

2020 INSURANCE OBLIGATIONS FOR BUSINESSES PROVIDING GOODS & SERVICES TO PARTNERS HEALTHCARE & ITS AFFILIATES (v. 1-6-2020)

Insurance Obligations of Business (hereinafter referred to as "Insurance Obligations-Business").

A. Business agrees to and shall have and maintain insurance policies—including, among others, the following insurance policies—in full force and effect, covering Business' applicable world-wide insurable risks, interests, claims, and losses occurring at any time in connection with this Agreement of which Partners HealthCare System, Inc. and/or its entities (collectively herein, "Customer") is a party. The insurance limits indicated herein may be achieved by primary-insurance policies alone or in combination with excess-insurance policies and/or umbrella-insurance policies. Limits and other monetary amounts herein are shown in Millions (herein, "M") of US dollars.

1. **Workers' compensation ("WC") insurance** in compliance with applicable statutes of the states and other jurisdictions in which work (including Services) in connection with this Agreement will be performed by Business' employees.
2. **Employer's liability ("EL") insurance** with a limit of not less than \$1M per employee bodily injury, illness, or death, from accident or disease and with a policy limit of not less than \$1M.
3. **Commercial general-liability ("CGL") insurance** with limits of not less than \$1M per claim or occurrence, and \$3M annual aggregate, covering Business' CGL risks and losses in connection with Business' premises liability, operations-in-progress liability, products liability and completed-operations liability, bodily-injury liability, property-damage liability, advertising and personal-injury liability, and contractual liability. If payments to Business under this Agreement will exceed \$1M annually, Business shall have limits of not less than \$3M per claim or occurrence and \$6M annual aggregate. If Business has separate products-liability insurance, **products liability ("PDL") insurance** with limits as indicated for the CGL insurance.

The following insurance obligations for the Business shall apply *only if* the Business performs the indicated Services for the Customer.

4. If Business in its performance of Services in connection with this Agreement will provide the Customer with management (which may include waste collection, waste storage, waste transport, and/or waste disposal) of wastes and/or pollutants (e.g., chemicals, medical wastes, construction or demolition debris, petroleum products) of the Customer, and/or perform demolition, site preparation, site cleanup, and/or will provide site environmental testing for the Customer, **contractor's pollution liability ("CPL") insurance** with limits of not less than \$10M per claim or occurrence, and \$10M annual aggregate.
5. If Business in its performance of Services in connection with this Agreement will provide the Customer with any form of professional Services (which may include medical-professional Services) that requires state licensure, applicable **professional-liability ("PL") insurance**. Such insurance shall cover Business for its wrongful acts and omissions in its performance of professional Services under this Agreement and shall have limits of not less than \$1M per claim or occurrence, and \$3M annual aggregate. If payments to Business under this Agreement will exceed \$1M annually, Business shall have limits of not less than \$2M per claim or occurrence and \$4M annual aggregate. Business shall ensure that everyone performing professional Services on behalf of the Business has appropriate professional liability insurance with limits of not less than \$1M per claim or occurrence and \$3M annual aggregate.
6. If Business in its performance of Services in connection with this Agreement will provide the Customer with any form of management Services and/or management consulting and advising Services, applicable **professional errors-and-omissions liability ("E&O") liability insurance**. Such insurance shall cover Business and its employees and agents for their wrongful acts and omissions in its performance of professional Services under this Agreement and shall have limits of not less than \$1M per claim or occurrence, and \$1M annual aggregate.
7. If Business in its performance of Services in connection with this Agreement will collect, maintain, store, transmit, have access to, and/or conduct similar activities or Services involving personally identifiable information (e.g., credit-card and debit-card information) and/or protected health information of patients, employees, customers, or other individuals of the Customer, **information-security ("IS") insurance and privacy-breach liability ("PBL") insurance** with limits of not less than \$5M per claim or occurrence, and \$5M annual aggregate. The IS and PBL insurance shall include, among others, coverages for all foreseeable losses such as regulatory fines and penalties, notification costs, and credit-monitoring costs.

8. If Business in its performance of Services in connection with this Agreement will provide the Customer with information-technology Services, **information technology errors-and-omissions ("IT E&O") liability insurance** with limits of not less than \$5M per claim or occurrence, and \$5M annual aggregate.
9. If Business in its performances of Services in connection with this Agreement will operate automobiles, **commercial automobile-liability ("CAL") insurance** covering Business for its use of autos—of symbol 1 or of symbols 7, 8, and 9—in compliance with applicable statutes of the states of the autos' registrations, with a combined single limit of not less than \$1M for each accident. However, if the Business, in its performance of Services in connection with this Agreement will provide the Customer with transportation of people Services, the combined single limit shall be not less than \$20M for each accident.
10. If Business, in its performance of Services in connection with this Agreement, will provide the Customer with valet Services and/or parking-operations Services, **garage keeper's legal liability ("GKLL") insurance** with a limit of not less than \$10M per occurrence and annual aggregate.
11. If Business in its performance of Services in connection with this Agreement, will provide the Customer with chartered-aviation Services, and/or medical-transport-aviation Services, and/or aviation-drone related services on behalf of the Customer, **aviation liability ("AVL") insurance** with a limit of not less than \$20M per occurrence and annual aggregate.
12. If Business in its performance of Services in connection with this Agreement, will provide the Customer with the service of alcoholic products, **liquor-liability ("LL") insurance** with a limit of not less than \$5M per occurrence or claim and annual aggregate.
13. **Any other type of liability ("AOTL") insurance**, other than the insurance indicated within this this Insurance Obligations-Business section of this Agreement, with sufficient limits for which the Business should reasonably and customarily be expected to have given the Business' scope of risks.

B. The CGL insurance, and— if applicable if Business in its performance of Services in connection with this Agreement will be providing relevant products and/or Services—the PDL, CAL, CPL, LL, PBL, GKLL, AVL, AOTL insurance, and any applicable excess-liability and umbrella-liability insurance shall name the following as additional insureds, covering liabilities to the extent caused, in whole or part, directly or indirectly, by the Business, its related entities, and/or their employees and agents: Customer, its current and future related entities, and their lenders, members, trustees, shareholders, directors, officers, employees, independent contractors, volunteers, students, successors, and other agents (hereinafter collectively referred to as "Additional Insureds-Business"). Insurance policies providing such additional-insured status shall (a.) provide waivers of rights of subrogation in favor of the Additional Insureds-Business and (b.), at the discretion of the Additional Insureds-Business at the time of a covered loss, be primary and non-contributory to any insurance maintained by the Additional Insureds-Business.

C. Insurance policies indicated in the Insurance Obligations-Business section of this Agreement shall comply as follows:

1. Comply as indicated in section A of this Insurance Obligations-Business section of this Agreement.
2. Must remain, or through successive insurance policies and/or "tail" endorsements remain, in full force and effect for the duration of this Agreement and until the expiration of the statute of limitations or statute of repose, whichever is longer in duration, applying to each insured event and claims and/or lawsuits thereof.
3. Must not be cancelled, non-renewed, or materially altered or reduced without at least thirty (30) days' prior written notification to the Customer.
4. All deductibles and/or retentions of insurance policies shall be the financial responsibility of the Business.
5. Business' commercial insurers must have and maintain an AM Best financial-strength rating of not less than A-minus, a financial-size rating of not less than VII or maintain ratings otherwise acceptable to the Customer.
6. Limits of liability insurance indicated herein are minimum requirements for total limits; however, any available higher limits of the insurance policy(ies) herein that are in place and apply to an insured loss shall apply and prevail and cover, if applicable, the Additional Insureds-Business.

D. As an alternative to using commercial insurance, Business may fulfill and satisfy its insurance obligations indicated in the Insurance Obligations-Business section of this Agreement with alternative risk-financing mechanisms, such as captive-insurance, self-insurance, or self-funded programs that are financially stable, viable as determined annually by a certified independent actuary.

E. At the Customer's written request, Business shall furnish the Customer, at the inception of this Agreement and anytime thereafter, evidence of compliance with the Business' insurance obligations indicated in sections A through D of the Insurance Obligations-Business section of this Agreement. Such evidence must be in a valid form such as a valid certificate(s) of insurance and/or additional-insured endorsement(s).

F. Business shall contractually cause its subcontractors who are engaged by the Business to provide Services in connection with this Agreement to comply with at least the same insurance obligations of the Business as indicated within the Insurance Obligations-Business section of this Agreement.

G. Any limitation and/or waiver of liability anywhere within this Agreement shall not limit the extent of the Business' and its insurers' liabilities that are insured by any insurance policy or alternative risk-financing mechanism indicated within the Insurance Obligations-Business section of this Agreement. The insurance obligations within the Insurance Obligations-Business section of this Agreement do not reduce the Business' indemnification obligations within this Agreement.