



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2020

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).

PRODUCER Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED CONSTELLATION SOFTWARE INC. AND NORTHPOINTE INC. 1764 FOREST RIDGE DRIVE TRAVERSE CITY, MI 49686	EMAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	
	INSURER B:	
	INSURER C: Chubb Insurance Company of Canada	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER: 20/21-1022****REVISION NUMBER: 1**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			9950-48-39 -EUC	09/27/2020	09/27/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	OTHER:						TENANTS LEGAL LIABILITY	\$ 1,000,000
A	AUTOMOBILE LIABILITY			73600397	09/27/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			78183369	09/27/2020	09/27/2021	EACH OCCURRENCE	\$ 14,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 14,000,000
								\$
	DED		RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7176-4342	09/27/2020	09/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> NO					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	TECHNOLOGY ERRORS & OMISSIONS LIABILITY			9950-48-39 -EUC	09/27/2020	09/27/2021	PER CLAIM & IN THE AGGREGATE	\$ 5,000,000
							SIR	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS AND EMPLOYEES, AND SAN FRANCISCO ADULT PROBATION, ITS OFFICERS, AGENTS AND EMPLOYEES IS ADDED AS ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKERS COMPENSATION & EMPLOYER'S LIABILITY POLICY, AND TECHNOLOGY E&O LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDERSAN FRANCISCO ADULT PROBATION
880 BRYANT ST., ROOM 200
SAN FRANCISCO, CA 94103**CANCELLATION**

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

Endorsement

<i>Policy Period</i>	SEPTEMBER 27, 2020 TO SEPTEMBER 27, 2021
<i>Effective Date</i>	SEPTEMBER 27, 2020
<i>Policy Number</i>	9950-48-39 EUC
<i>Insured</i>	CONSTELLATION SOFTWARE, INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	OCTOBER 22, 2020

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.
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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.

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



Workers' Compensation and Employers' Liability Policy

Named Insured CONSTELLATION SOFTWARE, INC. 5265 ROCKWELL DRIVE NE CEDAR RAPIDS IA 52402	Endorsement Number
	Policy Number Symbol: WCF Number: (21) 7176-43-42
Policy Period 09-27-2020 TO 09-27-2021	Effective Date of Endorsement 09-27-2020
Issued By (Name of Insurance Company) FEDERAL INSURANCE	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in work described in the Schedule.

Schedule

1. ☐ Specific Waiver
Name of person or organization:

☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish waiver.
2. Operations:
3. Premium:
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0



Authorized Representative