**Exhibit B**

**INSURANCE REQUIREMENTS**

**MINIMUM INSURANCE REQUIREMENTS**

A. Insurance. MathWhiz shall, at MathWhiz’s sole cost and expense, procure and maintain in full force and effect, and shall require its Subcontractors to procure and maintain, at all times during the term of the Agreement, the minimum coverages and minimum limits as set forth in the Agreement. In the event that MathWhiz voluntarily obtains additional insurance, Gigunda, its parent, subsidiaries and other affiliated entities shall be entitled to the benefits thereof (except to the extent mandated by applicable law). Upon request MathWhiz shall immediately provide certified copies of policies.

In addition to any other insurance obligations or requirements set forth in this Agreement, and without limiting the indemnity obligations of MathWhiz or its insurers, at any and all times during the term of this Contract, MathWhiz shall, at MathWhiz’s sole cost and expense, procure and maintain in full force and effect, and shall require its MathWhiz Agents to procure and maintain, at all times during the term of this Agreement, sufficient insurance or Gigunda-approved self-insurance (i) as may be required by law, and (ii) to protect MathWhiz and Gigunda from third-party claims arising out of or connected with the performance of Services hereunder.

B. Insurers and Underwriters. Insurers and underwriters shall be satisfactory to Gigunda, authorized to do business in the jurisdiction where the Services are to be performed, and have A.M. Best rating of at least A- and financial rating of at least VII. All policies shall have adequate territorial and navigation limits for the location of the Services, including operations over water, if applicable.

C. Primary and Noncontributory.  Whether required or not required by the Agreement, all insurance policies and coverage acquired by MathWhiz shall extend to and protect Gigunda to the fullest extent.  The amount of such coverage, including excess and umbrella insurance, shall be primary to, and receive no contribution from, any other insurance or self-insurance programs maintained by or on behalf of or benefiting Gigunda.  MathWhiz shall delete, strike, or remove any language in any provision or endorsement limiting or excluding coverage, including but not limited to any endorsements addressing sole negligence. THE LIMITS AND COVERAGE OF THE INSURANCE OBTAINED BY CONTRACTOR SHALL IN NO WAY LIMIT THE LIABILITIES OR OBLIGATIONS ASSUMED BY CONTRACTOR.

D. Additional Insured. All of MathWhiz’s insurance policies, whether or not coverage is required by this Agreement, and excluding Worker’s Compensation and Technology Errors and Omissions Insurance, shall be endorsed to name Gigunda as an additional insured. Endorsement shall be on a form substantially equivalent to ISO Form “20 10 11 85” covering both ongoing operations and products/completed operations and covering the sole, joint, concurrent, or contributory negligence of Gigunda.

E. Waiver of Subrogation. All of MathWhiz’s insurance policies, whether or not coverage is required by the Agreement, and excluding Technology Errors and Omissions Insurance shall be endorsed to contain a waiver on the part of the insurer, by subrogation or otherwise, of all rights against Gigunda. Endorsement shall be on a broad form basis substantially equivalent to ISO Form ‘CG 24 04 11 85”, covering with no limitations.

F. Cancellation or Alteration. All of MathWhiz’s insurance policies, whether or not coverage is required by this Agreement, shall be endorsed to provide that they may not be materially altered or cancelled without at least thirty (30) days prior written notice to Gigunda.

G. Premiums, Deductibles and Self Insured Retentions. The cost for any and all premiums, deductibles and self insured retentions shall be solely for the account of MathWhiz. Deductibles and self insured retention amounts shall be disclosed on the certificate of insurance and subject to Gigunda’s approval.

H. Certificates of Insurance. Prior to the commencement of the Services, MathWhiz shall furnish Gigunda with current Certificates of Insurance, on forms provided by or acceptable to Gigunda, evidencing the coverage and conditions required herein.

i. Failure by MathWhiz to acquire and/or maintain the insurance coverage and limits set forth in this Agreement shall not act, nor shall it be construed, as relieving MathWhiz from its obligations and responsibilities under this Agreement, including without limitation, MathWhiz’s indemnification obligations hereunder. In the event MathWhiz fails to obtain any of the required insurance, MathWhiz shall itself be liable to Gigunda as an insurer to the same extent as if such insurance had been obtained.

ii. Gigunda shall not be obligated to make any payments to MathWhiz until properly and fully executed Certificate(s) have been provided to Gigunda; however, commencement of Services by MathWhiz or payment by Gigunda shall not constitute a waiver by Gigunda of any rights in the Agreement.

I. Commercial General Liability Insurance. Occurrence form with minimum limits of liability for bodily injury, death, and property damage of $1,000,000 per occurrence limit, and an aggregate annual minimum limit of $2,000,000. Coverage shall include:

i. Broad Form Blanket Contractual Liability specifically covering all liabilities and indemnifications assumed under this Agreement;

ii. Independent MathWhizs Coverage for work let or sublet, with no exclusions, restrictions or limitations;

iii. Premises/Operations;

iv. “Action Over/Indemnity Buyback” and deletion of any provisions that limit or exclude coverage of claims made by MathWhiz’s employees against Gigunda on the basis of their employment relationship;

v. Products/Completed Operations; and

vi. Coverage for resulting bodily injury or property damage arising from professional acts.

J. Commercial Automobile Liability Insurance. Minimum limits of liability for injury, death or property damage of $1,000,000 combined single limit per occurrence. Coverage shall include:

i. Owned, hired and non-owned vehicles; and

ii. MathWhiz’s employees and MathWhiz Agents as Insureds.

K. Workers’ Compensation and Employer’s Liability Insurance. In accordance with statutory requirements of the states in which the Services are being performed and complying with federal laws and requirements, with minimum Employer’s Liability limits of $1,000,000 per accident. No substitute policies shall be permitted. At minimum, Coverage shall include:

i. Occupational Disease;

ii. Other States Insurance;

iii. Voluntary Compensation; and

iv. Alternate Employer Endorsement in favor of Gigunda.

L. Umbrella / Excess Liability Insurance. Umbrella/Excess Liability Insurance with minimum combined single limits of $5,000,000.00. Aggregate limits, if any, shall apply separately to each annual policy period. Coverage shall:

i. Include coverage at least as broad and on a following form basis in excess of the underlying minimum coverages required in Section I, J, and K of this Agreement.

M. Technology Errors & Omissions Insurance. With minimum limits of $1,000,000 each claim and in the aggregate.

1. Coverage shall include a retroactive date no later than the first day Services were performed in connection with the applicable Scope of Work.