

AMEND PARAGRAPH C.1. OF SECTION III – WHO IS AN INSURED

This endorsement changes the policy. Please read it carefully.

Paragraph C.1. of **SECTION III – WHO IS AN INSURED** of the Medical Technology Solutions form is deleted and replaced with the following:

1. Any person or organization that is not otherwise an insured under this policy and that you are required by written contract or agreement to name as an additional insured, including but not limited to any **contract manufacturing organization** or **contract research organization**, but only with respect to liability arising out of **your product** or **your work** in connection with that written contract or agreement. However:
 - a. No such person or organization is an insured for any **claim** arising out of:
 - (1) Their independent acts, errors or omissions; or
 - (2) Any act, error or omission committed, or **bodily injury** or **property damage** occurring, before that contract or agreement was executed.
 - b. The insurance afforded to that person or organization:
 - (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract or agreement to provide for the person or organization; and
 - c. Solely with respect to Liability Coverage **5** Products-Completed Operations Hazard, this insurance will be primary to, and will not seek contribution from, any other insurance available to an additional insured if:
 - (1) The additional insured is a Named Insured under that other insurance; and
 - (2) You have agreed in a written contract or agreement that this insurance will be primary to, and not seek contribution from, other insurance available to the additional insured.Otherwise, this insurance is excess over any other valid and collectible insurance that is available to the additional insured for a loss we cover under this policy.

All other terms and conditions of the Policy remain unchanged.