

PURCHASE ORDER ATTACHMENT SA-004

INSURANCE PROTECTION, INDEMNIFICATION, AND SECURITY REQUIREMENTS

1. 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. Seller shall, upon request, 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 Buyer's Insurance Office. 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 which will protect its interest and that of Seller and charge the cost of such insurance to the Seller.

Insurance Requirements

A. Workers' Compensation

Required for All Risk Levels:
Companies

Workers' Compensation – Statutory
Employers' Liability- \$1,000,000 each person/each accident
Not Applicable

Individuals

B. Auto Liability

Required for All Risk Levels for vehicles used in the performance of the contracted work:

Company Vehicles

Private Passenger Vehicles - \$1M per accident covering all owned, non-owned and hired vehicles.
Commercial Vehicles - \$5M per accident covering all owned, non-owned and hired vehicles.

Individuals

\$500K per accident

C. General Liability

Low Risk

\$1M per occurrence

Examples of Low Risk Activities:

Professional Services, Training Activities (Classroom), Software Programmers, Couriers & Messengers, Audio & Video Equipment Suppliers, Office Machine Maintenance, Delivery Services.

Medium Risk

\$3M per occurrence

Examples of Medium Risk Activities: Painting/ Wall Paper Contractors, Plumbers, Furniture Movers, Cafeteria/Food Service Providers, Landscapers (excluding tree cutting), Janitorial Services.

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High Risk \$5M per occurrence

Examples of High Risk Activities: Construction, HVAC contractors, Electrician, Industrial Machinery Repair, Scaffolding/Lifts, Welders/Soldering, Paving/Road Construction, Building Maintenance, Metal Working, Material Handling, Remediation & Waste Management.

If Applicable:

D. Professional Errors and Omissions (including Environmental Impairment Liability) \$5,000,000 per occurrence

E. Aviation Liability (including Aircraft Products and Completed Operations) War, Hi-Jacking and Other Perils (AVN 52D) \$200,000,000 per occurrence
\$50,000,000 per occurrence and aggregate

F. Hangarkeepers' Liability \$200,000,000 per occurrence

G. All Risk Property/Builders Risk Coverage (including Contractors Equipment, Business Interruption and Terrorism Coverage) Replacement cost value at 100%

2. 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 1(B), 1(C) and 1(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.
3. 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 this purchase order or any negligent act of failure to act by subcontractors or suppliers of the Seller.
4. 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.
5. Seller agrees that all its personnel who, pursuant to this purchase order, will be on Buyer's premises shall have appropriate authorization issued by Buyer's Security Office prior to being accorded access to Buyer's premises. Buyer will furnish the necessary security forms and Seller shall secure their

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INSURANCE PROTECTION, INDEMNIFICATION, AND SECURITY REQUIREMENTS (Continued)

execution and return to Buyer's Security Office at least twenty-four (24) 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.

END OF DOCUMENT

The text of this document shall not be changed except by written agreement between Buyer and Seller