

3. Copies of the following endorsements **must be included** with the Subcontractor's Certificate of Insurance (for all subcontracting tiers):

- ✓ Additional Insured Wording:
 - Subcontractor shall name **S23 Holdings, LLC / River Port, LLC & Affiliates** as additional insureds under its General Liability and Bumsershoot Liability policies.
- ✓ Waiver of Subrogation Requirement:
 - Subcontractor shall waive subrogation against **S23 Holdings, LLC / River Port, LLC & Affiliates** under its General Liability, Bumsershoot Liability and Workers Compensation policies.
- ✓ Primary and Non-Contributory Requirement:
 - It is agreed that Subcontractor's General Liability and Bumsershoot Liability policies shall be considered primary and non-contributory of any other valid and collectible insurance carried by **S23 Holdings, LLC / River Port, LLC & Affiliates**.

4. Cancellation Provision (for all subcontracting tiers):

Subcontractor agrees that each insurance policy shall contain an endorsement that provides for at least thirty (30) days prior notice to **S23 Holdings, LLC / River Port, LLC & Affiliates**, in the event of any cancellation. Where services provided are for Government contracts, the policies shall also contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Task Order Contracting Officer approves such cancellation or change. Subcontractor agrees not to amend or modify its insurance policies or certificates of insurance where such amendments or modifications would reduce coverage amounts below the requirements of this Subcontract.

5. Evidence of Insurance (for all subcontracting tiers):

Prior to commencing Services or Work, Subcontractor shall furnish **S23 Holdings, LLC / River Port, LLC & Affiliates** with certificates of insurance to evidence Subcontractor's compliance with the insurance requirements of this agreement. Renewal certificates of insurance shall be provided to **S23 Holdings, LLC / River Port, LLC & Affiliates** prior to the expiration dates of the required insurances. The Certificate Holder shall be **S23 Holdings, LLC / River Port, LLC & Affiliates**

6. Additional Requirements for Government Contractors (for all subcontracting tiers):

Subcontractor shall also comply with any terms set forth in FAR clause 52.228-7 entitled "Insurance-Liability to Third Persons" which are in addition to the requirements contained herein. In addition, based on the services or work rendered, **S23 Holdings, LLC / River Port, LLC & Affiliates** may reasonably require additional insurance coverages and/or limits.

7. No Relief (for all subcontracting tiers):

Neither failure of Subcontractor to comply with any or all of the insurance provisions of these services, nor the failure to secure endorsements or policies as may be necessary to carry out the terms and provisions of this contract, shall be construed to limit or relieve the Subcontractor from any of its obligations under this agreement.