

## Ultra Maritime Subcontractor Insurance Requirements

SELLER shall procure and maintain the insurance coverages outlined in this section. Except for professional, cyber, and pollution liability insurance, which may be written on a claims-made basis, all policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write insurance under the laws of the state in which the work is to be performed. Each insurer shall have a current financial strength rating of not less than "A-"; VIII as assigned by A.M. Best, or equivalent rating assigned by a similar rating agency acceptable to Ultra Maritime.

Each insurance policy described below shall provide terms as indicated, with a minimum limit of insurance as specified.

### I. Commercial General Liability

A. SELLER shall purchase and maintain the following minimum commercial general liability insurance for all operations written on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the general aggregate limit applies on a per-location/per-project basis. The policy shall provide no less than the following minimum limits:

i. General Aggregate-per project	\$2,000,000 general aggregate
ii. Products & Completed Operations	\$2,000,000 annual aggregate
iii. Personal & Advertising Injury	\$1,000,000 each occurrence
iv. Each Occurrence	\$1,000,000 each occurrence
v. Fire Damage Legal Liability	\$1,000,000 each occurrence
vi. Medical Expense	\$ 5,000 any one person.

- B. The policy shall include contractual liability coverage sufficient to address the obligations of this contract.
- C. This insurance policy shall include Ultra Maritime, its affiliates and subsidiaries, and the directors, officers, employees and successors and assigns of each as Additional Insureds. This policy shall be primary and non-contributory with respect to any other insurance available to an additional insured.
- D. The policy shall include a Waiver of Subrogation endorsement in favor of Ultra Maritime, its affiliates and subsidiaries, and the directors, officers, employees, and successors and assigns of each.

### II. Automobile Liability Insurance *[APPLICABLE IF SELLER WILL BE USING AN AUTOMOBILE (PERSONAL OR RENTED) WHILE CONDUCTING ULTRA MARITIME BUSINESS]*

A. Automobile liability insurance with respect to the operations of any owned, leased, hired and non-owned, vehicles including trailers used in the performance of the work with a minimum \$1,000,000 combined single limit for Bodily Injury & Property Damage.

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- B. If hauling contaminants and/or pollutants, the policy shall include a CA 99 48 Broadened Pollution Endorsement or its equivalent. The SELLER must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall contain coverage Form MCS-90. (If applicable)
- C. This insurance policy shall include Ultra Maritime, its affiliates and subsidiaries, and the directors, officers, employees, and successors and assigns of each as Additional Insureds. This policy shall be primary and non-contributory with respect to any other insurance available to an additional insured.
- D. The policy shall include a Waiver of Subrogation endorsement in favor of Ultra Maritime, its affiliates and subsidiaries, and the directors, officers, employees, and successors and assigns of each.

### III. Worker's Compensation and Employer's Liability Insurance

The SELLER shall maintain:

- A. Workers' Compensation coverage in compliance with the statutory provisions of the project's jurisdiction, and
- B. Employers Liability Insurance to include Stop-Gap Employers' Liability with minimum limits of \$1,000,000 (i) each accident, Bodily Injury by accident; (ii) each employee, Bodily Injury by disease; (iii) policy limit, Bodily Injury by disease.
- C. The policy shall include a Waiver of Subrogation endorsement in favor of Ultra Maritime, its affiliates and subsidiaries, and the directors, officers, employees, and successors and assigns of each.

### IV. Umbrella Liability Insurance

- A. SELLER shall provide Umbrella / Excess Liability insurance in a form at least as broad as the primary general liability, automobile liability, and employer's liability required herein with limits of liability no less than the following minimum amounts on a per-project basis:
  - i. \$5,000,000 per occurrence
  - ii. \$5,000,000 annual general aggregate.
- B. Umbrella / Excess policy shall be endorsed to be primary and non-contributing to any other insurance, self-insurance, or deductibles maintained by Ultra Maritime
- C. Umbrella / Excess policy shall include a waiver of subrogation in favor of Ultra Maritime
- D. Umbrella / Excess policy shall include Ultra Maritime, and any other parties required by Ultra Maritime, as additional insured for both ongoing and completed operations of SELLER.

### V. SELLER's Equipment Insurance *[THIS IS TO BE INCLUDED IF SELLER WILL HAVE ANY ULTRA MARITIME PROPERTY IN CARE, CUSTODY, OR CONTROL AS PART OF SOW]*

SELLER shall be solely responsible for maintaining insurance to cover loss or damage to servers, tools, temporary structures, scaffolding, staging, forms, and other personal property and/or equipment, whether owned, rented, leased or in the care, custody or control of SELLER or any

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Subcontractor. This insurance shall contain a provision requiring the insurance carrier to waive its rights of subrogation against Ultra Maritime, its affiliates and subsidiaries, and the directors, officers, employees, and successors and assigns of each.

### **VI. Professional Liability/Errors and Omissions Insurance [THIS IS TO BE INCLUDED IF SELLER WILL BE PERFORMING ANY PROFESSIONAL SERVICES]**

Professional Liability Insurance, including coverage for claims arising from technology services and products, as well as network security and privacy liability coverage. Such coverage should include contingent bodily injury and property damage coverage, and should include Ultra Maritime as an additional insured, while waiving any right of subrogation as against Ultra Maritime. The aforementioned policy should carry a limit of liability of no less than \$5,000,000 per claim and in the aggregate, plus extend coverage to independent contractors. In the event a retroactive date applies to the coverage, such retroactive date should be earlier than the inception of work under this contract. In the event such policy is cancelled or non-renewed, a tail policy shall be procured for a period of no less than 3 years following termination of this contract.

### **IV. Technology/Professional, Media and Cyber Liability [THIS IS TO BE INCLUDED IF SELLER WILL HAVE ACCESS TO ULTRA MARITIME SYSTEM AND/OR THERE IS A RISK OF BREACH OF DATA SECURITY, LOSS OR THEFT OF STORED DATA, DISRUPTION OF NETWORK CAPABILITIES AND DISCLOSURE OF PRIVATE INFORMATION. COVERAGE MAY BE COMBINED WITH PROFESSIONAL LIABILITY/E&O ABOVE].**

Technology/Professional Liability, Media Liability and Network Security/Privacy (Cyber) Liability insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of SELLER's operations or services with a limit of no less than \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by SELLER on behalf of Ultra Maritime in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. In the event such policy is cancelled or non-renewed, a tail policy shall be procured for a period of no less than 3 years following termination of this contract.

Cyber policy shall include Ultra Maritime, and any other parties required by Ultra Maritime, as additional insured.

### **VII. Crime, Dishonesty Insurance [THIS IS TO BE INCLUDED IF SELLER WILL BE HANDLING ULTRA MARITIME PROPERTY AND/OR MONIES]**

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Crime/Dishonesty insurance should include coverage against the fraudulent or dishonest acts of employees, including third party extension or Ultra Maritime coverage, with coverage for any one claim of not less than \$1,000,000 per claim and Ultra Maritime shall be added as a loss payee as it relates to Ultra Maritime's covered loss. Crime coverage should be on a "loss discovered" policy form and should be in place prior to the inception of work under this contract.

Crime policy shall include Ultra Maritime, and any other parties required by Ultra Maritime, as loss payee.

### **VIII. Contractors Pollution Liability [THIS IS TO BE INCLUDED IF SELLER WORK WILL INCLUDE THE USE, HANDLING, PROCESSING OR DISPOSAL OF HAZARDOUS MATERIALS]**

Contractor's Pollution Liability (CPL) Insurance with limits of at least \$2,000,000 each occurrence and \$2,000,000 aggregate, including, but not limited to, coverage for sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants and include coverage for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, natural resource damage, clean-up costs, on/off-site transportation and the disposal of waste at third-party facilities, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, all in connection with loss arising from Seller's operations provided under this Order. If Seller's Services involve lead, asbestos, mold, bacteria, and/or silica exposures, the policy shall not contain lead, asbestos, mold, bacteria, or silica exclusions and the definition of "Pollution" shall include microbial matter including mold and bacteria.

Pollution policy shall include Ultra Maritime, and any other parties required by Ultra Maritime, as loss payee.

### **IX. Transit [THIS IS TO BE INCLUDED IF SELLER WILL BE RESPONSIBLE FOR SHIPPING GOODS IN CONJUNCTION WITH SOW]**

Ocean Cargo/Transit Insurance, covering any damage to or loss of such items of equipment in an amount not less than the replacement cost of the single largest shipment.

### **X. Additional Insurance**

Upon thirty (30) days' notice, the Ultra Maritime may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable, whether or not such additional insurance requirements are otherwise described or contemplated in this Contract.

### **XI. Deductibles or Self-Insured Retentions**

The SELLER is solely responsible for the payment of any and all deductibles or retentions under all of the insurance required herein unless the Ultra Maritime specifically provides a written waiver to the Contractor.

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### **XII. Evidence of Insurance**

- A. SELLER shall provide Ultra Maritime with a certificate of Insurance evidencing coverage 10 days prior to the contract initiation and 5 days after policy renewals. SELLER shall also provide copies of all subcontractor certificates and shall maintain a file with current certificates from subcontractors throughout the term of this agreement.
- B. Ultra Maritime shall have the right to request and receive in a timely manner copies of all insurance policies required herein upon request of the SELLER.
- C. SELLER shall be responsible for all costs and damages to Ultra Maritime attributable to any damage to Ultra Maritime resulting from the SELLER's failure to maintain the insurance required herein.
- D. 30 day prior written notice of cancellation, termination, non-renewal and 10 day notice for non-payment shall be provided to Ultra Maritime for all policies.