and software will provide the ability to periodically and automatically capture, generate, create, maintain and/or archive copies of content, data and/or information that Lancaster County or others post or transmit to and through: Facebook, Flickr, Instagram, LinkedIn, Pinterest, Twitter, YouTube (“Designated Social Media”) sites to the extent of the archiving plan and options selected, for which Lancaster County is either (i) the actual owner or (ii) explicitly authorized to provide access to such Designated Social Media (e.g., upon express authorization by Lancaster County’s Representative). The Designated Social Media archived by the Service and Software may change during the Term of the Agreement.

#### **Service Support**

ArchiveSocial will provide commercially reasonable support in connection with the use of the service including initial deployment and integration support and phone and email access for inquiries pertaining to the website, service or software during standard business hours (9:00am EST to 5:00pm EST, M-F except holidays) and will provide responses to such inquiries within a commercially reasonable time period depending on the urgency or severity of the specific problem or request. ArchiveSocial and customer shall each provide a designated point of contact (i.e., a single person or small team of people) for all support and service inquiries related to the use of the website, service and/or software.

#### **Support Continued**

All inbound support requests are responded to within 24 business hours. The time to resolution will be dependent on the complexity of the issue and if the ArchiveSocial product development team will be recruited to assist our Customer Success team. The Customer Success team is highly trained and is able to resolve most issues directly without assistance from the product team.

#### **Training**

Initial onboarding is offered with our Customer Experience team, and additional training may be provided at any time during standard business hours when scheduled with a dedicated Customer Success manager throughout the life of the service at no additional cost.

The Service and Software provides functionality to Lancaster County for:

- Comprehensive archival of the communications sent and received across Designated Social Media sites

- Authentic capture of records, complete with metadata, obtained directly from each social network's APIs applying digital signatures to each independent record in the archive to ensure that records can serve as legal evidence if needed.
- A readily searchable database of the records archived
- Reproduction of social media records in a manner that resembles the original content
- Exporting of archived content into a static format for internal or external consumption in a variety of formats including PDF, HTML, and CSV.
- Searching and reporting of archived content by individual users and departments for their respective relevant set of records in the event of a records request or legal discovery, without the assistance of IT or a system administrator.
- Replay of social media content in the same manner as it appeared on the social network including the capability for dynamic expansion of conversation threads.
- Automatic tagging of any record that has been deleted, edited, or hidden.
- Manual tagging of records using custom keywords or phrases for historical reference.
- Receiving live alerts of blocks, and the ability to maintain a single list of all blocked users and pages, for all managed accounts in one secure location, that is updated daily and available to access and export at any time.
- Tracking timelines for when a particular user or page was blocked or unblocked from an account, as well as connected accounts' communications to and from a blocked user or page.
- Capturing the context of actions taken with in-record collaboration and annotations providing clear timelines and strong supporting evidence.
- Providing visibility on who is blocking users for every account across the entire organization via real-time notifications.





# QUOTE

ArchiveSocial, Inc.  
P.O. Box 3330  
Durham NC 27702  
United States

#4087

08/25/2022

**Bill To****Lancaster County, NE**

Lancaster County, NE  
555 South 10th street  
Lincoln NE 68508  
United States

**Ship To**

Lancaster County, NE  
555 South 10th street  
Lincoln NE 68508  
United States

**TOTAL (USD)**

## \$8,388.00

Quote Expires:

Item	Options	Amount
<b>Premium - 6KR</b>		\$10,485.00
Social Media Archiving Subscription (\$699/month) - Unlimited Accounts & Up To 6k Records Per Month - Includes Risk Management Analytics (RMA)		
Service Dates: 9/30/2022 - 12/31/2023		
<b>Credit</b>		(\$2,097.00)
Exclusive promotion for CivicPlus customers to concede service through the remainder of the year at no cost.		
<b>Description</b>	Premium archiving package includes Web Snapshots.	

<b>Subtotal (USD)</b>	\$8,388.00
<b>Other Credits (USD)</b>	
<b>Tax Total (USD)</b>	\$0.00
<b>Total (USD)</b>	\$8,388.00

## **Attachment C**

*ArchiveSocial's maximum liability under this agreement is limited to the total amount of three times fees received during the 12 month period immediately preceding the event giving rise to such liability, except that this limitation of liability will not apply to ArchiveSocial's indemnification obligations, if any, for intellectual property infringement or personal injury, for which the maximum indemnification liability in aggregate shall be \$1,000,000.*

If Vendor would need to be on site at any time, they will be required to provide an Auto Liability and Work's Compensation Endorsement, showing waiver of Subrogation prior to arrival.

# Insurance Requirements

Submission date: **30 August 2022, 8:47AM**

Receipt number: **516**

Related form version: **17**

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

**DEFINITIONS:** For purposes of these Requirements, the following definitions apply:

- **“Agreement”** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **“City”** shall mean the City of Lincoln, NE.
- **“COI”** shall mean a Certificate of Insurance.
- **“Contractor”** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **“County”** shall mean the County of Lancaster, Nebraska.
- **“Owner(s)”** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **“PBC”** shall mean the Lincoln-Lancaster County Public Building Commission.
- **“Site”** shall mean the location the Work is being completed and/or delivered to.
- **“WHJPA”** shall mean the West Haymarket Joint Public Agency.
- **“Work”** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the **County** following:

PROVISIONS:

- 3. Commercial General Liability**
- 11. Errors and Omissions; Professional Liability**
- 14. Cyber Insurance**

**Contractor shall comply with the following provisions:**

## 1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

**Deductibles/Retentions:** Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

**Self-Insurance:** In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the **Lancaster County**  
Certificate Holder on the COI using the following  
address: 555 S. 10th St., Lincoln, NE 68508

## 2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

**3. Commercial General Liability:** The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

**11. Errors and Omissions; Professional Liability:** The Contractor shall have, maintain, and provide proof of Errors and Omissions or Professional Liability insurance.

- A. **Basis:** Claims-made unless available as Occurrence basis coverage. Claim-made must have a retrospective date be the earlier of the date of this Agreement or prior to work commencing.
- B. **Limits:** Not less than \$1,000,000 each claim and \$1,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include Owner and third-party bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed because of pollution conditions, including asbestos, lead, and mold, arising from Contractor's operations and completed operations. Coverage shall include defense expenses including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- D. **Tail Coverage:** Shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.
- E. **Combined:** Pollution Liability and Professional Liability coverages may be procured through a combined Professional Liability and Pollution Liability policy with combined policy limits of not less than \$4,000,000 per claim and \$4,000,000 in the aggregate.

**14. Cyber Insurance:** The Contractor shall have, maintain, and provide proof of Cyber Liability Insurance.

- A. **Basis:** Claims-made basis with a retrospective date the earlier of the date of this Agreement or prior to work commencing.
- B. **Limits:** Not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include coverage for unauthorized access, data security and privacy breach, notification costs and regulatory defense, including costs of investigating a potential or actual breach or potential extortion or ransomware claims.
- D. **Tail Coverage:** Shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

**Subcontractors:** The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

**Cancellation/Renewal Notice:** Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

**Owner's Option:** Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

**Umbrella or Excess Liability:** The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

**Minimum Rating - Insurer:** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than "A-" VIII, unless Owner has expressly approves in writing.

**Reservation of Rights:** The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

**Sovereign Immunity:** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

**No Waiver by Owner:** Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

**Claims-made Tail Coverage:** Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

## **QUESTIONS**

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

**[llirons@lincoln.ne.gov](mailto:llirons@lincoln.ne.gov)**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/11/2022
---------------------------------

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Willis Towers Watson Certificate Center</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 1-877-945-7378</td> <td><b>FAX (A/C, No):</b> 1-888-467-2378</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> certificates@willis.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Great Northern Insurance Company</td> <td style="text-align: right;">NAIC# 20303</td> </tr> <tr> <td><b>INSURER B:</b> Endurance American Specialty Insurance Com</td> <td style="text-align: right;">41718</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center		<b>PHONE (A/C, No, Ext):</b> 1-877-945-7378	<b>FAX (A/C, No):</b> 1-888-467-2378	<b>E-MAIL ADDRESS:</b> certificates@willis.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Great Northern Insurance Company	NAIC# 20303	<b>INSURER B:</b> Endurance American Specialty Insurance Com	41718	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> ArchiveSocial, LLC 212 W. Main Street STE 400-500 Durham, NC 27701																					

**COVERAGES**                                  **CERTIFICATE NUMBER: W25641567**                                  **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		36025312	05/17/2022	05/17/2023	EACH OCCURRENCE      \$      2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$      2,000,000 MED EXP (Any one person)      \$      10,000 PERSONAL & ADV INJURY      \$      1,000,000 GENERAL AGGREGATE      \$      2,000,000 PRODUCTS - COMP/OP AGG    \$      2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED      RETENTION \$						EACH OCCURRENCE      \$ AGGREGATE      \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY      Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> N/A	Y		PRO30018745600	04/30/2022	04/30/2023	PER STATUTE    OTH-ER E.L. EACH ACCIDENT      \$ E.L. DISEASE - EA EMPLOYEE    \$ E.L. DISEASE - POLICY LIMIT    \$ Each Claim/Aggregate      \$5,000,000 Aggregate/ ded                \$5,000,000/\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 This Voids and Replaces Previously Issued Certificate Dated 08/01/2022 WITH ID: W25552289.

For Division Branch: ArchiveSocial LLC

City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are included as Additional Insureds as respects to General Liability and CYBER & Tech E&O.

<b>CERTIFICATE HOLDER</b>  City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission 555 S. 10th St. Lincoln, NE 68508	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**Liability Insurance**

**Endorsement**

*Policy Period*                    MAY 17, 2022 TO MAY 17, 2023  
*Effective Date*                    MAY 17, 2022  
*Policy Number*                    3602-53-12 TPA  
*Insured*                                CIVICPLUS, LLC  
  
*Name of Company*                VIGILANT INSURANCE COMPANY  
*Date Issued*                        JULY 1, 2022

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added.

**Who Is An Insured**

**Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

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**Schedule**

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative

