

Stand-alone Aircraft Insurance Clause (May 2017)

Aircraft Insurance: When Seller will use aircraft -- whether owned, operated, or chartered by the Seller -- in performing the subcontract, liability arising out of such aircraft must be insured for a combined single limit of no less than \$10,000,000 each occurrence, and such limit shall apply to Bodily Injury (including passengers) and Property Damage Liability. Such insurance must name Company and the U.S. Government as Additional Insureds, include an Insurer's waiver of subrogation in favor of each Additional Insured, state that it is primary and non-contributory, and contain a cross-liability or severability of interest clause. If the aircraft hull is insured, such insurance must also provide for an Insurer's waiver of subrogation rights in favor of Company and the U.S. Government. If Seller charters aircraft, the owner of the chartered aircraft may furnish the foregoing insurance and evidence of insurance so long as all of the above requirements are met.