

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 or 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 the following insurance policies with worldwide jurisdiction:

Type of Coverage	For Software as a Service	For Professional Services	For IT Equipment/Vendor
Commercial General Liability/Public Liability			
including bodily injury and property damage	USD \$1,000,000 each occurrence	USD \$1,000,000 each occurrence	USD \$1,000,000 each occurrence
personal & advertising injury	USD \$1,000,000 each person	USD \$1,000,000 each person	USD \$1,000,000 each person
products/completed operations	USD \$2,000,000 aggregate	USD \$2,000,000 aggregate	USD \$2,000,000 aggregate
Commercial General Liability aggregate	USD \$2,000,000 aggregate	USD \$2,000,000 aggregate	USD \$2,000,000 aggregate
Umbrella/Excess	USD \$2,000,000 each occurrence and aggregate	USD \$2,000,000 each occurrence and aggregate	USD \$2,000,000 each occurrence and aggregate
Such insurance shall follow the primary policies' forms and provide excess or umbrella liability coverage in excess of the limits of liability available under the underlying General Liability, Automobile Liability and Employer's Liability coverage. Represents combined aggregate General Liability/Umbrella	USD combined \$4,000,000 aggregate	USD combined \$4,000,000 aggregate	USD combined \$4,000,000 aggregate
Automobile Liability	USD \$1,000,000 combined single limit each accident	USD \$1,000,000 combined single limit each accident	USD \$1,000,000 combined single limit each accident
Covering all owned, non-owned, hired and leased vehicles used in the performance of the Agreement. NOTE - Coverage waived if the vendor is not providing transportation services to CWT or its clients or does not use vehicles in providing its services.			
Workers' Compensation	Statutory	Statutory	Statutory
Employers' Liability	USD \$1,000,000	USD \$1,000,000	USD \$1,000,000
Workers' Compensation Insurance and Employers Liability 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.	USD \$5,000,000	USD \$5,000,000	USD \$5,000,000

Type of Coverage	For Software as a Service	For Professional Services	For IT Equipment/Vendor
Professional Liability – (non-IT)	n/a	USD \$5,000,000 per claim	n/a
Insurance covering CWT’s defense and liability resulting from actual or alleged errors, omissions, wrongful acts or acts of the Vendor, its principals or Vendor Personnel in the course of rendering or failing to render the Services.			
Cyber/Network Liability - if vendor does not have access to personal data/PII, but access to CWT Network	USD \$5,000,000	USD \$5,000,000	n/a
Including coverage for loss, disclosure and theft of data in any form; media, and content rights infringement and liability, including but not limited to software copyright infringement; network security failure including but not limited to denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year.			
Cyber/Network Liability - if vendor has access to personal data/PII but not PCI Data - Level 3 or 4 Data	USD \$10,000,000	USD \$10,000,000	n/a
Cyber/Network Liability - if vendor has access to PCI / Credit Card Data	USD \$20,000,000	USD \$20,000,000	n/a
Technology Errors & Omissions (Tech E&O)	USD \$5,000,000	USD \$5,000,000	n/a
Coverage for liabilities arising from errors, omissions or negligent acts in rendering or failing to render computer or information technology services and technology products. Such policy shall include coverage for violation of software copyright, punitive damages and claims expenses.			
Crime Insurance	USD \$1,000,000	USD \$1,000,000	USD \$1,000,000
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. Coverage to include social engineering and computer fraud/cyber crime and identity theft.			

2. Vendor insurance shall contain a Waiver of Subrogation in favor of Additional Insureds.
3. The CWT entity (as is set out in the master agreement) and its affiliates, subsidiaries, officers, directors, and employees must be named as Additional Insureds under the general liability, employer's liability, automobile liability and umbrella/excess policies. Such coverage shall be primary and non-contributory with any coverage that may be maintained by the Additional Insureds.
4. The above required limits may be met by using a combination of primary and umbrella/excess insurance coverage.
5. The above required minimum requirements do not limit the liability of the Vendor outlined within this agreement.
6. Vendor, at its sole cost and expense, shall procure and maintain insurance for the coverages listed above, written for not less than the limits specified for each coverage (except that if Vendor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein).
7. All Vendor sub-contractors shall maintain the insurance coverages outlined above and comply with all requirements set forth above, including the furnishing of separate insurance certificates.
8. Policies shall be placed with licensed carriers with A.M. Best's Key Rating Guide of not less than A and with Best's Financial Size Category of not less than VIII.
9. 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.
10. Upon request by CWT, Vendor shall provide one or more certificates from relevant insurer/s, in a 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.

Date: October 2023