

1. Insurance: During the entire period of performance of the Purchase Order or Subcontract and irrespective of the place of performance, the Seller will maintain and carry liability insurance which includes but is not limited to employer's liability, workers' compensation, general liability, public liability, property damage liability, product liability, completed operations liability, and contractual liability, with reputable insurance carriers, and in no event shall such insurance amounts be less than minimum statutory requirements.

2. Indemnification: The insurance coverage described herein must be in place and effective before commencement of any activity that is the subject of this Purchase Order or Subcontract Notwithstanding the foregoing requirements, Seller shall indemnify and hold harmless Buyer, its officers, employees, agents, and invitees from and against all claims, judgments, liabilities, losses, injuries, and damages of every nature (including incidental costs and expenses) caused by the negligent acts or omissions to act by the Seller, its officers, employees, agents, invitees, or vendors, directly or indirectly arising out of the performance of the Purchase Order or Subcontract or any negligent act or failure to act by subcontractors and/or suppliers of the Seller. The Seller and its employees shall comply with all applicable State and local laws, ordinance codes and regulations, and all applicable Federal Laws, Executive Orders, and Government Regulations; and Seller hereby indemnifies and agrees to hold Buyer harmless from and against all liabilities and penalties imposed for failure to do so.

3. Fixed Price Contracts: In specific instances, if the Purchase Order or Subcontract is a fixed-price contract, the Buyer may specify in writing additional insurance requirements. Examples of such circumstances include the following: (i) the Seller is, or has a separate operation, engaged principally in Government work; (ii) Government property is involved; (iii) the work is to be performed on a Government installation; and/or (iv) the Buyer elects to assume risks for which the Seller ordinarily obtains commercial insurance.

4. Responsibility for Employee Actions: The Seller assumes sole responsibility and liability for any injuries incurred or suffered by its employees in rendering any performance or services under this Purchase Order or Subcontract if such injuries are caused by the sole action or inaction of the Seller or its employees.

5. Work on a Government Installation: All insurance required as a part of this Purchase Order or Subcontract including that performed on a Government or Client's installation shall be placed with insurance companies that are authorized to do business under the laws of the State or States in which the Government installation is located. Whenever performance under the Purchase Order or Subcontract requires work on a Government installation, the Seller shall, if requested by the Buyer, provide a written statement that the required insurance is in place.

6. If requested by the buyer, prior to initiation of work, Seller shall deposit with Buyer's Purchasing Representative evidence of adequate insurance protection in the form of certificates of insurance as evidence that the required insurance is in effect.

7. If requested by the buyer, the Seller shall furnish Buyer with complete copies of insurance policies. The amounts shall not be less than the amounts specified below, or such other amounts as specified in advance in writing by the Buyer.

8. Seller will prevent all persons or entities retained by, through, or under Seller, from entering upon Buyer's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with the terms of this agreement and the specifications, if any. Should Seller and/or any person or entity retained by, through, or under Seller fail to maintain such insurance, Buyer may secure insurance that will protect its interest and that of Seller and charge the cost of such insurance to the Seller.

9. If requested by the buyer, the policies required pursuant to the above shall contain a waiver of subrogation in favor of the Buyer and any of its affiliates, subsidiaries, or related companies. The insurance certificates must include Buyer as an additional insured on policies

shown in 12(b) and 12(c), and 13(b), 13(c), and 13(e). Such insurance shall be primary as to any other insurance and include a severability of interest clause. All certificates of insurance shall provide that the insurer give thirty (30) days written notice to the Buyer in the event of any material change, non-renewable, or cancellation of the policies. Said notice shall be submitted to Buyer's Purchasing Representative.

10. Security: Seller agrees that all its personnel who, pursuant to this Purchase Order or Subcontract, will be on Buyer's or its Client's premises shall have appropriate authorization issued by Buyer's or its Client's Security Office prior to being accorded access to Buyer's premises. Buyer will furnish the necessary security forms and Seller shall secure their execution and return to Buyer's Security Office at least forty-eight (48) hours prior to the desired access to premises. Denial of access because of failure to comply with Buyer's security procedures shall not be the basis of a claim for breach, nor substantiate any other claim whatsoever by the Seller.

11. Self-Insurance: Any self-insured retention, deductibles, and exclusions in coverage in the insurance policies required herein shall be assumed by, for the account of, and at the sole risk of the Seller, and to the extent applicable shall be paid by the Seller. In no event shall the liability of the Subcontractor be limited to the extent of any of the minimum limits of insurance required under Paragraph 12 or 13.

12. Insurance Requirements for Purchases Made or Subcontracts Placed With Corporate Funds:

(a) Workers' Compensation and Occupational Diseases Liability:

(1) Seller's Workers' Compensation: Statutory Federal/State

(2) Individuals: Not applicable

(b) General Liability: \$1,000,000 per person/\$2,000,000 per occurrence bodily injury and/or property damage (alternative: \$2,000,000 combined single limit [CSL]).

(c) Automobile Liability: Vehicles used in providing Seller's services:

(1) Private Passenger Vehicles: \$1,000,000 per accident covering all owned, non-owned, and hired vehicles.

(2) Commercial Vehicles: \$5,000,000 per accident covering all owned, non-owned, and hired vehicles.

(3) Individuals: \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage, or as commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

13. Insurance Requirements for Purchases Made or Subcontracts Placed With U.S. Government Funds Under a Prime Contract or Higher-Tier Subcontract Pursuant to FAR 28.307-2:

(a) Workers' Compensation and Occupational Diseases Liability:

(1) Seller's Workers' Compensation: At least Statutory Federal/State

(2) Individuals: Not applicable

(b) General Liability: \$1,000,000 per person/\$2,000,000 per occurrence bodily injury and/or property damage (alternative: \$2,000,000 combined single limit [CSL]). Coverage shall include, but not necessarily be limited to, premises and operations, products, and completed operations and contracts, with the enhancements as specified below.

(1) Low Risk Seller Activities: \$1,000,000 per occurrence (examples include professional services, classroom training activities, software programmers, couriers and messengers, audio and video equipment suppliers, office machine maintenance, and delivery services).

(2) Medium Risk Seller Activities: \$3,000,000 per occurrence (examples include painting/wall paper contractors, plumbers, furniture movers, cafeteria/food service providers, landscapers [excluding tree cutting], and janitorial services).

(3) High Risk Seller Activities: \$5,000,000 per occurrence (examples include construction, HVAC contractors, electrician, industrial machinery repair, scaffolding/lifts, welders/brazing,

paving/road construction, building maintenance, metal working, plating, material handling, remediation and waste management).

(c) Automobile Liability: Vehicles used in providing Seller's services:

(1) Private Passenger Vehicles: \$1,000,000 per accident covering all owned, non-owned, and hired vehicles.

(2) Commercial Vehicles: \$5,000,000 per accident covering all owned, non-owned, and hired vehicles.

(3) Individuals: \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage, or as commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) IF APPLICABLE, Professional Errors & Omissions (including Environmental Impairment Liability): \$5,000,000 per occurrence

(e) IF APPLICABLE, Aviation Liabilities:¹ When aircraft are used in connection in performance of the Seller's services, the aircraft's public and passenger liability insurance coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater

(f) IF APPLICABLE, Vessel Liability: When the Seller's performance involves use of vessels, the Buyer shall require, as determined by its Client, and the Seller shall provide, vessel collision liability and protection and indemnity liability insurance.

(g) IF APPLICABLE, All Risk Property/Builders Risk Coverage:² Replacement cost value at 100%.

¹Includes Aircraft Products and Completed Operations; Extended coverage includes, War, Hi-Jacking and Other Perils (AVN 52E)

²Includes Contractor's Equipment, Business Interruption, and Terrorism Coverage