

Exhibit 3 – Attachment E (Insurance)

1. Insurance.

- (a) General. All insurance policies used to satisfy the requirements of this Attachment will be placed with a U.S. insurance company that is admitted to do business in Georgia (or the applicable state) and which has an A.M. Best rating of A- or better and a Financial Size Category of Size IX or better (or, if such ratings are no longer available from A.M. Best, which has a comparable rating from a recognized insurance rating agency).
- (b) Types and Amounts of Coverage. Service Provider has, and agrees that during the Customer Purchase Agreement Term and, provided such coverage is generally available on the market, for a period of at least six (6) years after, it will maintain in force, at least the following types and amounts of insurance:
- (i) Employer's Liability Insurance and Worker's Compensation Insurance, including coverage for occupational injury, illness, and disease, and other similar social insurance in accordance with the laws of the country, state, or territory exercising jurisdiction over the employee with minimum limits per employee and per event (e.g., per accident and per disease) of \$1,000,000 or the minimum limit required by law, whichever limit is greater.
 - (ii) Automobile Liability Insurance covering Service Provider personnel's use of all owned, non-owned and hired automobiles for bodily injury, property damage liability with a minimum combined single limit per accident of \$2,000,000 or the minimum limit required by Law, whichever limit is greater; which limit may be satisfied by a combination of primary and umbrella/excess liability coverage.
 - (iii) Property Insurance, including Extra Expense and Business Income coverage, for all risks of physical loss of or damage to business personal property or other property of Service Provider and its subcontractors (including affiliates) used in performing the Services, including electronic data processing equipment. If Service Provider or any of its subcontractors will have possession, care, custody or control of any business personal property or other property of Customer pursuant to this Customer Purchase Agreement, such insurance will include coverage for such property and will be endorsed to include Customer and its officers and directors as loss payees if any such Customer property is revenue-generating property. In all cases, such insurance will have minimum limits, per loss and in the aggregate, adequate to cover insured property on a full replacement cost basis and a business interruption limit of not less than \$2,000,000.
 - (iv) Commercial General Liability Insurance, including Products, Completed Operations, Premises Operations, Personal and Advertising Injury, Broad Form Contractual and Broad Form Property Damage liability coverages, on an occurrence basis, with a minimum limit of \$10,000,000 per occurrence and \$10,000,000 as an annual aggregate; which may be satisfied by a combination of primary and umbrella/excess liability coverage. Such insurance will be endorsed, via blanket endorsement, to include Customer and its officers and directors as additional insureds.
 - (v) Commercial Fidelity and Crime Insurance with not less than a \$5,000,000 each occurrence limit, including coverage for third party legal liability and Computer Fraud.

- (vi) Professional/Electronic Errors and Omissions Liability Insurance covering acts, errors and omissions, negligence, infringement of intellectual property (except patent and trade secret), breach of privacy perils, and network risks (including coverage for unauthorized access, failure of security, as well as notification costs and regulatory defense) arising out of Service Provider's operations including coverage for computing implementation and development, design, execution, maintenance and follow-up work of computer programs whether application programs or software package, software and operations development work, implementation, testing, training, maintenance of software and systems and coverage for network and application services and any other activity directly or indirectly linked to information technology or management consulting activities as well as arising out of any negligent act, error or omission committed by Service Provider while performing the foregoing functions for others. Such insurance will be in an amount not less than \$15,000,000 per claim and in the policy term aggregate.
 - (vii) Excess Liability coverage, written on a follow form basis, to cover over Employers Liability and Automobile Liability only, in an amount not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate.
- (c) Terms of Coverage.
- (i) A Waiver of Subrogation, via blanket endorsement, as respects to the Workers Compensation/Employer's Liability, Commercial General Liability and Business Automobile Liability policies will be included and will be noted on the Certificate of Insurance.
 - (ii) Service Provider will be responsible for all deductibles and retentions with regard to the above-described insurance. Each policy described in Section 1(b) will include provisions generally considered standard (according to the U.S. Insurance Services Office standard forms) for the type of insurance involved, including the loss payable (as applicable above) and waiver of subrogation clauses (as applicable) and deductible and/or self-insured retention amounts. To the extent any coverage is written on a claims-made basis, it will have a retroactive date no later than the Customer Purchase Agreement Effective Date and, notwithstanding the termination or expiration of this Customer Purchase Agreement, will allow for reporting of claims until the applicable limitation of actions period has expired, either directly or through 'tail' coverage for a period not less than six (6) years after termination or expiration of this Customer Purchase Agreement.
 - (iii) Within thirty (30) days after the Customer Purchase Agreement Effective Date or any required insurance policy, or the date of any new or renewed policy, and from time to time during the Customer Purchase Agreement Term upon Customer's request, Service Provider will furnish Customer with a current certificate of insurance showing coverage in at least the amounts required by Section 1(b). Certificates of insurance for the coverages set forth in Section 1(b) will reflect evidence each coverage is maintained for Service Provider and Service Provider's ultimate corporate parent if other than Service Provider. Such certificates of insurance will include evidence of Customer's additional insured and loss payee status, each by blanket endorsement, on the policies for which such status is required as set forth in Section 1(b).
 - (iv) Service Provider will endeavor provide at least thirty (30) days' notice to Customer prior to any cancellation or reduction to coverage afforded to Customer (except

- that ten (10) days' notice to Customer is required in the case of non-payment of any premium).
- (v) If during the Customer Purchase Agreement Term any insurer fails to meet or exceed the A.M. Best rating required by Section 1(a), Service Provider will, from the time of Service Provider's knowledge thereof, endeavour to procure within sixty (60) days insurance from an alternative insurer who does meet or exceed such rating and to provide updated certificates of insurance to Customer.
 - (vi) In the case of loss or damage or other event that requires notice or other action under the terms of any insurance coverage described above, Service Provider will be solely responsible for taking such action. Service Provider will provide Customer with contemporaneous notice and with such other information as Customer may request regarding the event, to the extent such loss or damage is directly related to the Customer.
 - (vii) The parties do not intend to shift all risk of loss to insurance. Service Provider's obligation to maintain insurance coverage in specified amounts will not act as a limitation on any other liability or obligation which Service Provider would otherwise have under this Customer Purchase Agreement. Similarly, the naming or endorsement of Customer as additional insured is not intended to be a limitation of Service Provider's liability under this Customer Purchase Agreement and will in no event be deemed to, or serve to, limit Service Provider's liability to Customer to available insurance coverage or to the policy limits specified above, nor to limit Customer's rights to exercise any and all remedies available to Customer under this Customer Purchase Agreement, at law or in equity.
- (d) Subcontractor Insurance. Service Provider will require that all subcontractors, if any, maintain insurance coverages described above naming or endorsing Service Provider as an additional insured. Service Provider acknowledges its insurance policies do not restrict claims made against Service Provider by Customer based upon error, omission or any other act attributable to any subcontractor.