

EXHIBIT 8 TO AMENDMENT 3

Revised Insurance Language, Section 23 of MSA

23. INSURANCE

23.1 General Requirements

Vendor shall purchase and maintain insurance as set forth below. The County reserves the right to examine, at any time during regular business hours and with reasonable notice to Vendor, the underlying insurance and self-insurance policies and programs applicable to this Agreement.

23.2 Coverages

The insurance required hereunder shall be: (a) maintained by Vendor at all times during the Term and for at least four (4) years after the last date on which Vendor provides Services (including any Disentanglement Services) pursuant to this Agreement on any claims made policies; and (b) written for not less than the greater of the limits of coverage specified herein or the limits of coverage required by law in any jurisdiction with authority over Vendor's operations or performance. Such insurance coverage shall include at least the following:

(a) Commercial General Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate for personal injury, bodily injury (including wrongful death) and property damage liability, including coverage for all premises and operations, broad form property damage, independent contractors, contractual liability, personal injury and advertising injury, product/completed operations coverage, and a severability of interest clause;

(b) Business Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000) per occurrence applicable to all owned, non-owned and hired vehicles;

(c) Umbrella or Excess Liability Insurance, with limits of not less than Twenty Million Dollars (\$20,000,000) per occurrence, that provides additional coverage and combined higher limits for commercial general liability and automobile liability insurance

(d) Workers Compensation with statutory limit and Employers Liability with a minimum limit of Ten Million Dollars (\$10,000,000);

(e) Professional Liability Insurance with limits of not less than Twenty Million Dollars (\$20,000,000) per claim with an aggregate limit of not less than Twenty Million Dollars (\$20,000,000). Vendor shall be solely responsible for any self-insured retention that it carries on such policy with no contribution from County. The coverage will not contain specific, express exclusions for design errors, destruction of data or failure to designing an adequate system arising out of Vendor's wrongful acts in the rendering of, or failure to render, professional services to the County. If the policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, the County will require additional coverage to be purchased by Vendor to restore the required limits. This coverage shall be maintained for a minimum of two years or shall provide for a two year discovery period following termination or completion of Vendor's Services pursuant to the Agreement. Such insurance shall also include coverage for Network Security & Privacy Liability and Technology Errors and Omission, however, Vendor may maintain Network Security & Privacy Liability and Technology Errors and Omission coverage within a combined policy with the Professional Liability or in a separate policy, provided the required limits of insurance are met; and

(f) Employee Dishonesty and Computer Fraud Insurance with limits of not less than Ten Million Dollars (\$10,000,000) per loss or occurrence.

Whenever insurance policies are renewed or replaced, Vendor shall cause the policy retroactive date to coincide with, or precede, the Effective Date of this Agreement.

23.3 Specific Requirements

Vendor shall abide by and comply with the following terms for all insurance coverage required by this Section 23.

(a) The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

(b) Vendor shall verify that all of Vendor's agents, consultants, suppliers, and Subcontractors are sufficiently insured against claims arising out of or relating to their performance related to specific portions of this Agreement, at their expense, with coverages and limits complying with Vendor's standard business insurance requirements for its agents, consultant, suppliers, and Subcontractors commensurate with their role.

(c) All such insurance, except for Professional Liability and Technology Errors & Omissions insurance, shall provide coverage on the basis of occurrences during the policy period, and not on the basis of claims made during the policy period.

(d) The Commercial General Liability policy shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage as least as broad. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy). The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that the Vendor's insurance is primary and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

(e) The Business Auto Liability policy shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad. The Business Auto Liability policy shall include the County as an additional insured on a primary and non-contributory basis with respect to liability arising out of or in any way connected with Vendor's performance under this Agreement.

(f) The Umbrella or Excess liability policy shall include the County as an additional insured on a primary and non-contributory basis with respect to liability arising out of or in any way connected with Vendor's performance under this Agreement.

(g) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

(h) The Network Security & Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

(ii) A primary and non-contributing endorsement evidencing that the Vendor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

(i) The County shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

(j) Vendor hereby waives and shall cause its insurers to waive their rights of subrogation against the County, and all of County's subsidiaries, Affiliates, directors, officers, employees, and elected or appointed officials under the insurance policies described in clauses (a), (b), and (c) of Section 23.2.

(k) The insurance coverages described in this Section shall be primary to and non-contributory with respect to any other insurance or self-insurance that may be maintained by the County, and shall contain a cross-liability or severability-of-interest clause, where applicable. The fact that Vendor has obtained the insurance required in this Section shall in no manner lessen nor affect Vendor's other obligations or liabilities set forth in this Agreement.

Within thirty (30) days after the Effective Date, and from time to time during the Term, at the County's reasonable request (but not more frequently than annually), Vendor shall supply the County with memorandums of insurance and endorsements demonstrating that: (i) all of the insurance required by this Section is in force; and (ii) the applicable waivers of subrogation required hereunder are in force which may be shown on the certificate (except that, if the County prefers that Vendor provide a copy of the blanket additional insured provision endorsement that adds the County as an additional insured except for excess liability to the applicable policy in lieu of any such certificate of insurance, Vendor shall provide a copy such endorsement within thirty (30) days after the County's request therefore). Vendor and its Subcontractors, respectively, shall each provide not less than thirty (30) days' written notice to the County prior to any cancellation of any such insurance policies. At the request of the County, Vendor shall promptly provide a certified copy of any underlying insurance policy required under this Agreement.

(l) Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the insurance policies required by this Section 23: (i) shall be assumed by, for the account of, and at the sole risk of, Vendor; and (ii) as well as any changes in any of the foregoing, must be declared to the County. In no event shall Vendor's liability be limited to the extent of the minimum limits of insurance required above. To the extent applicable Vendor shall, at Vendor's expense, carry and maintain at all times, and for so long as any item of Vendor's property is in transit by Vendor, or in the care, custody, or control of Vendor, an insurance policy or policies covering loss, or destruction of, or damage to any such item of Vendor's property in the amount of the full replacement value thereof providing protection against all perils normally covered in an "all risk" property insurance policy. Vendor shall cause its "all risk" property insurers to waive all rights of subrogation against the County, and its directors, officers, contract-related agents, and employees for any loss, or destruction of, or damage to any item of Vendor's property that is covered by insurance pursuant to this clause (l) of Section 23.3.

(m) The insurance policy requirements set forth in this Section 23 shall be subject to the laws of the United States and the County.