

GTechna US Corporation

2429 Military Rd., suite 3, Niagara Falls, NY 14304, USA
Tel: 866-483-2462
Fax: 1 877-868-5334

QUO-0726-9BAD9208-5

Bill To:

City of Hollywood
2600 Hollywood Blvd
HOLLYWOOD, FL 33022
USA

Ship To:

City of Hollywood
Jovan Douglas
2600 Hollywood Blvd
HOLLYWOOD, FL 33022
USA

Quotation No.: QUO-0726-9BAD9208-5
Quotation Date: 2022-03-31
Expiration Date: 2022-05-31
Sales Manager: James Olivieri

Customer: 318221 - City of Hollywood
Contact: Jovan Douglas
Phone: 954-921-3548
Customer Email: jdouglas@hollywoodfl.org

Project Summary: Gtechna to propose to the City of Hollywood, FL a fully integrated parking issuance and processing solution with Interface to POS Cashiering, Realtime interface to Digital T2 Meters, Genetec LPR & ParkMobile pay by phone for parking validations. Code Enforcement will be provided parking enforcement applications by the City. Solution proposed is fully hosted by Gtechna that includes complete back office ticket processing and online Appeals. Software to be provided on a total of 22 Parking /Code enforcement & 16 Hollywood Police officers devices with data plan. Printers and accessories supplied by Gtechna. Data migration planned for converting Cardinal Tracking to Gtechna. Digital Residential Permit Portal implementation configuration of city permit types and business rules included in proposal. REVISION Add on 5 licenses for "Tickets to Individual" to support Beach Police under Chapter 99. Cost proposal through SOURCEWELL ID. 080321

CONTRACT TERM

Year 5 Maintenance is OPTIONAL at a total of \$33,903.22

Topic : Parking Citation & Permit Database System

Item	Description	Qty.	Discount	Disc. %	Sales Price	Amount
SOFTWARE						
109958	OFFICER COMMAND CENTER (CC) - ECITATION PRODUCTION SERVER	1.00			\$ 10,000.00	\$ 10,000.00
	Mandatory basic component for municipalities, parking, police, operators and universities Management of users, devices & communications Dynamic reporting 1 ticket form and layout Printing of escalating fines on tickets Mapping features (ticket overlay, LPR events, heat maps, officer geolocation and cookie trail) One BI dashboard is included (Ticket Overview). Other dashboards included in BI Premium. Includes 20 named CC users Excludes hosting costs					
109962	OFFICER CC - TICKET LIFECYCLE PROCESSING	1.00			\$ 18,000.00	\$ 18,000.00
	Ticket payment Ticket profile Ticket ageing - overdue notice letter - ticket status Letters can be edited by customer using Word Manual paper ticket entry module Court scheduling & disposition Includes in-state DMV interface (if available - customer must facilitate communications)					
109969	HANDHELD - OFFICER PARKING (ANDROID)	22.00	\$ 6,617.60	40 %	\$ 752.00	\$ 9,926.40
	eTicket form with drop down lists Formatted ticket layout Shared timing between handhelds Scofflaw alerts Report a broken asset Parking rights handheld (requires PR server) Automatic ticket # generation Automatic calculation of fines and fees					

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Item	Description	Qty.	Discount	Disc. %	Sales Price	Amount
SOFTWARE						
109970	HANDHELD - TICKET TO AN INDIVIDUAL eTicket applied to City ByLaw and issued to Defendant to support BEACH POLICE CHAPTER 99 & parking Violation codes	16.00			\$ 300.00	\$ 4,800.00
109972	HANDHELD - OFFICER LPR Requires extended or replaceceable smartphone battery Works with Parking Rights Includes FasTime module for timing with full screen camera without data entry	38.00	\$ 3,648.00	40 %	\$ 240.00	\$ 5,472.00
109976	HH ENFORCEMENT DASHBOARD All timings from vehicles and handhelds are shared with all other vehicles and handhelds All parking rights from vehicles are sent to the command center and shared with handhelds Includes the handheld parking alerts map enabling targeted enforcement by on-foot officers with GENETEC	1.00	\$ 2,544.00	40 %	\$ 6,360.00	\$ 3,816.00
109985	OFFICER CC - PARKING RIGHTS SERVER (PR) Push technology for realtime parking rights Human error correction Platecheck Parking rights evidence in Command Center ticket profile screen Engineered to provide redundancy and availability	1.00			\$ 2,500.00	\$ 2,500.00
109986	INTERFACE - PARKING RIGHTS Gtechna certified parking payment/permit system partner Direct API interface with Digital T2 & PARKMOBILE PBP Pay by Plate Kiosk (for each supplier) Pay by Phone By Plate (for each supplier) Permits By Plate (for each supplier) Pay by Space (for each supplier) Excludes costs from parking rights suppliers (if any) Suppliers must use gtechna "push" API	2.00			\$ 2,000.00	\$ 4,000.00
109987	INTERFACE - BATCH DATA Batch Interface to PENNCREDIT SECONDARY COLLECTIONS	1.00	\$ 1,180.00	40 %	\$ 2,950.00	\$ 1,770.00
111519	PORTAL - ETICKET APPEALS eTicket payment portal required Allows defendant to appeal ticket online	1.00	\$ 3,950.00	100 %	\$ 3,950.00	\$ 0.00
112072	HANDHELD - ENHANCED BARCODE READER Provides a quicker barcode reading Reads more barcode formats Uses the device built-in camera - SCANNING FL DL BEACH POLICE CHAPTER 99 VIOLATIONS	16.00			\$ 40.00	\$ 640.00
					Total	\$ 60,924.40
SOFTWARE MAINTENANCE						
					Total	\$ 15,924.80

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Item	Description	Qty.	Discount	Disc. %	Sales Price	Amount
SUBSCRIPTION						
111514	HANDHELD - GOOGLE GEOCODING API (ANNUAL) gAddress - Enables the HH Selectable Map features in Google for Auto Populate ticket location based on GPS Long Lat. Find the address by tapping on the map + Block Detection Pre-populate the fields The device must be connected to a Google account	1.00			\$ 760.00	\$ 760.00
113697	SUBSCRIPTION PERMIT System will include variety of free permits like daily visitor pass, yearly guest permit, temporary construction permit, overnight guest pass etc. Manage permit types, profile types, views, reports, user access and validations.	1.00			\$ 2,000.00	\$ 2,000.00
					Total	\$ 2,760.00
TRANSACTIONAL						
109994	PORTAL - ETICKET PAYMENTS PCI compliant online payment system Ticket proof information - Fees are \$2.00 + 2.9% credit Card processing fee Includes tow locator portal if tow module purchased Includes eTicket Viewer allowing citizens to lookup ticket and related images	0.00			\$ 2.00	\$ 0.00
109995	OUT OF STATE SEARCHES Transaction cost per positive hit \$1.50 USD Listed State exeption: AZ - \$5.75 USD /request Some states require the customer to fill out forms to access the DMV (delays might apply) Some states are not available (Hawaii, Utah, Pennsylvania) Canadian province available: QC at \$1.50 USD per positive hit Pricing subject to change	0.00			\$ 1.50	\$ 0.00
112656	TRANSACTIONAL PERMITS Online Permit Portal Online processing fees \$2.00 per paid permit online + 2.9% credit card processing	0.00			\$ 2.00	\$ 0.00
113562	PRINT AND MAIL SERVICES - REGULAR MAIL For one sided, one-page print, black and white on stock paper, postage and envelope included Printing options are available Invoiced monthly (net 30 days)	0.00			\$ 1.00	\$ 0.00
					Total	\$ 0.00

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Item	Description	Qty.	Discount	Disc. %	Sales Price	Amount
HOSTING						
111528	SILVER CLOUD HOSTING PACKAGE: YEARLY	1.00			\$ 4,620.00	\$ 4,620.00
	SSL Security Certificates PCI Compliance & Vulnerability Scans System Administration Support Static IP Address & Domain Name Manangement 24/7 Monitoring & DB Nightly Backup Backup Retention: 15 Daily + 6 Monthly Elastic Appservers: 1 to 3 Multi-location Elastic Storage Elastic Storage: 750GB Appservers: 2Cores CPU, 4GB RAM, 50GB Disk DB: 2Cores CPU, 8GB RAM, 75GB Disk Includes: Linux OS, Tomcat 7 Appserver, PostgreSQL DB					
					Total	\$ 4,620.00
CONSUMABLES						
109945	TICKET MEDIA	450.00			\$ 13.50	\$ 6,075.00
	ALL WEATHER, NON TEAR POLY 3/3					
109946	PLATE FOR TICKETS	6.00			\$ 150.00	\$ 900.00
					Total	\$ 6,975.00
HARDWARE						
113412	SEIKO (MP-B30) - SOFT CASE WITH SHOULDER STRAP	38.00			\$ 64.35	\$ 2,445.30
113413	SEIKO (MP-A40) - SPARE BATTERY	38.00			\$ 99.00	\$ 3,762.00
113418	SEIKO (MP-B30 & MP-A40) - QUAD BATTERY CHARGER	10.00			\$ 173.25	\$ 1,732.50
113419	SEIKO (MP-B30 & MP-A40) - POWER SUPPLY FOR SINGLE OR QUAD CH	10.00			\$ 54.45	\$ 544.50
113421	SEIKO (MP-B30 & MP-A40) - AC CABLE FOR POWER SUPPLY	10.00			\$ 9.90	\$ 99.00
114585	SEIKO 3 INCH THERMAL PRINTER BT, BELT CLIP, 1 YEAR WARRANTY	40.00			\$ 307.40	\$ 12,296.00
	Additional 6 Printers for BEACH POLICE serving Chapter 99 citations					
115014	ZEBRA SCANNER DS2208 2D USB	1.00			\$ 275.00	\$ 275.00
	Zebra Scanner DS2200 Series 1D / 2D Barcode scanner					
					Total	\$ 21,154.30
SERVICES						
113002	DATA MIGRATION SERVICES	1.00			\$ 4,950.00	\$ 4,950.00
	Import historical data into Command Center Customer must provide the data in format supported by gtechna (Comma delimited CSV file) Format details will be provided by the project team (additionnal costs for unsupported formats) Gtechna will support the customer and provide feedback to generate the file in the right format Includes 2 import test runs (with error reports) and a final production import run					
					Total	\$ 4,950.00
PROFESSIONAL SERVICES						
100-GES.PR	PROJECT MANAGEMENT	33.00			\$ 175.00	\$ 5,775.00
400-INS.TE	TECHNICAL INSTALLATION	130.00			\$ 145.00	\$ 18,850.00
502-FORMA.	TRAINING/IMPLEMENTATION	27.00			\$ 145.00	\$ 3,915.00
					Total	\$ 28,540.00

TOTAL FOR EACH CATEGORY



Quotation

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Software	\$ 60,924.40
Software Maintenance	\$ 15,924.80
Subscription	\$ 2,760.00
Transactional	\$ 0.00
Hosting	\$ 4,620.00
Consumables	\$ 6,975.00
Hardware	\$ 21,154.30
Services	\$ 4,950.00
Professional Services	\$ 28,540.00

	Discount	\$ 17,939.60
	Subtotal	\$ 145,848.50
	Taxes	\$ 0.00
US Dollar	Total	\$ 145,848.50

Yearly pre-tax cost breakdown	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total
Software	\$ 60,924.40					\$ 60,924.40
Software Maintenance	\$ 15,924.80	\$ 16,402.54	\$ 16,894.62	\$ 17,401.47	\$ 17,923.49	\$ 84,546.93
Subscriptions	\$ 2,760.00	\$ 2,801.40	\$ 2,843.49	\$ 2,886.16	\$ 2,929.46	\$ 14,220.51
Hosting	\$ 4,620.00	\$ 4,758.60	\$ 4,901.36	\$ 5,048.40	\$ 5,199.85	\$ 24,528.21
Consumables	\$ 6,975.00	\$ 7,184.25	\$ 7,399.78	\$ 7,621.78	\$ 7,850.42	\$ 37,031.22
Hardware	\$ 21,154.30					\$ 21,154.30
Services	\$ 4,950.00					\$ 4,950.00
Professional Services	\$ 28,540.00					\$ 28,540.00
Total	\$ 145,848.50	\$ 31,146.79	\$ 32,039.25	\$ 32,957.82	\$ 33,903.22	\$ 275,895.57

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IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the Effective Date (the date of the last signature). **Please sign and return via email.**

Date : _____

Name in Block Letters : _____

Customer's Signature : _____

Title : _____

* I agree with this price quotation.

* Gtechna reserves the right to amend pricing upon review of final project specifications.

PAYMENT TERMS:

- Net 30 - Full payment is due within 30 days of receipt of any invoice. Interest accrued at 1.5% per month thereafter.

MILESTONE PAYMENTS

- Hosting Services: 100% of annual price due at server activation (during project implementation);
- Hardware: 100% of price due upon delivery;
- Year 1 Maintenance: 100% of Year 1 Maintenance Fee due upon System Ready for Production;
- Subscription Software: 100% of Subscription Fee due upon System Ready for Production;
- Transaction Fees: 100% of Monthly Transaction Fees – Invoiced monthly at the end of each month.

MILESTONE PAYMENTS – SOFTWARE AND SERVICES \$10,000 and UNDER:

- Contract Signature: 100% of Software and Services

MILESTONE PAYMENTS – SOFTWARE AND SERVICES - OVER \$10,000:

- Contract Signature: 30% of Software and Services;
- System ready for tests: 40% of Software and Services - system deployed and configured, remote training completed;
- System ready for production: 20% of Software and Services;
- Full acceptance of system: 10% remainder of Software and Services.

MAINTENANCE AND WARRANTY NOTES:

- Multi-year Extended warranty for hardware to be purchased up front as a fixed one-time fee and not an annual recurring fee;
- Annual Maintenance and Hosting fees to be invoiced annually 90 days in advance of the renewal date;
- 100% of the Annual Maintenance and Annual Hosting fees are due and payable by the beginning of the service period;
- Maintenance and Hosting fees will increase by 5% per annum and shall automatically renew each year. This begins on year 2;
- Maintenance and Hosting fees can be prorated to match Client's fiscal period.
- Hardware: The supplied material must be inspected and tested for defects within 30 days of delivery. Returns will not be accepted after 30 days.

General Contractual Provisions

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Definitions:

"Gtechna" means the entity GTECHNA USA CORPORATION.

"Client" means the Client Name in the "Bill To" address on page 1.

Scope of Provisions

Notwithstanding any provision to the contrary in the document to which this schedule is appended or any other applicable document including any definitive agreement among the parties in connection with the relevant project, the general provisions set out herein shall take precedence over any such other provisions to the extent of any inconsistency.

The general provisions set out herein (i) are not restrictive and may be supplemented (but not refuted except as provided herein) by any other provisions upon which the parties may mutually agree from time to time; (ii) may not be refuted or amended except with the prior written mutual consent of the parties, which consent shall specifically refer to the refuted or amended provisions hereof to be enforceable against Gtechna. Any purchase order or other document issued unilaterally by Client shall be for Client's internal administrative purposes only and none of its terms or conditions may take precedence over the Terms herein.

License Grants

Subject to the terms and conditions of this Schedule and the applicable fees, and payment in full, subject to the milestone payments as agreed in an applicable fee schedule of all applicable fees, Gtechna grants Client and it's users a perpetual, non-exclusive and non-transferable right and license to (i) install, access and use the Software on the equipment on Client's premises or, if the Software is hosted by Gtechna on behalf of Client, to access and use the Software and (ii) use any documentation, solely in connection with Client's business and operations.

The license granted hereunder shall include the right for Client (i) to make a reasonable number of archival (i.e., not active) copies of the Software in machine-executable form as reasonably required for back-up and disaster recovery purposes (and for the disaster recovery service/system); and (ii) to make a reasonable number of copies of the documentation for internal business use. Client's archival copy of the Software may be hosted by a disaster recovery contractor to use in the event of inability to use the Software caused by a force majeure event, and for the purpose of testing disaster recovery procedures; provided that such Software copy contains all of Gtechna's copyright or other proprietary rights notices as indicated on the Software

Subscription Software if applicable will be licensed for the specified term ("Subscription Term") as defined and to be used only during the Subscription Term. The Subscription software includes software support and maintenance for the duration of the Subscription Term.

The rights granted under this Schedule shall also cover all Upgrades and Updates subject to the payment by Client of all corresponding maintenance Fees, provided that all Updates shall be without additional charge to Client and that notwithstanding any Upgrades, Gtechna shall continue to support the version of the Software provided to Client as of the start of this Schedule through the Term of this Schedule.

Professional Services

Gtechna shall provide professional services to Client, which shall consist, among other things, of Software installation and integration, development of specific interfaces, training, Hardware replacement, all as set out in separate Scope of Works (collectively, the "Professional Services").

Client acknowledges and agrees that (A) there are inherent uncertainties associated with the type of Professional Services provided by Gtechna and Client system's environment, and (B) Gtechna's performance of the Professional Services is dependent on (i) the assumptions, if any, made by Gtechna in the applicable Scope of Work, and (ii) Client's and Gtechna's timely and effective satisfaction of all Client requirements. Client also acknowledges and agrees that Gtechna shall not be responsible for any delay in the performance of the Professional Services due to a force majeure event. Gtechna also acknowledges and agrees that Client shall not be responsible for any delay of its deliverables due to a force majeure event.

Ownership of Deliverables

Unless otherwise agreed in writing between the Parties, all rights, title, and interest in and to the Deliverables and work products (including, without limitation software code; not including Hardware devices purchased by Client from Gtechna) provided by Gtechna under this Agreement, including any Scope of Work (collectively, the "Deliverables"), and all related Intellectual Property Rights, shall remain Gtechna's sole property. Gtechna shall retain the Intellectual Property Rights for the specifications, reports, notes, and documentation, however, the documentation provided to Client as part of this Agreement will become Client's property

Fees and Invoicing

Fees - In consideration of the Deliverables provided under this Agreement, Client shall pay the fees set out in this quotation, and related Purchase Order(s) (collectively, the "Fees"). Gtechna shall invoice Client for any applicable sales, in relation to this quotation and/or a subsequent related Purchase Order(s). Client agrees to pay Gtechna the Fees and pre-approved disbursements relating thereto, as the case may be, as well as all taxes applicable thereto within 30 days of receipt of Gtechna detailed invoices. Interest at the lesser of 12.68% per annum (1% per month) or the highest amount allowed by law will be charged and paid by Client on all past due amounts. In the event of any good faith dispute regarding a portion of an invoice, the undisputed portion shall be paid as provided herein. Upon judgment or other resolution of the disputed portion, any amounts owed to Gtechna shall be paid with interest at the rate above, which shall accrue from the date these amounts were originally due.

Limited Warranty

Gtechna warrants that final version software deliverables which constitute original content, will conform to relevant specifications for a period of 30 days from delivery. Gtechna will correct any non-conforming deliverable brought to Gtechna attention in writing within 30 days of its delivery to Client. The foregoing warranty shall not apply to defaults resulting from any act or omission of Client or third parties.

Client may place orders for Hardware via execution of this agreement or via subsequent Purchase Order(s), subject to the availability of such Hardware. Any such Hardware is subject to a standard manufacturer warranty as of the Hardware delivery date or in the case of future replacement or expansion, the delivery date (manufacturer warranty), unless Client purchases an (optional) extended warranty. Gtechna warrants to Client the same Hardware warranty terms or extended warranty terms as the Hardware manufacturer where a Hardware warranty or extended warranty is in effect [purchased by Client from Gtechna] or if there is no such warranty, then a standard limited manufacturer warranty. Gtechna is responsible to ensure that the Hardware is working upon delivery and is responsible for repairs or replacements of Hardware for any damage during delivery.

Indemnity and Limitation of Liability

Gtechna shall indemnify, and hold harmless Client from and against any claims, actions, suits, demands, fines, losses, damages, and all other liabilities brought against or incurred by Client arising out of the infringement of Intellectual Property Rights. Gtechna shall not be liable and assumes no

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responsibility for any loss or damages arising from or in connection with (i) the modification or alteration in any manner by Client of any part of the Software; (ii) the use of any third party software, services or products not developed or provided by Gtechna; or (iii) failure of Client to meet its obligation hereunder to provide in a timely manner any information, access or assistance to Gtechna as required hereunder or as Gtechna requests in order to meet its obligations

THE TOTAL LIABILITY OF GTECHNA FOR CLAIMS BROUGHT AGAINST GTECHNA DIRECTLY BY CUSTOMER UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO GTECHNA FOR PRODUCTS AND/OR SERVICES DURING THE CURRENT 12-MONTH PERIOD FROM WHICH THE EVENT AND LIABILITY ARISES.

Obligation of Confidentiality

The Party ("Recipient") receiving from the other Party (the "Discloser") obtaining any Confidential Information of Discloser agrees to treat the Confidential Information as confidential to and as the property of Discloser (or of Discloser's licensors or other applicable third parties) and to use the same degree of care which it uses with respect to its own information of like nature (which, in any case, will not be less than a reasonable standard of care) to prevent disclosure of the Confidential Information. Recipient shall not disclose, allow access to, transmit or transfer Discloser's Confidential Information to a third party without Discloser's prior written consent; provided, however, that Recipient may disclose Confidential Information to those of its Affiliates, employees, consultants and subcontractors (including, without limitation, its legal counsel and advisors) who have a need to know the Confidential Information for the purpose of this Agreement, provided such parties are bound by an obligation to treat Confidential Information in a manner no less stringent than required by this Agreement.

Recipient will use the Confidential Information only for the purposes contemplated or intended under this Agreement or of performing its obligations hereunder. For greater certainty, except as contemplated or intended under this Agreement, Recipient shall not (i) use any of the Confidential Information to compete, directly or indirectly, against Disclosure's business, products or services; (ii) use Discloser's Confidential Information in any manner which might be detrimental to Discloser; or (iii) allow any third party to do any of the foregoing.

Termination and Effect of Termination

Gtechna or Client may suspend or terminate the Professional Services and/or the Maintenance Services, as applicable if Client or Gtechna fails to perform any of its obligations (including its payment obligations) under this Agreement or the related Cost Schedule(s) or Scope of Work(s), and such failure is not remedied within 30 days from written notice thereof having been given to Client or Gtechna. Suspension or termination shall not relieve Client of its obligation to pay its outstanding invoices

Upon expiry or termination of this Agreement or a Purchase Order: (i) Gtechna will cease providing Professional Services and Maintenance Services to Client that relate to the terminated Purchase Order(s) and/or Scope of Work(s), as applicable; (ii) Gtechna shall be entitled to the payment of any Fees accrued as of the date of termination of the terminated Purchase Order(s) and/or Scope of Work(s), as applicable; (iii) Gtechna will, at no cost to Client, securely transfer all Client Data to Client all as further specified in the technical specifications to be mutually determined by the Parties.

Insurance

Each party will determine the types and amounts of insurance coverage it deems is required in connection with the performance of its obligations pursuant to their agreement. Neither party is required to obtain insurance for the benefit of the other party, and each party shall pay all costs and receive all benefits under policies arranged by it. Each party waives rights of subrogation it may otherwise have regarding the other party's insurance policies, including but not limited to property insurance, business interruption insurance, and other first-party insurance.