

**2024 INSURANCE OBLIGATIONS FOR BUSINESSES PROVIDING GOODS & SERVICES TO  
MASS GENERAL BRIGHAM INCORPORATED AND/OR ITS ENTITIES**

---

**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 Mass General Brigham Incorporated (“MGBI”) and/or any entity of MGBI (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. Insurance limits and other monetary amounts herein are shown in Millions (herein, “M”) of US dollars. “Services” herein refer to services and/or products that the Business is providing in connection with this Agreement.

- 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 any 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, fire legal 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. Such insurance shall include coverage for sexual misconduct liability. If Business has separate products-liability insurance, **products liability (“PDL”) insurance** providing limits as indicated for the CGL insurance herein.

**The following insurance obligations of this section A of the Insurance Obligations-Business shall apply only if the Business presents the indicated risks in connection with this Agreement.**

- 4.** If Business in its performance of Services in connection with this Agreement will provide the Customer with any of the following services, **contractor’s pollution liability (“CPL”) insurance** with limits of not less than \$10M per claim or occurrence, and \$10M annual aggregate: Mitigation of environmental conditions and/or environmental hazards; waste collection, waste storage, waste transport, and/or waste disposal services (which may include any form of wastes and/or environmental hazards such as chemicals, medical wastes, laboratory wastes, construction or demolition debris, and petroleum products); and/or construction-related services such as construction operations, construction-site environmental testing, mitigation of environmental conditions and/or environmental hazards, demolition, site preparation, site cleanup, and/or waste-transport and/or disposal services.
- 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-advisory 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 (which may include access to information systems), and/or conduct similar activities or Services involving personally identifiable information (e.g., credit-card, debit-card, and/or health-insurance-card information) and/or protected health information of patients, employees, customers, or other individuals of the Customer, **information-security (“IS”) insurance (which is also known as network security insurance)**, which includes coverage for business-interruption losses and cyber-extortion (including cyber-terrorism and/or ransomware) costs, **and privacy-breach liability (“PBL”) insurance** with limits of not less than \$5M per loss event, and \$5M annual aggregate. The PBL insurance shall include coverages for all of the following foreseeable PBL losses; such as, third-party PBL claims and lawsuits, regulatory fines and penalties (e.g., OCR, GDPR), defense costs, notification and response costs, and credit-monitoring costs. This IS and/or PBL insurance herein may be provided under an insurance program that is commonly referred to as “cyber” insurance.

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. This insurance herein may be provided under an insurance program that is commonly referred to as “cyber” insurance.

9. If Business in its performance of Services in connection with this Agreement will operate automobiles, **commercial automobile-liability (“CAL”) insurance** covering Business for its operation of automobiles—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 claim or 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 claim or occurrence and annual aggregate.

12. If Business in its performance of Services in connection with this Agreement, will provide the Customer with any form of child-care services, which may include child-daycare services, on behalf of the Customer, **child-care liability (“CCL”) or child day-care-liability (“CDCL”) insurance** with limits of not less than \$15M per occurrence or claim and annual aggregate. Such insurance shall include coverage for sexual misconduct liability.

13. If Business in its performance of Services in connection with this Agreement will sell, serve, or deliver consumable alcohol products (such as liquor, beer, and wine), **liquor-liability insurance (“LL”) insurance** with limits of not less than \$10M per occurrence or claim and annual aggregate.

14. If Business in connection with this Agreement will provide and/or administer product(s) to be studied in a clinical trial in connection with this Agreement, applicable **clinical-trials-liability (“CTL”) insurance** with limits of not less than \$10M per claim or occurrence, and \$10M annual aggregate.

15. If Business in its performance of Services in connection with this Agreement will provide the Customer with gardening, lawncare, landscaping, and/or similar services that involves the application of herbicides and/or pesticides to the leased and/or owned premises of the Customer, **pesticide and herbicide liability (“PHL”) insurance** with limits of not less than \$1M per claim or occurrence, and \$3M annual aggregate.

B. The CGL insurance--and, if applicable, the PDL, CAL, CPL, LL, PBL, GKLL, AVL, CCL/CDCL, PHL, and CTL insurance--and any applicable excess-liability and umbrella-liability insurance shall name the following as additional insureds, covering their 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 within this 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, claim, and/or lawsuit thereof.
3. Must not be cancelled, non-renewed, or materially altered or reduced without at least thirty (30) days’ prior written notification by the Business to the Customer.
4. All deductibles and/or retentions of insurance policies shall be the fiscal 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 that apply to an insured loss shall apply, 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 with an alternative risk-financing (“ARF”) mechanism, such as captive-insurance, self-insurance, or self-funded programs that are financially stable and viable as determined annually by a certified independent actuary. Correspondingly, any reference to “insurance” within this Insurance Obligations-Business section of this Agreement shall include such ARF mechanisms.

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 this 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. 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 this Insurance Obligations-Business section of this Agreement and any related agreement(s). The insurance obligations within this Insurance Obligations-Business section of this Agreement do not reduce the Business’ indemnification obligations within this Agreement.

G. If the Business will contractually engage with subcontractors (individuals and/or legal entities) to provide Services in connection with this Agreement: The Business’s insurance within this Insurance Obligations-Business section of this Agreement shall apply to such subcontractors. If the Business’s insurance within this Insurance Obligations-Business section of this Agreement does not apply to such subcontractors, the Business shall contractually cause its subcontractors who are organized as a legal entity (e.g., corporation, LLC, or PC) to comply with reasonably similar insurance obligations as indicated for the Business within this Insurance Obligations-Business section of this Agreement.