

VENDOR AGREEMENT MODULE
INSURANCE: IN

1. Vendor shall, at its sole expense throughout the Agreement term and until the later of the end of the agreement term and the end of the period of data or network access described in this module and/or the Agreement maintain with one or more reputable and properly licensed insurance companies which are acceptable to CWT, the following insurance policies with worldwide jurisdiction:
 - 1.1. Professional Liability insurance including Media Liability, Cyber-Risk/Network Security and Privacy Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions, in rendering Services in connection with this Agreement including computer or information technology services, and coverage for copyright or trademark infringement, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures, costs arising from data damage/destruction/corruption, contractual liability, regulatory costs/penalties, notification costs, and regulatory defense costs. The minimum limit of this insurance will:
 - 1.1.1. if Vendor has access to CWT's IT network or environment and no other access as detailed in 1.1.2 or 1.1.3, be USD5,000,000 per occurrence;
 - 1.1.2. if Vendor has access to Personal Data (PII) of CWT and/or its customers and no other access as detailed in 1.1.3, be USD10,000,000 per occurrence.
 - 1.1.3. if Vendor has access to credit card numbers or PCI data include coverage for payment card industry (PCI) fines and penalties, be a minimum limit not less than USD20,000,000 per occurrence;
 - 1.2. Workers' Compensation Insurance or other similar social insurance in accordance with the laws of each country, state or territory exercising jurisdiction over Vendor Personnel with the minimum limits not less than those required by law. CWT will not accept a claim for Worker's Compensation Insurance or Employer's Liability in respect of any Vendor personnel, even if Vendor is not required by law to have Workers Compensation Insurance or Employers Liability Insurance;
 - 1.3. Commercial General Liability insurance policy with a minimum limit not less than USD10,000,000 (ten million) per occurrence for Bodily Injury, Property Damage, Personal Injury including Premises/Operations, Products/Completed Operations, Independent Contractors, and Broad Form Property Damage. This insurance can be provided by a combination of primary umbrella / excess liability policies. Commercial General Liability insurance shall name Carlson Travel, Inc. as additional insured. In the absence of additional insured wording, the policy will contain an "indemnity of principals" clause;
 - 1.4. Commercial Crime Insurance for loss of money, securities and other tangible personal property of CWT resulting directly from the fraudulent or dishonest acts by Vendor Personnel while performing professional services for CWT, extending to CWT's premises and with a minimum limit not less than USD 1,000,000 (one million) per claim;

collectively 'Vendor Insurance'.
2. Vendor Insurance shall be primary to insurance coverage, if any, maintained by CWT. Vendor insurance shall provide coverage for all employees of Vendor and all independent contractors and temporary staff working under the direction of Vendor.

3. Vendor Insurance may refer to currencies other than USD provided that at all times the monetary extent of cover is equivalent to or greater than the USD amount specified in these terms.
4. Vendor, and its insurers agree to waive any right of subrogation against CWT for any claims arising out of or in connection with Vendors performance of the Services.
5. Upon request by CWT, Vendor shall provide one or more certificates from relevant insurer/s, in format satisfactory to CWT, evidencing required coverage is in full force and effect and send to the CWT address for contract administration set forth in this Agreement, or such other address specified by CWT. Each certificate shall state the relevant policy number(s), date(s) of expiration and limits of coverage.
6. If Vendor subcontracts any Services in accordance with the provisions of this Agreement, Vendor shall cause each applicable subcontractor to procure and maintain appropriate insurance coverage. It is expressly understood that Vendor is ultimately responsible for its subcontractors including without limitation ensuring that appropriate insurance is maintained by its subcontractors.