

INSURANCE

[CERTIFICATE OF INSURANCE TO BE PROVIDED BY SUPPLIER PRIOR TO OR UPON EXECUTION OF AN AGREEMENT WITH CENCORA]

A. Supplier will maintain workers' compensation insurance providing coverage under the applicable law of the state(s) where the work will be performed and the state(s) where Supplier has offices. Coverage shall be provided for all employees of the Supplier. Supplier shall also provide or cause to be provided workers' compensation coverage for its subcontractors, their employees, their subcontractors, etc. Supplier will defend, indemnify and hold Cencora harmless for workers' compensation claims brought against Cencora by employees or agents of the Supplier or its subcontractors. Such insurance shall waive subrogation against Cencora.

B. Supplier will maintain employers' liability insurance (typically Coverage B of a workers' compensation policy) for limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. Supplier shall also provide or cause to be provided Employer's Liability Coverage for its subcontractors, their employees, their subcontractors, etc. Supplier will defend, indemnify and hold Cencora harmless for employers' liability claims brought against Cencora by employees or agents of the Supplier or its subcontractors.

C. Supplier shall maintain general liability insurance, including Cencora as additional insured. Such insurance shall remain in force for the duration of the contract/work and for two years beyond the completion of the contract/work. Limits shall be not less than \$5,000,000 per occurrence for bodily injury or property damage, \$5,000,000 per occurrence for products or completed operations, and \$5,000,000 annual aggregate for products or completed operations claims. Coverage shall include those perils generally associated with the Insurance Services Office's Comprehensive (Broad Form) General Liability Policy, and specifically include coverage for liability assumed under contract. Coverage shall contain no exclusions for cross liability between insureds. Supplier shall also provide or cause to be provided similar General Liability Insurance for all subcontractors. Such insurance shall waive subrogation against Cencora.

D. Supplier shall maintain errors and omissions insurance ("E&O" insurance; professional liability insurance) for claims arising out services and/or goods provided to Cencora Inc. for consulting, software development, programming, installation, maintenance, repair, etc. Such insurance shall include coverage for breach of privacy; loss of confidential personal, business or financial information; breach of or denial of access to secure information technology systems; and similar cyber, technology and privacy risks. Limits shall be not less than \$10,000,000 per claim and \$10,000,000 annual policy aggregate. If such coverage is underwritten on a claims made basis (1) any retroactive date for such coverage shall not be later than the commencement of services to Cencora and (2) Supplier agrees to maintain such insurance for the entire period of time Supplier provides services to Cencora plus an additional two years beyond the conclusion of such services.

E. The required insurance may be provided through a combination of primary and excess (umbrella) policies.

F. With regard to the above, the Supplier's insurance shall:

1. Be underwritten by a licensed insurer acceptable to Cencora,
2. Be primary relative to any insurance purchased or maintained by Cencora,
3. Be evidenced by a certificate of insurance (containing an original or electronic signature by one duly authorized to certify coverage) providing such insurance cannot be cancelled or non-renewed with not less than thirty (30) days prior written notice by email to InsuranceRiskManagement@cencora.com or by mail to Cencora at the following address:

Cencora, Inc
Risk Management Department
1 West First Avenue
Conshohocken, PA 19482