Insurance Requirements for General Terms and Conditions for Purchases
for SAP Canada Inc. or any of it or its' parent company SAP SE's affiliates based in Canada (each "SAP") April 2018

1. **Insurance.** While performing any work, or providing products or services related to this Agreement, any applicable SOW, any extension thereof. Vendor agrees to maintain, at its own expense, all necessary insurance for Vendor at least the following kinds and limits, with insurance companies licensed or permitted to do business in the jurisdiction(s) where the work, products or services will be provided and rated at a minimum of "A-" VIII by AM Best (or similarly recognized rating agency in the country where the coverage was obtained):

1.1 Workers' Compensation (or similarly required government scheme) – in accordance with statutory requirements for all locations where work, products or services are to be provided.

1.1.1 For any work performed in the United States or Canada, the policy shall be amended to include a waiver of subrogation endorsement in favor of SAP Parties, which shall be defined as: SAP, its parent(s) and each of their respective direct or indirect, partners, members, affiliates, principals, directors, officers, stockholders and employees ("SAP Parties").

1.2 Commercial General Liability – with a limit of not less than $1,000,000 per occurrence, $1,000,000 for products and completed operations, and $2,000,000 in the aggregate including, but not limited to, coverage for bodily injury, death, property damage, products and completed operations, independent contractors, premises/operations, sudden and accidental pollution coverage, contractual, and personal and advertising injury liabilities.

For any work performed in the United States or Canada:

1.2.1. Policy shall include an endorsement including SAP Parties as additional insureds.
1.2.2. Policy shall include a waiver of subrogation endorsement in favor of SAP Parties.
1.2.3. Policy shall include a cross-liability and severability of interest clauses.
1.2.4. Policy shall contain an endorsement noting that Vendor's insurance is primary and any other insurance carried by SAP shall be noncontributory.
1.2.5. If Vendor is providing bartending or services which include the serving or distribution of alcoholic beverages, policy shall include Liquor Liability coverage – with a limit of not less than $1,000,000 per occurrence.

1.3 Commercial Automobile Liability, If Vendor will use automobiles on SAP property to complete work under this Agreement, Vendor shall maintain Commercial Automobile Liability with a combined single limit of not less than $1,000,000 per occurrence for bodily injury, death and property damage for all owned, non-owned, hired or leased vehicles operated by Vendor Personnel.

For any work performed in the United States:

1.3.1. Policy shall include an endorsement, including SAP Parties as additional insureds.
1.3.2. Policy shall include a waiver of subrogation endorsement in favor of SAP Parties.
1.3.3. Policy shall include a cross-liability endorsement and severability of interest clauses.
1.3.4. Policy shall contain an endorsement noting that Vendor's insurance is primary and any other insurance carried by SAP shall be noncontributory.

1.4 Professional Liability (Errors & Omissions). If Vendor will be providing "Professional Services" under this Agreement, Vendor will maintain Professional Liability insurance (Errors & Omissions) with a limit of not less than $1,000,000 per claim and covering claims arising out of or related to acts, errors or omissions in connection with work or services provided by Vendor. The policy shall have a retroactive date on or before the Agreement date or the date of Vendor's first professional service, whichever is earlier. Vendor shall use commercially reasonable efforts to maintain such coverage for one (1) year following final delivery of work or services.

1.5 Commercial Crime Insurance. If Vendor will have access to or exercise control over SAP's cash, financial instruments, or may be able to negotiate contract terms with third parties on behalf of SAP, Vendor will maintain Commercial Crime Insurance with a limit of not less than $1,000,000 per occurrence, covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Vendor's Personnel, acting alone or in collusion with others.

1.6 Cyber Liability Insurance. If Vendor will provide cloud solutions or related services or have access to or exercise control over a third party's computer network, database storage, confidential information, or any personal identifiable information on SAP's customers or employees Vendor shall maintain **Cyber Liability Insurance** with a limit of not less than $5,000,000 per

claim and covering claims arising out of or related to network security liability or privacy liability exposures. The policy shall have a retroactive date on or before the Agreement date or the date of Vendor's first service, whichever is earlier. Vendor shall use commercially reasonable efforts to maintain such coverage for three (3) consecutive years following final delivery of work or services.

1.7 Riggers Liability Insurance. If Vendor will be hoisting, rigging or using a crane to complete their work, Vendor will maintain Riggers Liability Insurance in at least amounts to cover full replacement value of items being rigged.

1.8 All insurance policies required to be maintained by Vendor, except for Professional Liability and Crime Insurance must be written on an occurrence basis. Policies specified above may be maintained with limits listed in other foreign currencies, if they are equivalent to the amounts required herein.

1.9 SAP will be provided with certificates of insurance and, where applicable, copies of policy endorsements prior to beginning of work or delivery of products or services and annually upon renewal of Vendor's insurance programs.

1.10 Vendor shall require any subcontractors performing work related to this Agreement to maintain all statutory insurance coverages and commercial general liability coverage as required herein.

1.11 Vendor shall be liable for any deductibles, retentions or other self-insurance mechanisms specified in such policies.

1.12 None of the requirements contained herein as to types or limits or SAP's approval of insurance coverage to be maintained by Vendor are intended to, and shall not in any manner, limit, qualify or quantify liabilities and obligations assumed by Vendor under the Agreement or otherwise provided by law.