

SOLUTION PARTNER INSURANCE REQUIREMENTS

Throughout the Term, Partner, at its own expense, shall maintain the following insurance:

- Statutory workers compensation insurance and employer's liability in an amount no less than \$1,000,000 per occurrence;
- Commercial general liability insurance with bodily injury and property damage limits of \$5,000,000 per occurrence (in any combination of primary or umbrella coverage) and \$5,000,000 in the aggregate (such insurance shall include products liability, contractual liability and completed operations coverage and shall not exclude liability arising out of RF emissions);
- If the use of automobiles is required, commercial automobile liability insurance, each with limits of at least \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account of any occurrence, and \$1,000,000 for each occurrence of property damage;
- Professional liability or errors and omissions coverage in the amount of \$5,000,000 per claim. The professional liability insurance shall include coverage for claims arising from:
 - infringement of any intellectual property right of any third party, including without limitation trade secret, copyright and trademark infringement;
 - any act, error or omission in the rendering or the failure to render technology-based services, or that results in the failure of software licensed to an End User directly or indirectly by Partner to perform the function or serve the purpose intended;
 - data theft, breaches of security, unauthorized access, use, disclosure or theft of PII or Confidential Information, including but not limited to any Data Security Incident;
 - violation of federal, state, or foreign security and/or privacy laws or regulations including but not limited to investigative, mitigation and notification costs;
 - transmission of a computer virus or other type of malicious code; and
 - participation in a denial of service attack on a third party, including but not limited to an End User.

Partner shall maintain such professional liability or errors and omissions coverage during the term of this MSPPA and for at least one year after termination or expiration hereof. Any such policy shall contain an automatic extended reporting period of no less than sixty (60) days, and any such renewal policy shall recognize prior acts.