

INSURANCE REQUIREMENTS FOR CONSTRUCTION SERVICES

1. Required Insurance Policies and Minimum Coverage Limits

Without limiting the liabilities or indemnification obligations of Supplier, Supplier will, at its own cost and expense, provide and maintain during the term of the Agreement between Supplier and Lumen, such minimum insurance as required hereunder. The insurance coverage will be from a company or companies, having an A.M. Best's rating of A-VII or better and a license to do business in each state where Supplier will perform work under the Agreement. Supplier may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. Supplier will require its subcontractors and agents to maintain proper insurance applicable to the type and scope of the Services to be performed. It is expressly understood that Supplier is ultimately responsible for its subcontractors including, without limitation, ensuring that the appropriate insurance is maintained by its subcontractors.

(a) Workers' Compensation in accordance with statutory requirements applicable in each state in which the work is to be performed. Employer's Liability or "Stop Gap" insurance with limits not less than \$1,000,000 each accident.

(b) Commercial General Liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering personal injury, bodily injury, property damage, products/completed operations, and independent contractors.

(c) Commercial Automobile Liability (including all owned, non-owned and hired vehicles) with limits not less than \$1,000,000 combined single limit per occurrence covering bodily injury and property damage.

(d) Errors & Omissions / Cyber Liability: **NOTE: For Services that include locate work, the limits below in (d)(i) and (ii) are both increased to \$5,000,000**

(i) If Supplier provides any technical or professional services, design services, software or software development, installation, or support, for Lumen or its Affiliates' internal or other use or for resale to Customers, Supplier will maintain Errors & Omissions Liability insurance covering acts, errors and omissions or any unintentional breach of contract arising out of Supplier's rendering of failure to render services with limits of not less than \$2,000,000 per claim.

(ii) If Supplier has access to any CII, PII or Customer's confidential information, Supplier will maintain Cyber Liability insurance, including Network Security and Privacy Liability coverage, and extending coverage for losses arising from unauthorized access or use that results in identity theft or fraud, with limits of not less than \$2,000,000 per claim.

(iii) All such insurance required in (i) and (ii) above will provide a retroactive date prior to the date of the Agreement and either (a) continuous insurance coverage for a period of 2 years after termination of the Agreement, or (b) an extended reporting period of not less than 2 years after termination of the Agreement.

(e) Excess/Umbrella Liability Insurance with limits of not less than \$2,000,000 each occurrence. Notwithstanding the foregoing, for ALL contracts involving excavation (regardless of size), Supplier will provide excess/umbrella liability insurance with a minimum limit of \$5,000,000 per occurrence.

(f) Commercial Crime, Employee Dishonesty Insurance with limits of not less than \$1,000,000 each occurrence covering all loss arising out of or in connection with any fraudulent act, dishonesty, disappearance and destruction, computer theft and funds transfer fraud. This coverage will include 3rd Party or Client Coverage for the benefit of Lumen.

(g) Property Insurance: If Supplier stores or maintains Lumen property, Supplier will maintain "All-Risk" Property insurance on a replacement cost basis covering Lumen property while in Supplier's care, custody or control. If Supplier provides warehousing services, Supplier will maintain Warehousemen's Legal Liability insurance covering loss or damage to property of others while acting as a warehouse operator or as a bailee with limits of not less than \$1,000,000 per occurrence. Such insurance will be on a replacement cost basis and any loss or damage to Lumen property under the Agreement will be adjusted with Lumen.

(h) Supplier's Pollution Liability Insurance: If the Services include excavation, the provision of fuel delivery or storage; the abatement of asbestos, lead or mold (or any like substance); the detection, disposal, removal, remediation, transportation and/or storage of hazardous, toxic or dangerous wastes, substances, material, gas or particulate matter: Supplier's Pollution Liability Insurance in an amount not less than \$1,000,000 per occurrence or claim and \$2,000,000 annual aggregate and endorsed to provide coverage for contractual liability with respect to liability assumed by Supplier under the Agreement is required. If applicable, such insurance will provide a retroactive date prior to the date of the Agreement and an extended claims reporting period continuing coverage for two (2) years after completion of the work.

2. Additional Requirements

(a) Insurers waive subrogation against Lumen, its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities for the policies described in subsections 1.(a) Workers' Compensation and 1.(b) Commercial General Liability and 1.(c), Commercial Auto Liability unless such endorsement is prohibited by law or regulation;

(b) The policy described in subsection 1.(b) Commercial General Liability will be primary and not contributory to insurance which may be maintained by Lumen; and

(c) Lumen, its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the policies described in subsections 1.(b) Commercial General Liability and 1.(c) Commercial Auto Liability and 1.(e) Excess/Umbrella Liability.

(d) Prior to commencement of work under the Agreement, Supplier will furnish to Lumen certificates of insurance or other commercially acceptable evidence providing compliance with the required insurance policies. Supplier will provide to Lumen a 30 day written notice of any cancellation of insurance required above.