**SaaS Passport Insurance Add-On**

**Version 1.0.0-pre.2**

1. *Carry Insurance*. Provider agrees to carry insurance policies meeting the following criteria or better, covering the entire term of the agreement, plus an additional 12 calendar months:

(a) commercial general liability:

(i) including contractual and product liability

(ii) $2,000,000 per occurrence

(iii) $2,000,000 in the aggregate

(iv) $100,000 maximum deductible or retention

(b) privacy and cybersecurity liability:

(i) covering costs arising from data destruction, hacking, or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs

(ii) $2,000,000 per occurrence

(c) workers' compensation policies meeting all legal requirements

(d) employer's liability policy:

(i) $500,000 per occurrence

(e) professional liability or errors and omissions:

(i) $2,000,000 per occurrence

(ii) $2,000,000 in the aggregate

(iii) $100,000 maximum deductible or retention

2. *Minimum Ratings*. Provider agrees to meet *Section 1 (Carry Insurance)* with policies from insurers with the following minimum ratings:

(a) A.M. Best Financial Strength: "A- (Excellent)"

(b) A.M. Best Financial Size: "X"

(c) Standard and Poor's: "AA- (Excellent)"

3. *Combined Limits*. Provider may satisfy limits under *Section 1 (Carry Insurance)* with combinations of primary and umbrella excess coverage that result in the same coverage as a single policy meeting the required limits.

4. *Additional Insureds*. Provider agrees to name Customer, each of Customer's subsidiaries, and Customer Personnel as additional insureds in the commercial general liability policy for contractual liability.

5. *Proof of Coverage*. Upon request, Provider agrees to provide Customer proof of insurance coverage required under this agreement.

6. *No Excuse*. Provider agrees that carrying insurance does not excuse or limit Provider's liability under the agreement.

7. *Definitions*. The following terms mean the same in this add-on as in the base terms: **Customer**, **Customer Personnel**, **Provider**.

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