

CONTRACTOR AGREEMENT - INSURANCE ADDENDUM (TEXAS)

INSURANCE ADDENDUM

This INSURANCE ADDENDUM is attached to and made part of a certain _____ (the "Base Agreement") between _____ ("Company") and _____ ("Contractor"). In the event of any conflict between the Base Agreement and this addendum, this addendum will control.

During the term of the Base Agreement, Contractor will maintain the following insurance coverage with insurance carriers rated A- or better by A.M. Best Company:

1. Standard coverages-

(a) Workers' compensation insurance as required by law in the State(s) where the services will be performed by Contractor, including employers' liability coverage for injury, disease, and death with coverage limits of not less than \$1,000,000 per accident and employee.

(b) Commercial general liability insurance, including contractual liability coverage, on an occurrence basis for bodily injury, death, "broad form" property damage, products and completed operations, and personal and advertising injury with coverage limits of not less than \$1,000,000 per occurrence; and, if Contractor will utilize motor vehicles in connection with the services to be performed, commercial auto liability coverage for all vehicles to be used with coverage limits of not less than \$1,000,000 per occurrence.

(c) Umbrella (excess) liability insurance on an occurrence form with coverage limits of not less than \$1,000,000 per occurrence.

1. Specific coverages-

(a) If the services to be performed include consultative, design, development or other professional services, professional liability insurance with coverage limits of not less than \$1,000,000 per claim.

(b) If the services to be performed include access to financial information, funds, payments, or other financial records, commercial crime insurance on an occurrence form with coverage limits of not less than \$1,000,000 annual aggregate.

(c) If the services to be performed include the collection, storage, processing or other access to any data related to Company or its customers or employees, network security and privacy liability insurance for (i) Contractor's unauthorized disclosure of, or failure to properly

handle, personal or other confidential data and (ii) financial loss, including any related defense expense, resulting from Contractor's wrongful acts in rendering the services with coverage limits of not less than \$1,000,000 per claim.

1. **Coverage requirements-**

(a) Contractor will name Company and its applicable affiliates as additional insured(s) in the commercial general liability, commercial auto liability, and umbrella (excess) liability policies, and, if applicable, the commercial crime and network security and privacy liability policies.

(b) Contractor's insurance policies will be considered primary without right of contribution from Company's policies.

(c) Contractor will include a severability of interests and waiver of subrogation clause in favor of Company in the workers' compensation and employers' liability, commercial general liability, commercial auto liability, and umbrella (excess) liability policies and, if applicable, the commercial crime policy.

1. **Notice of Cancellation and Right to Review-**

(a) Contractor will provide Company with notice of cancellation of any policy required above in accordance with policy provisions.

(b) Upon Company's request, Contractor will provide evidence of any required insurance coverage to Company.

1. **Signatures.** The parties may execute this addendum using electronic signatures, electronic copies, and counterparts.

COMPANY:

CONTRACTOR:

B y :

B y :

N a m e :

N a m e :

T i t l e :

T i t l e :

D a t e :

D a t e :

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