convergint

Vendor Insurance Requirements

Vendor shall, at its sole cost, procure and maintain the insurance set forth below, with limits not less than the greater of: (i) amounts required by applicable law, (ii) the amounts specified herein, or (iii) the amounts actually maintained by Vendor. Any third party engaged by Vendor to fulfill obligations under this Agreement (*e.g.*, subcontractor) engaged by Vendor in connection with this Agreement shall maintain insurance meeting the same requirements applicable to Vendor.

A. Required Insurance Coverage and Minimum Limits

1. **Commercial General Liability**, with occurrence based policy trigger, on ISO Form CG 00 01 or equivalent, including premises/operations, products-completed operations, and broad form contractual liability, covering at least bodily injury, property damage, personal and advertising injury, with limits of:
    - $2,000,000 General Aggregate;
    - $2,000,000 Products-Completed Operations Aggregate;
    - $1,000,000 Personal and Advertising Injury; and
    - $1,000,000 Each Occurrence.
2. **Workers' Compensation and Employers' Liability**, as required by law where Vendor's employees reside, on NCCI Form WC 00 00 00 A (Ed. 1-15) or equivalent, with Employers' Liability limits sufficient to satisfy underlying insurance requirements of the Umbrella Liability policy.
3. **Automobile Liability**, on ISO Form CA 00 01, Symbol 1 ("any auto"), or if no owned autos, Symbols 8 and 9 (non-owned and hired autos), with a $1,000,000 combined single limit.
4. **Umbrella Liability**, at least as broad as the underlying Commercial General, Automobile, and Employers' Liability coverages, with limits of $5,000,000 per occurrence and $5,000,000 aggregate.
5. **Professional Liability**, covering wrongful acts arising from services performed under this Agreement by Vendor or its subcontractors, with limits of $10,000,000 per claim and $10,000,000 aggregate.
6. **Cyber Liability**, covering unauthorized compromise of, access to, disclosure or, or use of Convergint or End User data, including personal data, network security intrusions or failures, transmission of malicious code, security vulnerabilities or failures in or arising from Products, interruptions to Vendor's information systems, and intellectual property infringement, misappropriation, or dilution, with limits of $10,000,000 per claim and $10,000,000 aggregate.

B. Acceptability of Insurers

Unless otherwise agreed to in writing by Convergint, insurance shall be placed with insurers authorized to do business in all applicable jurisdictions and having a Best's Insurance Reports rating of no less than "A-" and a financial size of no less than Class "X."

C. Additional Insured; Primary and Non-Contributory; Waiver of Subrogation

The Commercial General Liability, Automobile Liability, and Umbrella Liability policies shall be endorsed to:
(i) name Convergint, including its directors, trustees, officers, agents, representatives, and employees, and any other parties required by contract, as additional insureds;
(ii) provide that coverage for Convergint is primary and non-contributory, with any insurance maintained by Convergint excess; and
(iii) include a waiver of subrogation in favor of Convergint.
Additional insured coverage under the Commercial General Liability policy shall be no less broad than ISO Form CG 20 10.

D. Evidence of Insurance

At least fifteen (15) days prior to commencing activities, and within one (1) business day following any renewal or replacement of coverage or upon Convergint's request, Vendor shall provide an ACORD 25 Certificate of Liability Insurance evidencing the required coverages and limits. Upon request, Vendor shall also provide schedules of forms and endorsements and copies of any endorsements requested by Convergint.

E. Notice of Cancellation / Non-Renewal / Material Change

Vendor (or its assignees) shall provide Convergint at least thirty (30) days' prior written notice of cancellation, non-renewal, or material modification of any required policy. Any deviations from these requirements must be approved in writing by Convergint's legal or risk management department; otherwise, Convergint may terminate this Agreement for cause.