SAP's Standard Insurance Terms

1. APPLICABILITY

These SAP's Standard Insurance Terms apply to any Supplier providing Supplies to SAP or an SAP Affiliates if these Supplemental Terms are included as a hyperlink into the applicable SAP Procurement General Terms and Conditions as posted on the SAP Supplier Portal, or any other agreement ("Agreement").

2. INSURANCE REQUIREMENTS

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

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. For any work performed in the United States or Canada, policy shall name SAP Parties as additional insureds, waive subrogation in favor of SAP Parties, and provide that Vendor's insurance is primary and any other insurance carried by SAP shall be noncontributory.

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 all vehicles operated by Vendor personnel. For any work performed in the United States or Canada, policy shall name SAP Parties as additional insureds, waive subrogation in favor of SAP Parties, and provide that Vendor's insurance is primary and any other insurance carried by SAP shall be noncontributory.

4. **Excess\Umbrella Liability** – with a limit of not less than $5,000,000 per occurrence. Coverage shall provide excess limits and be follow form or broader to coverages listed in 2. and 3.

5. **Professional Liability (Errors & Omissions) –** if Vendor will be providing "Professional Services" under this Agreement, Vendor will maintain Professional Liability insurance 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 maintain such coverage for one (1) year following final delivery of work or services.

6. **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.

7. **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 and 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 maintain such coverage for three (3) consecutive years following final delivery of work or services.

Upon request, SAP will be provided with certificates of insurance prior to beginning of work or delivery of products or services. 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. 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.