



CTDI STANDARD TERMS AND CONDITIONS

These purchase order terms include the purchase order incorporating them by reference (the “Purchase Order”) between the Communications Test Design, Inc. or its affiliates and the Vendor identified in the Purchase Order (“CTDI” and “Vendor,” respectively), and any other attachments or exhibits physically attached to, or otherwise expressly incorporated in, the Purchase Order. If CTDI and Vendor are parties to a valid master agreement, signed by both parties, covering the transaction stated in the Purchase Order, the terms of such master agreement govern the parties’ rights and obligations under the Purchase Order. Otherwise, these purchase order terms govern CTDI’s purchase, and Vendor’s provision, of the services, goods, and other deliverables as described in the Purchase Order. Vendor’s electronic or written acceptance or acknowledgement of the Purchase Order or Vendor’s commencement of performance, constitutes Vendor’s acceptance of these purchase order terms. CTDI limits its acceptance of any offer from Vendor to these purchase order terms, and CTDI rejects any additional or different terms in any other communication between the parties. CTDI may revoke the Purchase Order at any time prior to Vendor’s acceptance.

1. Vendor Performance

1.1. Vendor shall provide the services and deliver any applicable deliverables as set out in these purchase order terms (such services, the “Services”). Vendor shall perform all Services in a manner consistent with industry standards reasonably applied to the performance of such work. Vendor shall provide the goods set out in these purchase order terms (the “Goods”).

1.2. Vendor shall not infringe upon any third party’s intellectual property rights in the course of providing the Services or Goods. If the Services or Goods fail to conform to the specifications, drawings, samples, descriptions, and requirements in these purchase order terms or contain material defects in design, materials, workmanship, performance, or title, Vendor shall at CTDI’s option (without charge or delay), (1) repair, replace, re-perform, or modify the Services and/or Goods to promptly correct such non-conformance or defect or (2) provide a full refund.

1.3. Vendor shall not subcontract its obligations under these purchase order terms, in whole or in part, to any other person or entity without CTDI’s prior written approval. Vendor is responsible for the acts and omissions of its subcontractors.

1.4. Vendor shall not assign or transfer any rights (except rights to payments) or obligations under these purchase order terms without CTDI’s prior written consent. CTDI may assign these purchase order terms to any CTDI affiliate without prior notice or consent.

2. Fees

2.1. Per the terms herein, CTDI shall pay Vendor the fees set out in the Purchase Order for the Services and/or Goods Vendor provides. Except as otherwise agreed in writing, CTDI is not obligated to pay any other cost or expense.

2.2. Vendor shall provide invoices to CTDI after delivery of the Services and Goods, and CTDI shall pay undisputed invoices in accordance with the payment terms set out in the Purchase Order. If CTDI disputes an invoice, Vendor shall either correct the invoice or separate the disputed and undisputed portions into two separate invoices. The parties shall diligently attempt to resolve disputed items. CTDI will not be obligated to pay any fees, costs, or expenses for Services or Goods provided more than ninety (90) days before CTDI’s receipt of an invoice.

2.3. Unless stated in the Purchase Order, the fees set out in the Purchase Order do not include any sales, use, VAT, GST, property, or excise taxes, customs, import and export duties, or other tax, regardless of how or on whom the tax is levied and of whether such tax is based on any charge, price, fee, or other amount, the Services, the Deliverables, or their use. Vendor shall determine the applicable taxes and rates arising directly from Vendor’s provision of the Deliverables or Services, excluding taxes based on Vendor’s income, and shall add such taxes to the invoice. Vendor is responsible for any interest or penalties resulting from Vendor’s failure to promptly pay tax as required by law.

3. Confidential Information. All specifications, data and other information reasonably considered proprietary or confidential furnished by CTDI, or its affiliates (collectively “CTDI Group”), which may include information from CTDI’s or its affiliates’ customers or agents, to Vendor in connection with the Purchase Order shall remain the exclusive property of



CTDI (or its respective owner) and shall be treated by Vendor as confidential and proprietary and shall not be disclosed or used without prior written approval of CTDI. In addition, the purchase of the Vendor's Services or Goods does not authorize Vendor, without prior written approval of CTDI, to use: 1) except for in the performance under the Purchase Order, any ideas, suggestions or recommendations provided by Vendor; 2) CTDI's names, logos, marks or trademarks (collectively, "CTDI Marks") or make reference to CTDI for any purpose in any releases for public or private dissemination, nor shall the Vendor divulge or use in any advertisement or publication any CTDI Marks or specifications, data, or other information pertaining to or relating to the Purchase Order; or 3) CTDI's specifications, data, or other information pertaining in an AI System. For the purpose of these terms and conditions, the term "**AI System**" means any artificial intelligence or machine learning model, architecture, or system that is provided, used, incorporated, relied on, interacted with, or otherwise made available by or on behalf of Vendor (including, without limitation, via Vendor's Subcontractors).

4. Term and Termination.

4.1. Except for terms that by their nature are intended to survive any expiration or termination of these purchase order terms, these purchase order terms will continue in effect until CTDI has accepted all Services and/or Goods are complete, unless earlier terminated as provided in these purchase order terms.

4.2. CTDI may terminate the Purchase Order, at any time for convenience, upon ten (10) business days' written notice to Vendor.

4.3. Either party may terminate these purchase order terms if the other party materially breaches a provision of these purchase order terms and fails to cure such breach within fifteen days of receipt of written notice of breach.

4.4. Notwithstanding anything in these purchase order terms to the contrary, CTDI may immediately terminate these purchase order terms if: (a) Vendor breaches Section 3 (Confidentiality), Section 5 (Vendor Compliance) or Section 6 (Ownership and License); (b) Vendor's failure to maintain insurance coverage as required under these purchase order terms; (c) Vendor fails to comply with CTDI's security and safety policies or requirements; (d) all or substantially all of Vendor's assets are sold, or a controlling interest in Vendor is transferred, to an unaffiliated third party; or (e) Vendor commences or has commenced against it proceedings under any bankruptcy or liquidation law, or a receiver or similar officer is appointed with respect to a substantial part of its assets.

4.5. Upon expiration or termination of these purchase order terms, Vendor shall immediately cease work on Services and Goods provided under these purchase order terms.

5. Vendor Compliance.

5.1. Vendor shall comply with all laws and regulations applicable to Vendor's performance of its duties and responsibilities under these purchase order terms, including but not limited to: a) anti-bribery laws such as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010; b) technology export, use, and transfer laws of the United States and other countries (Vendor shall provide documentation and assistance CTDI's reasonable requests in connection with securing government authorizations or providing required reports and Vendor shall not use CTDI's export/re-export authorizations to secure its own activities); occupational health and safety laws, regulations, and requirements, including applicable job hazard analysis, risk assessments, exposure assessments, training, and injury reporting and tracking; and environmental laws.

5.2. Vendor shall also comply with CTDI's Supplier Code of Conduct: Accessed via the hyper link on CTDI's website (<https://www.ctdi.com/>) under Procurement (<https://www.ctdi.com/procurement/>). Vendor shall provide documentation and assistance as CTDI's reasonable requests to verify compliance with CTDI's Supplier Code of Conduct.

6. Ownership and License.

6.1. Vendor hereby transfers, conveys, and assigns to CTDI all of its rights, title, and interests in the Goods and deliverables upon delivery unless otherwise mutually agreed in writing by the parties.



6.2. Work Product shall be owned solely and exclusively by CTDI. For the avoidance of doubt, Work Product includes, without limitation, all deliverables provided under the Purchase Order, and any output Vendor generates from the input of any CTDI data in an AI system. Work Product shall be considered CTDI's Confidential Information.

6.3. Without limiting the foregoing, and to the fullest extent permitted under United States and non-United States copyright law, (a) Work Product shall constitute work made for hire by Vendor and/or others for CTDI and at CTDI's commission, and (ii) CTDI shall be considered the author for purposes of copyright and shall exclusively own all intellectual property rights in the Work Product. Vendor hereby irrevocably transfers and assigns to CTDI (and its successors and assigns) all of its right, title and interest in and to all Work Product, including, but not limited to, copyrights, trade secrets, patents, trademarks and other intellectual property or proprietary rights (such as any moral rights) pertaining to such Work Product held by Vendor and not already owned by CTDI (as a work for hire or otherwise), whether now known or hereafter to become known, in perpetuity on a worldwide basis.

6.4. Vendor shall cause Vendor Personnel (as defined below) and any other person retained by or at the direction of Vendor to create or participate in the creation of any of the Work Product to acknowledge in writing CTDI's sole and exclusive ownership thereof and to irrevocably assign to CTDI all of their rights, title and interest in the Work Product, in perpetuity on a worldwide basis. Vendor shall (i) execute (or cause to be executed) all documents, and take all actions that may be necessary to confirm CTDI's intellectual property rights, (ii) provide all necessary proprietary marks, legends and notices, including copyright notices, on all Work Product, and (iii) retain all proprietary marks, legends and notices on all Confidential Information and all whole or partial copies thereof. Vendor will not use or permit anyone to use any Work Product in whole or in part, without the prior written consent of CTDI, which may be withheld in its sole discretion.

6.5. Intellectual property Vendor develops outside the scope of the Purchase Order remains Vendor's property ("Vendor IP"). However, if any Vendor IP is incorporated into Goods or deliverables, Vendor hereby grants to CTDI a perpetual, irrevocable, fully paid up, royalty-free, non-exclusive, worldwide right and license to use, exploit, and exercise in connection with CTDI's use of the Services and/or Goods.

7. Force Majeure

7.1. If a party is unable to perform one or more obligations due to pandemic, fire, flood, earthquake, hurricane, or similar natural disasters, war, terrorism, riots, rebellions, or revolutions, the party is excused from such obligation(s). The affected party shall provide prompt notice to the other party of such event and shall use commercially reasonable efforts to resume performance without delay. If Vendor is unable to perform its obligations for more than forty-eight hours by reason of an event described in this Section 7.1, CTDI may, upon notice to Vendor: (a) cease payment of fees until Vendor recommences its performance; or (b) immediately terminate these purchase order terms and pay only those fees then due and payable.

7.2. Record retention. Vendor shall maintain an accurate and complete Vendor Records for all transactions under these purchase order terms in accordance with applicable regulatory and generally accepted industry standards, including maintenance of records pertaining to the import and export/re-export in compliance with Applicable Law; provided, Vendor shall maintain all such Vendor Records for not less than seven (7) years. For purposes of these purchase order terms, "Vendor Records" means all information (whether stored electronically or in other media) relating to the Services or Goods, including information pertaining to inventory, import/export and shipping, legal documents and notices, account records necessary to document the basis of charges billed to CTDI, and all other documents and materials created or used in the performance of Vendor's obligations under these purchase order terms.

8. Indemnification and Limitation of Liability.

8.1. To the extent that state and/or federal laws limit the terms and conditions of this Section, it shall be deemed so limited to comply with such state and/or federal laws. To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold harmless CTDI, its affiliates and their respective members, owners, employees, agents, customers, landlords, directors and representatives from and against any and all liabilities, claims, damages, losses, including but not limited to economic losses, demands, penalties, fines, judgments, actions, and expenses, including but not limited to attorneys' fees, legal costs and legal

expenses including those brought by or related to the Vendor's own employees, servants, agents or workmen ("Vendor Personnel") such that the Vendor waives any immunity under any workers compensation, disability benefit or other employee benefit acts or statutes for purposes of this Section, provided that such liability, claim, damage, loss, demand, judgement, action or expense or penalty or fine: (1) allegedly or actually arises out of, is connected to, or results from performance of or failure to perform the work, services, acts or obligations under a Purchase Order by the Vendor, Vendor Personnel or Vendor's officers, directors, subcontractors and suppliers (collectively "Vendor Parties"), or (2) is connected with any accident or occurrence which happens or is alleged to have happened in or about a place where such work, services, acts or obligations is or was performed, while the indemnitors are performing the work, services, acts or obligations, or while any of the indemnitors' property, work in progress, equipment or personnel are in or about such place or the vicinity where the accident or occurrence took place, or (3) Vendor Parties' allegedly or actually infringement of a third party's intellectual property rights, or (4) arises out of any professional services by or on behalf of the Vendor, and, for each of the preceding, regardless of whether or not such liability, claim, damage, loss, demand, penalty, fine, action or expense is caused or alleged to be caused in part by CTDI, its affiliates and their respective members, employees, agents and representatives, or (5) any alleged or actual defect in the Goods or deliverables, including, without limitation, any product liability claims, regardless of fault. The obligations of this Section shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Section. The amount and type of insurance coverage requirements set forth in this agreement shall in no way be construed as limiting the scope of the indemnity of this section. This section shall survive the termination of this Contract. Upon CTDI's approval, Vendor may assume the defense of such claim or proceeding, and CTDI shall provide reasonable cooperation with Vendor, at Vendor's expense, in the investigation of any such claim or proceeding. Vendor may not settle or otherwise consent to a judgment without CTDI's express written consent. If Vendor fails to assume or continuously pursue the defense, CTDI may defend or settle such claim on Vendor's behalf.

8.2. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL CTDI BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, WHETHER FORESEEABLE OR NOT, ARISING FROM OR RELATING TO THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THIS AGREEMENT.

9. Remedies. Except as the parties otherwise expressly agree in writing, the rights and remedies of each party provided in these purchase order terms are not exclusive and are in addition to other rights and remedies provided by law, in equality, or otherwise.

10. Audit and Inspection. Upon twenty-four hours' notice, CTDI or one of its representatives may inspect during Vendor's business hours all Vendor facilities, Records, and Equipment relating to the Purchase Order up to one year following termination or expiration of these purchase order terms. Vendor shall provide CTDI with the Records in a format as specified by CTDI during the periods Vendor is obligated to maintain such Records. Vendor shall correct all deficiencies identified with respect to such facilities, Records, Equipment, and assets, and if an audit identifies any overcharges, Vendor shall promptly credit to CTDI's account, or pay to CTDI upon demand, the total amount overcharged. Vendor shall bear the cost of audits, finding a discrepancy of more than five percent.

11. Delivery

11.1. Unless CTDI instructs Vendor otherwise in writing, Vendor shall: (a) deliver all Goods to CTDI at the address set out in the Purchase Order; (b) preserve, package, and handle the Goods in accordance with best commercial practices and Applicable Law; and (c) include with each delivery a packing list identifying the Purchase Order number, CTDI part number (if applicable), quantity and description of the contents, and the shipping date. Vendor assumes responsibility for all shipping and delivery charges, including customs, duties, taxes, insurance, and costs. Risk of loss for the Goods does not pass to CTDI until CTDI systematically accepts such Goods.

11.2. Time is of the essence in Vendor's delivery of the Goods and Services. CTDI may reject Services and Goods provided after the date(s) set out in the Purchase Order ("Delivery Date"). CTDI may reject Services and Goods that do not conform to applicable specifications and requirements up to fifteen (15) business days following CTDI's receipt at a CTDI facility or a third-party facility designated by CTDI. CTDI may: (a) return the non-conforming Goods or deliverables to Vendor for a full

refund or credit; (b) require Vendor to replace or re-perform the non-conforming Services or Goods; or (c) accept the non-conforming Services or Goods on the condition that Vendor provide a refund or credit CTDI determines represents the diminished value of the non-conforming Services or Goods.

11.3. CTDI will hold any rejected Goods or deliverables at Vendor's risk and expense, including storage charges, while awaiting Vendor's return shipping instructions, and Vendor shall bear all costs of return, including shipping and insurance charges. CTDI may, in its sole discretion, destroy or sell at a public or private sale any rejected Goods or deliverables for which Vendor does not provide CTDI return instructions within a reasonable time. CTDI will apply any proceeds of such sale first toward any storage charges. CTDI's payment for any Services or Goods does not constitute CTDI's acceptance.

12. Delivery Notification. Vendor will provide delivery notifications in accordance with all notification requirements provided to Vendor by CTDI in writing. Vendor's delivery receipt will not be effective unless it is signed by an authorized representative of CTDI or its designee, provided, however, that such signature does not constitute CTDI's acceptance of delivery of the Goods or deliverables or acknowledgement of the accuracy of the quantity received by CTDI. Vendor shall immediately notify CTDI of any government agency's negative decisions regarding the export or import of Goods or deliverables.

13. Export and Import for Shipment, and Packing.

13.1. Vendor will be the exporter of record on all cross-border sales, transfers, returns and other shipments of Goods or deliverables, will not list CTDI as the exporter of record on any export or other customs documentation, and will ensure that cross-border sales comply with all export regulations including export licensing, shipper's export declaration, and export document requirements. CTDI will incur no liability arising from any assistance it provides in preparing any documentation or applying for any licenses or other authorizations, except to the extent of CTDI's negligence or intentional misconduct regarding such assistance. Vendor is responsible for obtaining any license required to export, re-export, transmit, transfer or release, Goods or deliverables under applicable export controls laws and regulations. Vendor is liable for and will indemnify and hold CTDI harmless against any liability and damages arising out of Vendor's breach of its obligations and responsibilities under this Export Controls Clause, including any penalties or interest related thereto.

13.2. Vendor will be responsible for all import clearance requirements to clear the Goods or deliverables into the country of import, and Vendor shall be the importer of record. Vendor will provide all commercial documentation necessary to clear the Goods or deliverables for import. Vendor may request necessary assistance from CTDI as may be required. Vendor will provide CTDI with a pre-alert e-mail of all commercial documentation for the shipment for CTDI's approval before delivery. CTDI will review said commercial documentation and either request changes or approve the Goods or deliverables for shipment. Vendor agrees to make all CTDI's requested document changes within 24 hours of receipt unless the parties agree otherwise. If CTDI does not respond to Vendor's e-mail within 24 hours, Vendor may deliver the shipment.

14. Packaging and Handling. Vendor will handle, pack, mark and ship the Goods or deliverables in accordance with generally accepted international standards for similar commodities and any packing, labeling and palletizing requirements specified by CTDI and packaging shall be sufficient to prevent damage prior to delivery at the Designated Shipping Point, and if applicable the CDTI Designated Point. Vendor will mark Goods or deliverables and packaging with the country of origin as required by applicable law and provide a certificate of origin and any other documents required for customs clearance or tax purposes. Each shipment must be accompanied by a packing slip identifying all items included with the shipment.

15. Choice of Law, Insurance, and Federal Contactor Terms

15.1. The laws of the Commonwealth of Pennsylvania, USA governs these purchase order terms; and if either party brings against the other party any proceeding in connection with these purchase order terms, that party may bring that proceeding only in the United States District Court for the Eastern District of Pennsylvania or, only if there is no federal subject matter jurisdiction, in the Commonwealth of Pennsylvania Court of Common Pleas for the County of Chester, and each party submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. However, either party may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual



property, confidentiality, or proprietary rights under these purchase order terms, as such a breach may cause the non-breaching party irreparable damage for which the award of damages may not be adequate compensation. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of these purchase order terms.

15.2. Vendor shall comply with the insurance requirements provided in Exhibit A Insurance Requirements.

15.3. Vendor must adhere to all Federal, State, and Local regulatory environmental, health, and/or safety laws; and other requirements to which CTDI subscribes. Vendor acknowledges in writing that Vendor is legally and financially responsible for any environmental, health and/or safety incident and/or emergency directly resulting from Vendor Parties' negligence during the performance of any Services, or their direct actions on behalf of CTDI, or while Vendor Parties are on CTDI property or a property designated by CTDI where Services are to be performed (the "Facility"). In addition, Vendor Parties will carry with them a hard copy of all SDS for any materials carried while at the Facility or used in the performance of Services or portion thereof.

15.4. If Vendor is a U.S. federal contractor or covered subcontractor, Vendor shall comply with all applicable Executive Orders, and regulations as required under the applicable U.S. federal contract and if applicable the related subcontract.

16. General terms. No waiver of any right constitutes a subsequent waiver of such right or any other rights under these purchase order terms (A waiver is only valid if in writing). Except as the parties otherwise expressly agree in writing: (a) Vendor does not have an exclusive right to provide to CTDI services and deliverables similar to the Services and Deliverables; and (b) neither party is a partner, employee, or agent of the other nor has authority to bind the other in any way. These purchase order terms are the complete agreement between the parties regarding their subject matter and supersede all prior and contemporaneous oral or written communications. These purchase order terms may not be modified by course of performance; they may only be modified by a written agreement executed by both parties. In the event of a conflict between the provisions of these purchase order terms and provisions set out in a hyperlink or SOW, the provisions of these purchase order terms prevail. In the event of a conflict between provisions of a SOW and provisions set out in the Purchase Order or a hyperlink incorporated by reference into these purchase order terms, the provisions of the Purchase Order and of the hyperlink prevail. If a court holds any provision of these purchase order terms illegal, invalid, or unenforceable, the parties would want the court to interpret these purchase order terms as follows: 1) by modifying any unenforceable provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; 2) that the rest of these purchase order terms will remain in effect as written; 3) that the unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and 4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of these purchase order terms by holding all of these purchase order terms unenforceable. Notices. The parties shall provide all notices and consents in writing. Notices and consents delivered by hand or by a national transportation company are effective upon delivery to the other party at its respective address as stated in the Purchase Order.

Exhibit A

INSURANCE REQUIREMENTS

PRIOR TO BEGINNING WORK: The following requirements must be complied with prior to beginning any work under the Purchase Order and continuously thereafter up until completion of the work or as otherwise provided herein, Vendor will maintain the insurance as set forth in this section. Vendor will maintain the following insurance on its behalf and at its own expense, procure and maintain insurance coverage of the types and in the amounts described below, with insurance companies authorized to do business in the jurisdiction where the work is performed and with acceptable insurance companies.

ACCEPTABLE INSURANCE COMPANIES: Insurers will be lawfully authorized to provide insurance on an admitted basis in the jurisdiction where the work is located and will have an A.M. Best Rating of “A- (excellent); VIII” or stronger as of the date of the Purchase Order and throughout the life of the Purchase Order, including the any completed operations phase of the Purchase Order.

CERTIFICATES OF INSURANCE: Vendor will provide CTDI with a Certificate of Insurance. No one will be permitted to begin work without first providing an acceptable Certificate of Insurance to CTDI described herein:

Commercial General Liability Insurance in the amounts of \$1,000,000 per occurrence, \$2,000,000 aggregate for products/completed operations Aggregate, \$2,000,000 aggregate (per project), \$1,000,000 for personal and advertising injury and \$50,000 for Fire Damage. Products/Completed Operations must be insured for at least two (2) years after final payment. The policy shall provide additional insured coverage to CTDI and its affiliates, and their employees, owners, officers, directors, agents, customers, landlords, and contractors (collectively the “CTDI Parties”), for both ongoing and completed operations on a primary and non-contributory basis. The policy shall include a waiver of subrogation in favor of CTDI Parties. Coverage must be on an occurrence form and include contractual liability.

Product Liability Insurance in the amount of \$1,000,000 per occurrence. The policy shall provide additional insured coverage to CTDI Parties on a primary and non-contributory basis. The policy shall include a waiver of subrogation in favor of CTDI Parties.

Commercial Automobile Insurance with a combined single limit of \$1,000,000 including all owned, hired and non-owned automobiles. The policy shall provide additional insured coverage to CTDI Parties on a primary and non-contributory basis. The policy shall include a waiver of subrogation in favor of CTDI Parties.

Umbrella / Excess Liability Insurance in the amount of \$5,000,000 per limit and in the aggregate. The policy shall provide additional insured coverage to CTDI Parties for both ongoing and completed operations on a primary and non-contributory basis. The policy shall include a waiver of subrogation in favor of CTDI Parties. The policy shall be Excess of Commercial General Liability, Commercial Automobile Liability and Employer’s Liability.

Workers’ Compensation and Employer’s Liability Coverage. Workers Compensation Limits shall be statutory and Employer’s Liability Limits shall be \$500,000 Each Accident for Bodily Injury by Accident, \$500,000 Each Employee for Bodily Injury by Disease and \$500,000 Policy Limit for Bodily Injury by Disease.

CANCELLATION OR MATERIAL CHANGE of terms and conditions in the Vendor’s policies of insurance required hereunder must be reported to CTDI as soon as commercially reasonable from when Vendor’s knows or should have known of such cancellation, material change, or non-renewal.

Subcontractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought.