

Exhibit C

Insurance and Indemnity

- A. *Liability Insurance.*** -- Within ten days after execution of this Contract and during the entire period of the contract, the Consultant shall maintain professional liability insurance (errors and omissions insurance) applicable to the Services being performed. If there is no professional liability insurance product applicable to the services, the Consultant shall maintain a commercial general liability policy covering his Services. The Consultant shall file with the Regents a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of such professional or commercial general liability insurance in limits of not less than \$1,000,000 per occurrence. Consultant shall provide a certificate of insurance from an insurance company or agent licensed to do business in the State of Georgia and copies of the additional insured endorsement naming Regents and the appropriate unit of the University System as an additional insured. Any deductibles and self-insurance retention may not be greater than \$25,000.
- B. *Workers Compensation Insurance.*** -- Within ten days after execution of this Contract and during the entire period of the contract, the Consultant shall maintain Workers Compensation insurance in the statutory amounts required. The Consultant shall file with the Regents a certificate of insurance from an insurance company or agent licensed to do business in the State of Georgia showing evidence of workers compensation insurance meeting statutory requirements.
- C. *Consultant Services Indemnity.*** -- The Consultant shall indemnify, release and hold Regents, its officers, members, employees and the State of Georgia, harmless from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by Regents and any of its officers, members, or employees), claims, suits and judgments to the extent arising or resulting from the delivery of Services under this Contract.
- D. *Indemnification.*** --
- a. Consultant hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect, and save harmless the State of Georgia, University of Georgia, and their officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damage and attorney's fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Consultant, its agents, employees, subcontractors, or others working at the direction or on behalf of Consultant. This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the events giving rise to the claim; or the claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, Consultant's Indemnification hereunder shall apply only to the extent that Consultant contributed to the events.
 - b. Consultant hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the Indemnitees, of and from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by any third party alleging that any equipment or Services as provided by Consultant infringes a third party's Intellectual Property rights. Consultant shall be under no obligation to defend or indemnify the Indemnitees as set forth in this Section to the extent that such third party claim, suit, or other demand arises out of or relates to: {i} Consultant's compliance with University of Georgia's written directions or specifications; {ii} a modification of the Services and/or Deliverables that is inconsistent with the terms of this Agreement; or {iii} information, data, or other content not provided by Consultant. With respect to any pending or threatened claim, suit or other demand as to which Consultant is the indemnifying party, Consultant shall obtain for University of Georgia the right to continue using the Services and/or Deliverables or alternatively replace or modify the Services and/or Deliverables so that they are functional equivalent but non-infringing.