

**Exhibit B**

**INSURANCE REQUIREMENTS**

**MINIMUM INSURANCE REQUIREMENTS**

A. Insurance.

(i). MathWhiz will procure and maintain, and will direct its Subcontractors to procure and maintain, during the term of the Agreement, the minimum coverages and minimum limits as set forth in this Exhibit B.

(ii). Upon the written request of Gigunda, MathWhiz will provide certified copies of the insurance policies required by this Exhibit B within 30 calendar days of receipt of such written request.

(iii). In addition to any other insurance obligations or requirements set forth in this Exhibit B, and without limiting the indemnity obligations of MathWhiz or its insurers, at any and all times during the term of this Exhibit B, MathWhiz will procure and maintain, and will direct its Agents to procure and maintain, during the term of the Agreement, sufficient insurance (A) as may be required by applicable law, and (B) to protect from third-party claims from injuries or damages to persons arising out of or connected with the performance of Services.

B. Insurers and Underwriters. Insurers and underwriters will be subject to the consent of Gigunda (such consent not to be unreasonably conditioned or withheld) and authorized to do business in the jurisdiction where the Services are to be performed.

C. Primary and Noncontributory.

(i). Whether required or not required by the Agreement, insurance policies and coverage acquired by MathWhiz will extend to protect Gigunda from injuries or damages solely arising out of or connected with the performance of the Services.

(ii). The amount of such coverage, including excess and umbrella insurance, will be primary to, and receive no contribution from, any other insurance or self-insurance programs maintained by or on behalf of or benefiting Gigunda.

(iii). THE LIMITS AND COVERAGE OF THE INSURANCE OBTAINED BY MATHWHIZ WILL IN NO WAY LIMIT THE LIABILITIES OR OBLIGATIONS ASSUMED BY CONTRACTOR.

F. Cancellation or Alteration. MathWhiz's insurance policies, whether or not coverage is required by the Agreement, will be endorsed to provide that they may not be materially altered or cancelled without at least 5 business days prior written notice to Gigunda.

G. Premiums, Deductibles and Self-Insured Retentions.

(i). The cost for premiums, deductibles and self-insured retentions will be solely for the account of MathWhiz.

(ii). Deductibles and self-insured retention amounts will be disclosed on the certificate of

insurance and subject to Gigunda's approval (which will not be unreasonably conditioned or withheld).

(a). Failure by MathWhiz to acquire and/or maintain the insurance coverage and limits set forth in the Agreement will not act, nor will it be construed, as relieving MathWhiz from its obligations and responsibilities under the Agreement, including without limitation, MathWhiz's indemnification obligations hereunder.

I. Commercial General Liability Insurance.

(i). Occurrence form with minimum limits of liability for bodily injury, death, and property damage of \$100,000 per occurrence limit, and an aggregate annual minimum limit of \$500,000.

(ii). Coverage will include:

(a). Broad Form Blanket Contractual Liability specifically covering all liabilities and indemnifications assumed under the Agreement;

(b). Independent MathWhiz's Coverage for work let or sublet in connection with the provision of the Services;

(c). Premises/Operations;

(d). Products/Completed Operations; and

(e). Coverage for resulting bodily injury or property damage arising from the Services.

L. Umbrella / Excess Liability Insurance.

(i). Umbrella/Excess Liability Insurance with minimum combined single limits of \$500,000.00.

(ii). Aggregate limits, if any, will apply separately to each annual policy period.

(iii). Coverage will include coverage at least as broad and on a following form basis in excess of the underlying minimum coverages required in Section I of this Exhibit B.

M. Technology Errors & Omissions Insurance.

(i). Technology Errors & Omissions Insurance with minimum limits of \$500,000 each claim and in the aggregate.

(ii). Coverage will include a retroactive date no later than the first day Services were performed in connection with the applicable scope of work performed in connection with the Services.

N. Offsetting Payment. In the event a court of competent jurisdiction determines any amount of damages are owed by MathWhiz to Gigunda in connection with a violation of the Agreement, any insurance proceeds paid to Gigunda from MathWhiz's insurance providers will offset against any other costs payable to Gigunda by MathWhiz for such damages.