4. Cyber Liability - (Technology Errors & Omissions)

a. Subject to policy terms, conditions, and limitations there shall be a limit of not less than Two Million Dollars ($2,000,000) per claim.

b. Technology Errors & Omissions coverage shall include but not be limited to the following exposures: Negligence, errors and omissions related to software design, systems analysis, systems integration, data processing, systems programming and failure of Contractor's technology products or services.

c. If the policy is written on a claims-made basis, the retroactive date must be on or before the commencement of the contracted services and the coverage must remain in force for a period of not less than two (2) years following the termination of this Contract.

d. Additional Insured for Vicarious Liability:

(1) The *Metropolitan Washington Airports Authority* and its subsidiaries, agents, officers, directors, and employees shall be included as an **Additional Insured for Vicarious Liability** in respect to the Contractor's actions on behalf of the Airports Authority.

(2) A copy of the Additional Insured endorsement must be submitted in accordance with the requirements of Section O below. Proof of Third-Party Liability coverage, demonstrated through applicable policy language, will be accepted.

e. Amend Insured v. Insured Exclusion:

(1) The policy shall not contain an exclusion for coverage in the event an "Additional Insured" brings an action against the "Named Insured".

(2) In the event the policy contains an "Insured v. Insured" exclusion, the Contractor shall ensure the "Insured v. Insured" exclusion is amended to allow an "Additional Insured" to bring an action against the "Named Insured".

(3) Evidence that this exclusion does not exist in the policy or is amended as described above must be submitted in accordance with the requirements of Section O below.