SERVERFARM INSURANCE REQUIREMENTS

These insurance requirements shall apply to the Agreement to which these Insurance Requirements are attached (the "**Agreement**") between Serverfarm, LLC ("**Serverfarm**") and the service provider named therein ("**Vendor**"). At all times during the term of the Agreement, and for such longer period as may be set out in below, Vendor shall effect and maintain the following types of insurance coverage, with the respective policy limits set forth, and as further detailed, below.

A. VENDORS / VENDORS / SUBCONTRACTORS LIABILITY

1) All Vendor, Vendors and Subcontractors should ensure that all projects and all of its participants are fully insured:

   a. General Vendor Limits (General Liability)
      1. $1 million per occurrence Bodily Injury and Property Damage
      2. $1 million Personal Injury / Advertising Injury
      3. $2 million General Aggregate
      4. $2 million Products and Completed Operations Aggregate
      5. $100,000 Fire Legal Liability
      6. $10,000 Medical Payments

2) Deductible or Self Insured Retention not greater than $5,000

3) Occurrence based ISO Form CG 00 01 (2001 edition or newer). Claims Made and/or modified occurrence forms are not acceptable.

4) Additional Insured Endorsement. Vendor shall ensure that Serverfarm, LLC is added to the policy by endorsement form reflecting ongoing and completed operation coverages. If an ISO endorsement form is to be used, it is a requirement that such additional insured endorsement will not contain an exception and/or exclusion once or if the contractor leaves the job site or premises and/or the installation work, product or equipment is operating within its intended use. A certificate of insurance can be used to so note the additional insured interest. However, the actual endorsement should be provided to Serverfarm as soon as it becomes available. Wording should be as follows:

   [SF AFFILIATE NAME] and its employees, agents and owners of properties managed by SF Manager, LLC, and including Serverfarm, LLC and Serverfarm Holdings LLC (and each of their beneficiaries, if any) are additional insureds, jointly and/or severally, regarding any coverage afforded by this policy with respect to services and/or materials performed, furnished or supplied on, for or to such properties. This insurance shall be primary with respect to any other insurance available to such additional insured, and shall be endorsed in a manner that will prohibit the contractor's insures from seeking contribution from such insurance of the additional insured.

5) Vendor's coverage must be primary and non-contributing to insurance coverage provided by the Serverfarm Group.

6) Vendor's policy must contain a waiver subrogation clause in favor of Serverfarm and the Serverfarm Group.

7) Vendor's policy must provide severability of interest and may not contain "insured versus additional insured" exclusions.

8) Bonding / Crime Insurance:

   a. Vendor may be required to submit payment and performance bonds covering the faithful performance of the agreement or subsequent additional services agreements and payment of all obligations arising there under, in such from and with such sureties as are satisfactory to Serverfarm.

   b. Employee Dishonesty – Theft at clients' premises coverage in the amount of $50,000 per occurrence (or $250,000 if Vendor has 5 or more employees on-site).

B. UMBRELLA/EXCESS LIABILITY INSURANCE

1) Depending upon the size and occupancy of the location in question, additional limits of liability may be required and provided by the Vendor. At a minimum, this coverage must include:

   a. $2 million per occurrence and in the annual aggregate or such other amount (depending upon services provided)

   b. Coverage must be as broad as the primary and meet the same requirements as noted in Section A. 3), 4), 5), 6) and 7) above.

   c. Additional Insured Endorsement: Vendor must provide the correct additional insured endorsement for all excess policies as required under Section A. 4) above.

    d. Note that a Limit of $4 million per occurrence and in the annual aggregate must be obtained from the following vendors:
       1. Sprinkler Services
       2. Asbestos Removal Services
       3. Environmental Services
    e. Vendor's policy must contain a waiver subrogation clause in favor of the Serverfarm Group.

2) Vendor's policy must provide severability of interest and may not contain "insured versus insured" exclusions.

C. PROPERTY INSURANCE

1) Vendor should show evidence of coverage for owned, leased, borrowed or hired mobile equipment, cranes, machinery, tools and equipment while on premises, including theft coverage.

D. WORKERS' COMPENSATION

1) Vendors must maintain Workers' Compensation coverage as required by law subject to statutory limits. Employers Liability should be provided at limits not less than (1) $500,000 each accident or injury, $500,000 each employee/disease and $500,000 disease/policy limit, or (2) current limit carried, whichever is greater.

2) Coverage should include a waiver of subrogation in favor of the Serverfarm Group.

E. AUTOMOBILE LIABILITY COVERAGE

1) Vendor must maintain Automobile Liability including Bodily Injury and Property Damage liability at limits not less than $1 million combined single limit.

2) Non-owned and Hired coverage should be included.

3) If applicable, coverage should also be included under the Umbrella excess policy, depending upon the size and nature of the risk/exposure.

F. NOTICE OF CANCELLATION

1) Serverfarm must receive notice of any changes to or cancellation of Vendor's coverage at least 30 prior notice of cancellation with 10 days for non-payment of premium.

G. INSURANCE CARRIERS

1) All carriers used by the Vendor must be licensed in the state in which the property is located. Insurance carriers must have a finical rating of "A-" or better as defined by the most recent AM Best's rating. The financial size of the carrier must be "X" or better as defined by the most recent AM Best's rating.

2) Vendor may use admitted or non-admitted insurance carriers as long as the insurance carrier is a licensed carrier in the state in which the property is located and the insurance carriers meet the financial security as defined above.

H. INSURANCE TERMS

1) Vendor shall file with Serverfarm a valid/original "Certificate of Insurance" on the standard ACORD form evidencing that all required insurance is in full force and effect. Vendor shall maintain current and valid Certificates of Insurance which shall be kept on file with Serverfarm at all times during the term hereof and during the performance of the Work pursuant to the Agreement. Serverfarm will not process any invoices or applications for payment submitted by Vendor for Work performed under this Agreement or subsequent Additional Services Agreements unless Serverfarm has a valid/original Certificate of Insurance on file for Vendor and all of its subcontractors. Vendor shall not make any changes in or allow the required insurance coverage to lapse without first obtaining Serverfarm's prior written approval.