

Exhibit I

Insurance Requirements

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1 Customer shall be named as an additional insured on all insurance policies required of Vendor under this Agreement. All policies will be endorsed to provide not less than 30 days' notice of cancellation to Customer. In the event that any policy is written on a modified occurrence or claims made basis, Vendor agrees that it will secure coverage for the period of time commencing the effective date of the Agreement and continuing, without interruption, through the termination of this Agreement plus one year. All insurance shall be written by a admitted carrier with ratings acceptable to Customer. Vendor shall provide to Customer certificates of coverage and additional insured endorsements prior to Agreement effective date.

2 It is further agreed that all insurance policies and indemnification agreements of Vendor shall be primary as to Customer and that all such coverages held by Customer be excess.

3 If for any reason any of the insurance policies mandated in this agreement terminate, Vendor agrees that it will immediately replace the coverage and that in any such circumstance, Vendor agrees that it will hold Customer free and harmless from any and all claims that may arise during a period of lapsed or terminated coverage. Customer may, at its own discretion, obtain similar coverage for its own benefit in the event Vendor fails to maintain its obligations hereunder. Said costs incurred by Customer shall be paid directly to Customer by Vendor.

4 Vendor shall ensure that all vendors retained by Vendor for any purpose under this Agreement shall provide insurance coverage and indemnification, including naming Customer as an additional insured, equal to the amounts required hereunder.

5 Vendor shall maintain a General Liability policy, said policy must include coverage for personal injury, with no-croding limits of not less than One Million (\$1,000,000) dollars, with a deductible of not more than Five Thousand (\$5,000) dollars. Defense and adjustment expenses must be outside the policy limits.

6 Vendor shall maintain an Automobile Insurance policy covering all drivers and automobiles or other vehicles used by Vendor in the course of conducting its business, with limits of not less than One Million (\$1,000,000) dollars, with a deductible of not more than Five Thousand (\$5,000) dollars. Said policy shall extend coverage for non-owned automobiles, trucks and other motor vehicles.

7 Vendor shall maintain a Workers' Compensation and Employer's Liability policy naming Vendor as the insured.

8 If Vendor maintains Data Processing Business Interruption coverage for its affiliates, Vendor agrees to provide such coverage to Customer.

9 Vendor agrees that all of the policies referenced in this Schedule shall be written and maintained by carriers with ratings, as defined by Best, acceptable to Customer.

10 Vendor agrees that all of the insurance requirements referenced in this Schedule shall be in full force and effect with respect to the period of the existence of Vendor and/or the term of this Agreement and for a period of not less than one (1) years thereafter.

11 If, for any reason any of the insurance coverage policies mandated in this Schedule terminate, Vendor agrees that it will immediately replace the coverage and that in any such circumstance, Vendor agrees that it will hold Customer free and harmless from any and all claims that may arise during a period of lapsed or terminated coverage.

12. The failure of Vendor to maintain the insurance coverage referenced in this Schedule shall represent a breach of the Agreement which shall permit Customer, in addition to any other remedies it has at law or in equity, to purchase the coverage and charge Vendor for the cost of same. This provision in no way, manner or form constitutes a waiver of rights held by Customer in the event of a breach of this Schedule or any provision in this Agreement.