

**REQUIRED INSURANCE POLICIES AND MINIMUM COVERAGE LIMITS FOR  
PROFESSIONAL AND CONSULTING SERVICES, SOFTWARE (including SAAS),  
PRODUCTS, RESALE**

- 1.1** 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 CenturyLink and Supplier, such 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.
- (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:
    - (i) If Supplier provides any technical or professional services, design services, software or software development, installation, or support, for CenturyLink 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 or 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 1.1(d)(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.
- (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 3<sup>rd</sup> Party or Client Coverage for the benefit of CenturyLink.
- (g) Property Insurance: If Supplier stores or maintains CenturyLink property, Supplier will maintain "All-Risk" Property insurance on a replacement cost basis covering CenturyLink 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 CenturyLink property under the Agreement will be adjusted with CenturyLink.

## **1.2 Additional Requirements**

- (a) Insurers waive subrogation against CenturyLink, its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities for the policies described in subsections 1.1(a) Workers' Compensation and 1.1(b) Commercial General Liability and 1.1(c), Commercial Auto Liability unless such endorsement is prohibited by law or regulation;
- (b) The policy described in subsection 1.1(b) Commercial General Liability will be primary and not contributory to insurance which may be maintained by CenturyLink; and
- (c) CenturyLink, 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 1.1(b) Commercial General Liability and 1.1(c) Commercial Auto Liability and 1.1(e) Excess/Umbrella Liability.
- (d) Prior to commencement of work under the Agreement, Supplier will furnish to CenturyLink certificates of insurance or other commercially acceptable evidence providing compliance with the required insurance policies. Supplier will provide to CenturyLink a 30 day written notice of any cancellation of insurance required above.

**1.3 Insurance for Environmental Services:** If Supplier provides services related to hazardous waste, HVAC, electronic waste, battery recycling, tank testing, asbestos, or the purchase of electronic equipment, the following additional insurance requirements apply. Supplier may obtain all required insurance limits through any combination of primary and excess or umbrella liability insurance.

- (a) Commercial General Liability Insurance.

The limits of insurance for Commercial General Liability above are replaced with the following:

Each Occurrence \$1,000,000

General Aggregate Limit \$5,000,000  
Products-Completed Operations Limit \$5,000,000  
Personal and Advertising Injury Limit \$1,000,000

(b) Pollution Liability Insurance.

Supplier will maintain Pollution Liability insurance covering liability arising out of Supplier's operations performed under the Agreement, if the Commercial General Liability insurance above does not cover Supplier's operations to clean up, remove, contain, and treat pollutants. The limits of insurance will not be less than \$1,000,000 each claim and \$2,000,000 aggregate. If Supplier will transport or store hazardous material, the policy will include pollution coverage related to the transportation and long-term storage of hazardous material. If the policy is a claims made form, such insurance will provide a retroactive date prior to the start of Services under the Agreement and an extended claims reporting period of not less than 3 years after the expiration or termination of the Agreement.

(c) Asbestos Abatement Coverage.

In the event that Supplier will dispose, remove or remediate asbestos, asbestos abatement insurance shall be required with limits of \$1,000,000 per claim and \$2,000,000 aggregate.

In the event that Supplier will test for or monitor asbestos particles, asbestos abatement consultants professional liability shall be required with limits of \$1,000,000 per claim and \$2,000,000 aggregate. If the policy is a claims made form, such insurance will provide a retroactive date prior to the start of Services under the Agreement and an extended claims reporting period of not less than 3 years after the expiration or termination of the Agreement.

(d) Errors & Omissions Liability Insurance.

If the Services require Supplier to test, analyze or monitor for pollution conditions, Supplier will maintain Errors & Omissions liability insurance covering acts, errors and omissions arising out of Supplier's operations or services, with limits of not less than \$1,000,000 per claim, and including coverage for contractual liability with respect to liability assumed by Supplier hereunder. If the policy is a claims made form, such insurance will provide a retroactive date prior to the start of Services under the Agreement and an extended claims reporting period of not less than 3 years after the expiration or termination of the Agreement.

**1.4 Insurance for electronic waste disposal or electronic recycling services:** If Supplier provides electronic waste disposal or electronic recycling services, the following additional insurance requirements apply:

(a) Contractors Pollution Liability (CPL).

Supplier shall obtain a Contractors Pollution Liability (CPL) policy which provides coverage, under the Scope of Work in the contract, for all operations being performed by Supplier on behalf of CenturyLink. The policy shall provide the following for both Sudden & Accidental / Gradual Pollution Conditions. Minimum

limits accepted will be \$5,000,000 each pollution condition/\$10,000,000 policy aggregate. Coverage shall provide the following:

- (i) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death (with no requirement that the mental anguish be as a result of physical injury);
- (ii) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof; diminution in value and the loss of use of tangible property that has not been physically injured or destroyed;
- (iii) clean-up costs;
- (iv) defense including costs, charges and expenses incurred in the investigation, adjustment of defense of claims for such compensatory damages;
- (v) coverage for civil fines, civil penalties, civil assessments and punitive, exemplary, treble damages where insurable by law;
- (vi) coverage for transportation including loading/unloading at & beyond the job site;
- (vii) blanket coverage for non-owned disposal sites used by the Supplier in performance of work;
- (viii) CPL coverage including Non-Owned Disposal Sites & Transportation shall be written on an Occurrence Based policy form. If coverage is written on a Claims Made & Reported Form, the Retroactive Date shall be, at a minimum, prior to the execution date of the contract with CenturyLink and shall not be advanced at any policy renewal. In addition, coverage, under a Claims Made & Reported form shall include a 10-year Extended Reporting Period or the Supplier shall confirm (or be contractually required) to evidence continuation of coverage for 10 consecutive years (with no advancement of Retroactive Date);
- (ix) all coverage provided under the CPL policy shall be endorsed to (1) include CenturyLink as an Additional Named Insured; (2) provide a Waiver of Subrogation and (3) be Primary & Non-Contributory to any coverage carried by CenturyLink.

(x) Disposal Sites selected by the Supplier shall be required to carry:

- (b) Pollution Legal Liability - In addition, at each renewal and from each disposal site, Supplier shall secure, from the Non-Owned Disposal Site (NODS) and shall provide, to CenturyLink a copy of the certificate of insurance, from the NODS certifying Pollution Legal Liability coverage in the amount of not less than \$5,000,000 each pollution condition/\$10,000,000 policy aggregate. Coverage shall be maintained, by each disposal site selected to receive disposal of e-waste, for a minimum of 10 years and shall include CenturyLink as an Additional Insured; provide a Waiver of Subrogation and be Primary/Non-Contributory to any coverage carried by CenturyLink.