



INSURANCE REQUIREMENTS FOR VENDORS

BASIC REQUIREMENTS – ALL VENDORS

1. At its sole expense, Vendor shall obtain and maintain without interruption throughout the duration of this Agreement, insurance of the types and at or above the stated coverage amounts specified below, complying with all stated special requirements.
2. All insurance shall be carried with responsible insurance companies of recognized standing that have an A.M. Best's Insurer Financial Strength Rating of at least "A-VII" or equivalent rating.
3. All subcontractor(s) or supplementary Vendor(s) retained by Vendor shall provide insurance coverage in accordance with the minimum amounts specified in this section listed below. In the event any subcontractor or supplementary Vendors fail to maintain any insurance coverage required by this Agreement, Vendor will be held liable.
4. Vendor will provide Adobe with prompt written notice within thirty (30) days of learning its coverage is materially changed, cancelled, or not renewed.
5. It is understood the insurance required in this Section may not be inclusive of all types of insurance normally carried by Vendors of similar operation or size for their commercial activities. Therefore, compliance with the type and minimum limits of insurance stipulated in this Agreement will not, in and of itself, be construed as a limitation of liability of Vendor.
6. Failure of Adobe to request, collect or review evidence of insurance shall not be construed as a waiver of Vendor's obligation to maintain required insurance.
7. Vendor's compliance with insurance requirements does not relieve Vendor, its subcontractors, agents, etc., of any liability or in any way modify Vendor's obligations to defend, indemnify and hold Adobe harmless.
8. Vendor shall deliver Acord insurance certificates to Adobe at the business contact address listed on the applicable GTCs or DA prior to the commencement of work evidencing the required coverages and limits herein within seven (7) business days; upon coverage renewal; and upon Adobe's request.
9. In the event Vendor fails to maintain such insurance in accordance with these requirements, Adobe shall have the right to withhold any and all payments until Vendor is in compliance.



ADDITIONAL REQUIREMENTS

Applies To	Type of Insurance	Special Requirements	Coverage Amounts	Additional Insured by Endorsement
All Vendors	Workers' Compensation	As required by law in jurisdiction in which work under this Agreement is to be performed	As required by law in jurisdiction in which work under this Agreement is to be performed	
All Vendors	Employers' Liability	Waiver of Subrogation, via blanket or specific endorsement, shall apply in favor of Adobe	Limits not less than \$1,000,000.	
All Vendors	Commercial General/Public Liability	<ul style="list-style-type: none"> ▪ Covering bodily injury, death, property damage, personal and advertising injury, property damage and contractual liability. ▪ Coverage will be primary, and Adobe insurance or self-insurance shall be excess and noncontributory. ▪ Policy will include Severability of Interests clause. 	Limits not less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate	Adobe, its Affiliates, subsidiaries, directors, officers, and employees shall be named as Additional Insureds.
All Vendors	Automobile Liability	Covering owned, non-owned and hired vehicles.	Limits of not less than \$1,000,000 per occurrence.	
All Vendors that access Adobe premises	Employee Dishonesty/Crime	With Third Party Client coverage	Limits of not less than \$1,000,000.	
Vendors with "Large" Contracts	Umbrella Liability	Coverage must be in excess of Commercial General/Public Liability, Auto Liability and Employer's Liability policies.	Limits of not less than \$10,000,000 per occurrence and in the aggregate.	
Vendors Providing Technology Service/Product (software, systems development, hardware) with Access to Adobe's systems or Adobe or customer CI	Technology Errors and Omissions	including cover for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including but not limited to: (1) coverage for violation of software copyright; (2) all services performed by Vendor for Adobe, such as (a) systems analysis, (b) systems programming, (c) data processing, (d) systems integration, (e) outsourcing including outsourcing development and design, (f) systems design, consulting, development and modification, (g) training services relating to computer	<p>Small Tech Vendor: Companies (having revenues up to \$250M), limits of no less than \$5,000,000 per occurrence.</p> <p>Mid-Size Tech Vendor: Companies (having revenues between \$250M and \$1B), limits of no less than \$10,000,000 per occurrence.</p>	



		software or hardware, (h) management, repair and maintenance of computer products, networks and systems, (i) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (j) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the Vendor as applicable per the Terms and Conditions within this Agreement	Large Vendor Companies (having revenues over \$1B), limits of no less than \$15,000,000 per occurrence.	
Vendors with Access to Adobe's Systems or Adobe or Customer CI	Privacy/Network Security (Cyber) Liability	<ul style="list-style-type: none"> ▪ Protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code and (5) unauthorized access to or use of computer systems. ▪ No exclusions/restrictions for unencrypted portable devices/media may be on the policy. 	<p>Small Tech Vendor: Companies (having revenues up to \$250M), limits of no less than \$5,000,000 per occurrence.</p> <p>Mid-Size Tech Vendor: Companies (having revenues between \$250M and \$1B), limits of no less than \$10,000,000 per occurrence.</p> <p>Large Vendor Companies (having revenues over \$1B), limits of no less than \$15,000,000 per occurrence.</p>	Policy shall name Adobe Systems Incorporated, its Affiliates, subsidiaries, directors, officers, and employees, as Additional Insureds by endorsement.
Vendor Who Is Providing Content Media, Text, Data Images, Etc.	Broad Media Liability	Covering liabilities arising from: (1) infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name, (2) plagiarism, (3) publication or public disclosure or loss of misappropriated trade secrets or unauthorized use of titles, formats, performances of artists or other performers, style, characters, plots, or other program material, (4) libel, trade libel, slander, disparagement of a person, organization or product, or other forms of defamation (5) unauthorized disclosure of data, which results in an invasion of privacy or other invasion, infringement, or interference with the right of privacy or publicity, (6) unfair competition including trademark dilution, deceptive trade practices, passing-off, and violations of Section 43(a) of the Lanham Act or similar statutes, (7) breach of contract which are implied in fact or in law, resulting from the alleged misuse of data,	<p>Small Tech Vendor: Companies (having revenues up to \$250M), limits of no less than \$5,000,000 per occurrence.</p> <p>Mid-Size Tech Vendor: Companies (having revenues between \$250M and \$1B), limits of no less than \$10,000,000 per occurrence.</p> <p>Large Vendor: Companies (having revenues over \$1B), limits of no less than \$15,000,000 per occurrence.</p>	Policy shall name Adobe Systems Incorporated, its Affiliates, subsidiaries, directors, officers, and employees, as Additional Insureds by endorsement.



Adobe

		(8) false advertising or misrepresentation in advertising, and (9) errors and omission and negligence in the production or publication of content published electronically on Vendor's website(s).		
--	--	--	--	--