

Seller agrees to maintain the insurance coverage set forth below during the term of the agreement and for a period of 3 years after expiration. Insurance required to be provided by this exhibit shall be primary and without right of contribution or subrogation from insurance carried by Buyer, and name Buyer as an additional insured (except for workers' compensation and professional liability).

- Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with a minimum of \$1,000,000 each occurrence.
- Comprehensive General Liability Insurance (occurrence form) including premises, contractual liability, products liability, completed operations, independent contractors, broad form property damage and coverage for damage caused by explosion, collapse or structural injury and damage to underground utilities with the following minimum limits of liability:
 - i. Bodily injury: \$2,000,000 each occurrence
 - ii. Property damage: \$2,000,000 each occurrence, or
 - iii. Combined Single Limit: \$2,000,000
- Comprehensive Automobile Liability Insurance including coverage for all owned, non-owned and hired automobiles used by Seller in the performance of the Services with the following minimum of liability:
 - i. Bodily injury: \$2,000,000 each occurrence
 - ii. Property damage: \$2,000,000 each occurrence
- Professional Liability Insurance, as applicable, covering professional Services provided by Seller under the Terms at a minimum of liability of \$2,000,000 each occurrence.
- Umbrella and/or Excess Insurance with a minimum limit of \$10,000,000 in the aggregate to apply in excess of coverage outlined above.
- Technology Errors & Omissions Liability / Cyber Liability. If Seller supplies products, software or services that will collect, store, process or otherwise access any data related to Buyer, its customers, or its employees, then Seller shall maintain Technology Errors and Omissions insurance with limits of \$10,000,000 per occurrence and in the aggregate, providing coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including privacy/network security (cyber) liability coverage, providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breaches; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems.

Insurance shall be issued by insurance carriers licensed to do business under the laws of the country, state, commonwealth, province or territory in which Buyer's obligations are provided, and with a rating of not less than A-VII, as rated in the most currently available "Best's Insurance Guide." Seller shall cause its insurers to issue certificates of insurance to Buyer evidencing that the coverage and policy endorsements required are maintained in force and that not less than 30 days written notice shall be given to Buyer prior to any material modification, cancellation, or non-renewal of the policies. The insurance limits as set forth herein, in no way limit Seller's liability arising out of the Terms.

Seller will ensure that any of its subcontractors used in the performance of this Agreement carry the same insurance as identified above. Seller will maintain full responsibility for all actions of its subcontractors under this Agreement.