

REQUIRED INSURANCE POLICIES

A. Supplier shall at its sole expense maintain in effect the insurance coverage detailed below with insurance companies that: (a) have an A.M. Best's Insurance Rating of A-VII or better (or equivalent outside of the United States and Canada); or (b) Bill.com ("BILL") approves in writing. Except as otherwise provided below, Supplier shall maintain the required or appropriate coverage for Supplier's business and the types of products or services provided to BILL coverage during the term of any agreement with Supplier, purchase order or statement of work issued by BILL, as applicable (individually or collectively, the "Agreement"). All coverage amounts provided below refer to United States dollars or an equivalent amount in applicable local currency.

- 1. Workers' Compensation and Employer Liability.** Supplier shall maintain workers' compensation insurance (or any social scheme to provide insurance or other benefits to insured workers) in compliance with applicable law. To the extent available in the applicable jurisdiction, Supplier shall maintain Employer's Liability insurance coverage of at least one million dollars or the amount required by law, whichever is greater.
- 2. General Commercial Liability.** Supplier shall carry commercial general liability, public liability, or third-party liability insurance, written on an occurrence (not claims-made) basis, covering all Supplier's operations connected with the Agreement and providing coverage for bodily injury, property damage, and contractual liability of not less than five million dollars per occurrence and in the annual aggregate (provided in any combination of primary and umbrella/excess insurance). Such insurance must by endorsement or otherwise either: (a) at BILL's request, include as additional insureds BILL, its affiliates, and their officers, directors, employees, and agents and provide coverage for claims by one insured against another insured; or (b) contain an indemnity to principals clause providing that coverage will be extended to principals of the named insured for those liabilities and damages for which the named insured is obligated to indemnify such principal pursuant to a contract.
- 3. Product Liability Insurance.** If the Services or Deliverables include providing, configuring, repairing, restoring, refurbishing, installing, or replacing products or parts, Supplier shall maintain products liability insurance either on a stand-alone basis or as part of its general liability insurance coverage. If Supplier's products liability insurance is provided on a stand-alone basis, Supplier shall maintain coverage meeting the same requirements (including the additional insured or indemnity to principals clause) and limits as specified in paragraph 2 above. Supplier shall maintain products liability coverage during the term of the Agreement or applicable statement of work and for a period of not less than three years following BILL's acceptance of the Services/Deliverables.
- 4. Errors and Omissions.** Supplier shall maintain errors and omissions liability insurance (also known as professional indemnity insurance) with a minimum limit of five million

dollars per occurrence/per claim and in the annual aggregate. Supplier shall maintain coverage detailed in this paragraph 4 during the term of the Agreement or applicable statement of work and for a period following BILL's acceptance of the Services/Deliverables of not less than: (a) one year for insurance maintained on an occurrence basis; and (b) three years for insurance maintained on a claims-made basis.

- 5. Cyber Insurance.** Supplier shall maintain network security liability/privacy/cyber insurance with a minimum limit of five million dollars per occurrence/per claim and in the annual aggregate. Supplier shall maintain coverage detailed in this paragraph 5 during the term of the Agreement or applicable statement of work and for a period following BILL's acceptance of the services/deliverables of not less than: (a) one year for insurance maintained on an occurrence basis; and (b) three years for insurance maintained on a claims-made basis. Supplier may maintain such insurance in a stand-alone policy or in the same policy that satisfies the errors & omissions/professional indemnity insurance coverage requirement in paragraph 4. If one and the same insurance policy satisfies this paragraph 5 and paragraph 4, such insurance policy must have a minimum limit of five million dollars per occurrence/per claim and in the annual aggregate.
- 6. Fidelity Bond and Crime Insurance.** If Supplier provides services on a customer's or third-party's property, or if Supplier possesses or controls funds (provided for purposes other than BILL's payment of fees for services/deliverables Supplier already provided or reimbursement for expenses Supplier already incurred), then Supplier shall carry a fidelity bond or crime insurance: (a) with limits of not less than one million dollars, and not less than five million dollars if Supplier possesses or controls BILL funds, covering loss resulting from fraudulent or dishonest acts by Supplier's employees or agents acting alone or in collusion with others; (b) including coverage for theft of BILL's and customer's property; and (c) including BILL and customers as loss payees.
- 7. Automobile Liability Insurance.** Supplier shall carry automobile liability insurance, including coverage for bodily injury (including third-party passengers) and property damage, for all owned, hired (or rented), and non-owned vehicles used in the performance of Services with limits of liability of one million dollars or greater combined single limit for each accident.
- 8. Umbrella Liability.** Supplier shall also obtain additional coverage, where available and applicable, with a minimum limit of at least \$5,000,000 dollars per occurrence, in excess of the underlying applicable policies.

B. Supplier shall provide to BILL certificates of insurance or other formalized evidence of the coverages required under the Agreement upon BILL's request. If any required coverage is canceled, non-renewed, or exhausted, Supplier shall promptly replace such policy with insurance meeting the terms and conditions set forth above so that no lapse in coverage occurs.



C. Supplier shall ensure that any general liability insurance, products liability insurance, and automobile liability insurance required under the Agreement provide, by endorsement or otherwise, that Supplier's insurance is primary insurance and that any other insurance afforded to BILL, its affiliates, and their officers, directors, employees, and agents shall be excess only and non-contributing. Except where prohibited by law, Supplier shall waive, and shall cause its insurers to waive, all rights of recovery or subrogation against BILL, its affiliates, and their officers, directors, employees, agents, and insurers, but only to the extent of liabilities falling within Supplier's indemnity obligations pursuant to the terms of the Agreement.

D. Supplier shall require all subcontractors to carry insurance coverage in types and amounts that are reasonable for the work such subcontractors will perform and the jurisdictions in which they will perform it. Supplier shall cause subcontractors to provide to BILL certificates of insurance upon BILL's request.

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