

Insurance Requirements

COMPANY shall, at its own expense, procure and maintain for itself and its Personnel any insurance coverage as may be required by applicable law, including workers' compensation insurance. All such insurance shall contain a waiver of subrogation in favor of PB for all losses and damages covered by such insurance. COMPANY shall also, at its own expense, procure and maintain in effect for the term of the Agreement the insurance coverage set forth below. COMPANY shall furnish to PB a certificate of insurance evidencing such coverage and, except with respect to its workers' compensation policy and professional liability policy, naming PB as an additional insured within fifteen (15) days of the execution of the Agreement. Such certificate will include a provision whereby fifteen (15) days notice must be received by PB prior to coverage cancellation by either COMPANY or insurer or a material change in such policy. Certificates of Insurance on an Acord form or its equivalent must be submitted to PB upon execution of the Agreement and prior to commencement of Services. Certificates must be automatically renewed each year that the Agreement is in force.

In the event that any Service under the Agreement or any Ordering Document is to be rendered by Personnel other than COMPANY's employees, COMPANY shall furnish PB with evidence of insurance for such person(s) subject to the same terms and conditions as set forth above applicable to COMPANY prior to commencement of Services by such person(s). PB may request a property hazard inspection. Upon reasonable notice from PB for such an inspection, COMPANY shall grant access to any COMPANY facility in which COMPANY is performing its obligations under the Agreement, to PB's insurance company, an independent inspector appointed by PB or such other third party, acceptable to COMPANY, which acceptance shall not be unreasonably withheld.

The following minimum coverage and limits are required.

- **Workers Compensation:**
 - Workers Compensation – statutory limits
 - Employer's Liability with policy limits of \$2m
- **Commercial General Liability/Products Liability:**
 - Each Occurrence: \$2m, Aggregate: \$4m.
 - Include Bodily Injury, Personal and Advertising Injury, Property Damage, Products, Completed Operations, Premises/Operation, Contractual, Owners and COMPANY's Protective.
- **Automobile Liability, Bodily Injury, Property Damage:**
 - Combined Single Limit: \$2m,
 - Any Automobile (includes owned, non-owned and hired).
- **Excess Umbrella Policy:**
 - \$5m, excess of Employers, Auto and General Liability.
- **Professional Liability (Errors and Omissions):**
 - Each Occurrence/Aggregate \$5m
 - Include coverage for breach of privacy, loss of confidential information and identity theft
- **Commercial Crime/Fidelity Bond:**
 - Covers Dishonest Acts of supplier and its employees
 - Each Occurrence/Aggregate \$5m
 - Pitney Bowes is to be named Loss Payee

Additional Requirements:

- All claims-made policies must be maintained for a period of at least 3 years after completion of services under the Agreement. If any claims-made policy is cancelled, an extended reporting period for 3 years following the completion of the Agreement must be purchased. This obligation may be met by renewing such policies with a Retro Date covering the applicable period and three (3) years beyond completion of the Agreement.

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- COMPANY's liability is not limited or restricted by insurance limits or COMPANY's failure to provide coverage.
- COMPANY or its insurer shall provide PB with notice of cancellation of coverage in accordance with policy provisions.
- COMPANY's insurance company must have A.M. Best Rating of A-VIII or better.
- PB, its subsidiaries, directors, officers, agents and employees must be listed as an additional insured on the Automobile Liability, Commercial General Liability / Product Liability, Excess Umbrella and Commercial Crime/Fidelity Bond policies and each policy's insured vs. insured exclusion must be amended to exempt PB in its status as an additional insured from this exclusion.
- COMPANY's insurance shall be primary insurance as respects any claims, losses or liability arising directly or indirectly from the COMPANY's operations and any insurance maintained by PB shall be excess and not contributory with the insurance provided hereunder.
- COMPANY's insurance shall be endorsed to waive all rights of subrogation against PB, its subsidiaries, its officers, directors, agents and employees.
- COMPANY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except to the limits of the insurer's liability.
- Coverage shall include Cross-Liability coverage/separation of insured coverage.
- COMPANY shall be responsible for and shall assume full responsibility for payment of any and all deductibles or self-insured retentions without any contribution from PB.
- COMPANY shall provide a Certificate of Insurance evidencing all of the above indicated insurance policies. The certificate must clearly indicate the Agreement details including contract number, procurement person, and other information so that the Agreement may be easily identified. The Certificate of Insurance must be provided upon execution of the Agreement and no later than 10 days after renewal of the insurance policies.
- COMPANY shall provide thirty (30) day notice of policy cancellation of coverage as respects the terms and conditions of the Agreement.

The terms and conditions of these Insurance Requirements that by their context or nature are intended to survive after the termination or expiration of the Agreement shall survive the termination or expiration of the Agreement.